



**SARAO**  
South African Radio  
Astronomy Observatory

## INVITATION TO BID

### BID DESCRIPTION

**Provision of Registered National Key Point Security Services for the SKA Facilities situated in the Carnarvon Area for a period of 3 Years (with an option to renew for a further 2 years) – RE-ADVERTISEMENT**

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                      |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Bidder Name:                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                      |
| Bid Number:                                      | NRF/SARAO SKAR 04/2021-22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                      |
| Closing Date:                                    | THURSDAY, 23 SEPTEMBER 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                      |
| Closing Time:                                    | 11:00 AM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                      |
| Compulsory Briefing Session and Site Inspection: | <p>A compulsory on-site briefing session will be held as follows:</p> <p><u>Date:</u> Thursday, 2 September 2021<br/><u>Time:</u> 09.00AM<br/><u>Venue:</u> Kareeberg Local Municipality Public Library located at 5 Lang Street, Carnarvon<br/><u>GPS Co-ordinates:</u> 30°57'28.18"S (latitude); 22° 7'38.36"E (longitude)</p> <p>The briefing session will be followed by a compulsory site visit.</p>                                                                                                                                                                                                                                                          |                                                                      |
| Bid Submission:                                  | <p>Electronic submissions must be sent to <a href="mailto:tenders@ska.ac.za">tenders@ska.ac.za</a></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. Technical submissions must be in searchable PDF format.</p> <p>The financial response must be password protected. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email. Bidders are to send an email to <a href="mailto:tenders@ska.ac.za">tenders@ska.ac.za</a> post submission with the password to their financial envelope.</p> |                                                                      |
| Direct enquiries in writing to:                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                      |
| Section                                          | Supply Chain Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Construction Planning                                                |
| Contact person                                   | Anwuli Okecha                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Alice Pienaar-Marais                                                 |
| Email address                                    | <a href="mailto:anwuli@ska.ac.za">anwuli@ska.ac.za</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <a href="mailto:pienaarmarais@ska.ac.za">pienaarmarais@ska.ac.za</a> |

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## INTRODUCTION TO THE NRF

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

## BACKGROUND TO SARAO

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

## GLOSSARY OF ACRONYMS & ABBREVIATIONS

|                  |                                                                                                                                                                                                              |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Local Employment | The appointment of suitably qualified personnel from the local communities surrounding the SKA affected area. The broadest interpretation of the SKA affected area is limited to the Northern Cape Province. |
| NRF              | National Research Foundation                                                                                                                                                                                 |
| NKP JPC          | NKP Joint Planning Committee                                                                                                                                                                                 |
| PSiRA            | Private Security Industry Regulating Authority                                                                                                                                                               |
| RFI              | Radio Frequency Interference                                                                                                                                                                                 |
| SARAO            | South African Radio Astronomy Observatory, a National Facility of the NRF who is responsible for the construction, operation and maintenance of the MeerKAT radio telescope.                                 |

# CONTEXT OF THE PROCUREMENT NEED

## 1. BACKGROUND TO THIS TENDER

The South African Radio Astronomy Observatory (SARAO) manages the radio astronomy observatories located in the Karoo (Northern Cape) and Hartbeestfontein (Gauteng). The objective of this tender is to appoint a service provider to render security services for the SKA site in the Karoo.

The NRF acquired two farms during 2007 to provide for the construction of the KAT-7 and MeerKat Radio telescope. During 2012, South Africa was appointed as one of the two countries to host the SKA Radio Telescope. To provide for the construction and protection of the SKA Radio Telescope, the NRF acquired additional land over a 2-year period from 2015 to 2017. The SKA site now covers 135 245 hectares in extent.

### 1.1. *Astronomy Geographic Advantage Act*

To ensure protection of the SKA site, the South African Government passed the Astronomy Geographic Advantage (AGA) Act in 2007. The AGA Act and associated Regulations have implications for people living within an Astronomy Advantage Area (AAA).

The AGA Act provides for a wide range of requirements for the advancement and protection of astronomy including the development of skills, capabilities and expertise; the identification and protection of areas in which astronomy projects can be undertaken; the provision of a framework for the establishment, protection, preservation and maintenance of a national system of Astronomy Advantage Areas highly suitable for astronomy; and the regulation of activities which cause or could cause interference.

To date, the following AAAs (Figure 1) has been declared by the Minister of Higher Education, Science and Innovation (previously Science and Technology):

- The Northern Cape Province excluding Sol Plaatje Municipality;
- Karoo Core AAA (Meysdam and Losberg);
- Karoo Central AAAs (remaining SKA1\_MID Site and surrounding areas).

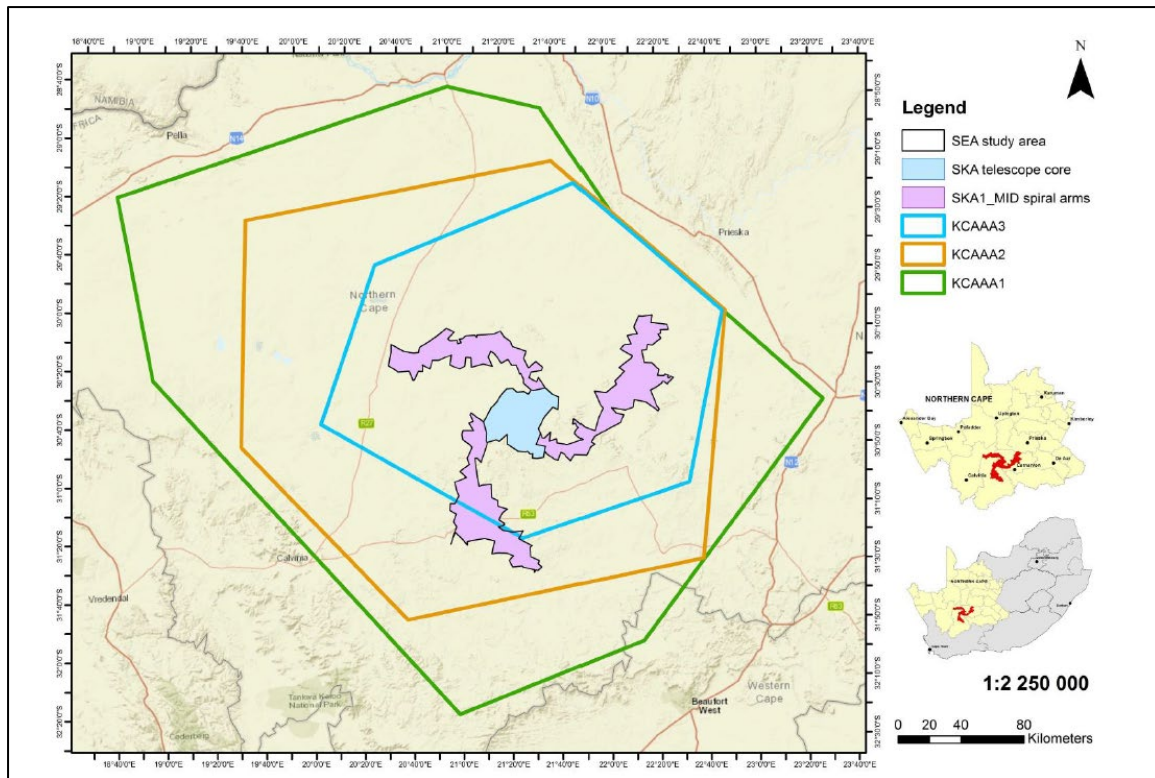


Figure 1: South African site in relation to the Karoo Astronomy Advantage Areas

## 1.2. Radio Frequency Interference

The MeerKAT Radio telescope is a very sensitive Radio Frequency receiver system looking at stars and other galactic objects using the radio frequency spectrum to undertake observations. The radio telescopes are built in the sparsely populated Karoo to reduce interference from man-made transmitters such as mobile phones, Bluetooth and Wi-Fi on the operations of the telescopes. Any such devices can reduce and impact the quality of the science that can be done with the telescopes and in the worst case can even damage the very sensitive receivers.

In order to avoid interference (RFI) on the telescopes, all electronic and electrical equipment used on or close to the SKA site are controlled by SARAO, this includes vehicles, radios, mobile phones, laptops, et cetera. Only equipment with valid RFI permits can be used on the site.

## 2. SITE INFORMATION IN THE KAROO

### 2.1. Overview

The term “SKA site” shall mean the SKA1\_MID area where construction will be undertaken. As per figure 2 below, the SKA site is located in the Northern Cape. The towns of Carnarvon, Williston, Brandvlei and Van Wyksvlei surround the SKA site. The shortest route from Cape Town to SKA site is approximately 645km and from Johannesburg approximately 1120 km.

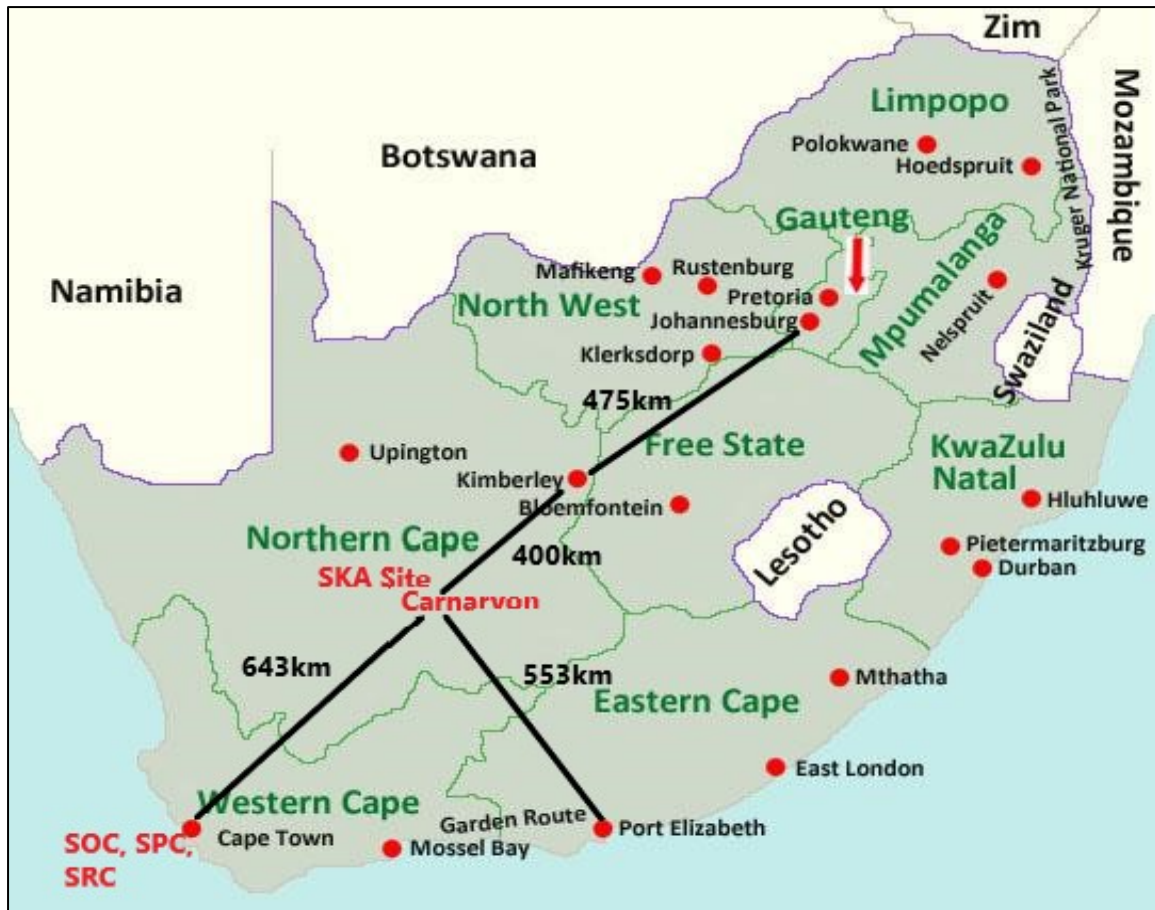


Figure 2: Map of South Africa, 9 Provinces and approximate distances to Site from Urban Areas

## 2.2. The SKA Site

The closest town to the SKA site is Carnarvon. Figure 3 is a locality map of the SKA site indicating the towns of Carnarvon, Williston, Brandvlei and Van Wyksvlei. Key access roads PO2996 (tarred from Carnarvon to site), DR02333 and PO2337 traverse the site and have an impact on the security plan of the site.

Although the main purpose of the SKA site is to host the SKA Radio Telescope, the availability of land lends itself to implementation of environmental protection initiatives. During March 2020, the Minister of Environment, Forestry and Fisheries declared the SKA site as the Meerkat National Park.

## 2.3. Klerefontein Support Base

Klerefontein is a farm used by the provincial department of Agriculture as an Agricultural Research Centre. A memorandum of agreement between the provincial department and the National Research Foundation enabled the establishment of the SKA Klerefontein Support Base on approximately 10 hectares of land.

SKA Klerefontein Support Base is situated approximately 15 km from Carnarvon. The Support Base provide facilities from where engineering and administrative support services are rendered for all operations on the SKA site.

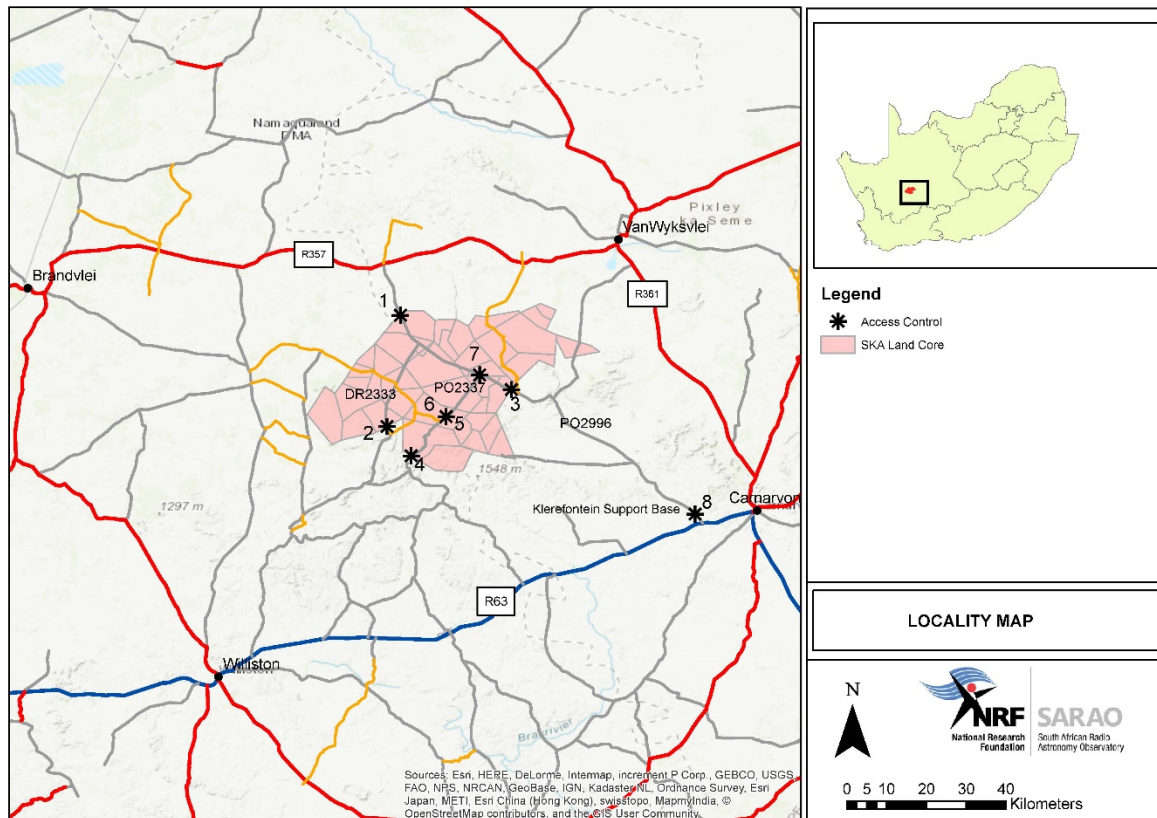


Figure 3: Locality Map: SKA Site and Support Base

### 3. FACILITIES, INSTRUMENTS AND INFRASTRUCTURE

#### 3.1. The SKA Site

The main area of infrastructure development is on the farms Losberg and Meysdam which is situated in the centre of the SKA Land Core area. (See shaded area in figure 4). This area is declared as the Karoo Core Astronomy Advantage Area as per the Sections 7 of the Astronomy Geographic Area Advantage Act, 2007. In terms of radio frequency sensitivity this area is classified as a very high-risk area due to the astronomy instruments, facilities and infrastructure established in this area. The remainder of the SKA site forms part of the declared Karoo Central Radio Astronomy Advantage Area (KCAAA3).

Losberg and Meysdam includes the following astronomy instruments, facilities and infrastructure:

| Instruments, Facilities and Infrastructure                                               | Coordinates                           |
|------------------------------------------------------------------------------------------|---------------------------------------|
| <b>National Key Point: SKA Site Complex</b>                                              | <b>30°45'13.00" S; 21°25'52.65" E</b> |
| <b>KAT 7 radio telescope</b> (engineering prototype for MeerKAT)                         | 30°43'17.62" S; 21°24'38.85" E        |
| <b>MeerKAT radio telescope centre</b>                                                    | 30°42'46.65" S; 21°26'34.84" E        |
| <b>HERA Guest Instrument</b>                                                             | 30°43'17.17" S; 21°25'41.32" E        |
| <b>SKA1_MID radio telescope centre</b> (co-located with MeerKAT) still to be constructed | 30°42'46.65" S; 21°26'34.84" E        |

Apart from the instruments, facilities and infrastructure located on Meysdam and Losberg, facilities and infrastructure located on the remainder of the area are:

| Facilities and Infrastructure                                                               | Coordinates                    |
|---------------------------------------------------------------------------------------------|--------------------------------|
| <b>Bergsig Environmental Research farmhouse</b> (SAEON and other environmental researchers) | 30°40'00.16" S; 21°31'46.03" E |
| <b>SANParks offices – Swartfontein farmhouse and outbuildings</b>                           | 30°41'01.92" S; 21°33'31.21" E |
| <b>HIRAX Guest Instrument at Swartfontein</b>                                               | 30°41'21.47" S; 21°33'23.97" E |
| <b>Visserkloof Construction Camp Area</b>                                                   | 30°40'24.17"S; 21°35'22.47" E  |
| <b>A number of SKA1_MID antennas starting to form the spiral arms</b>                       |                                |

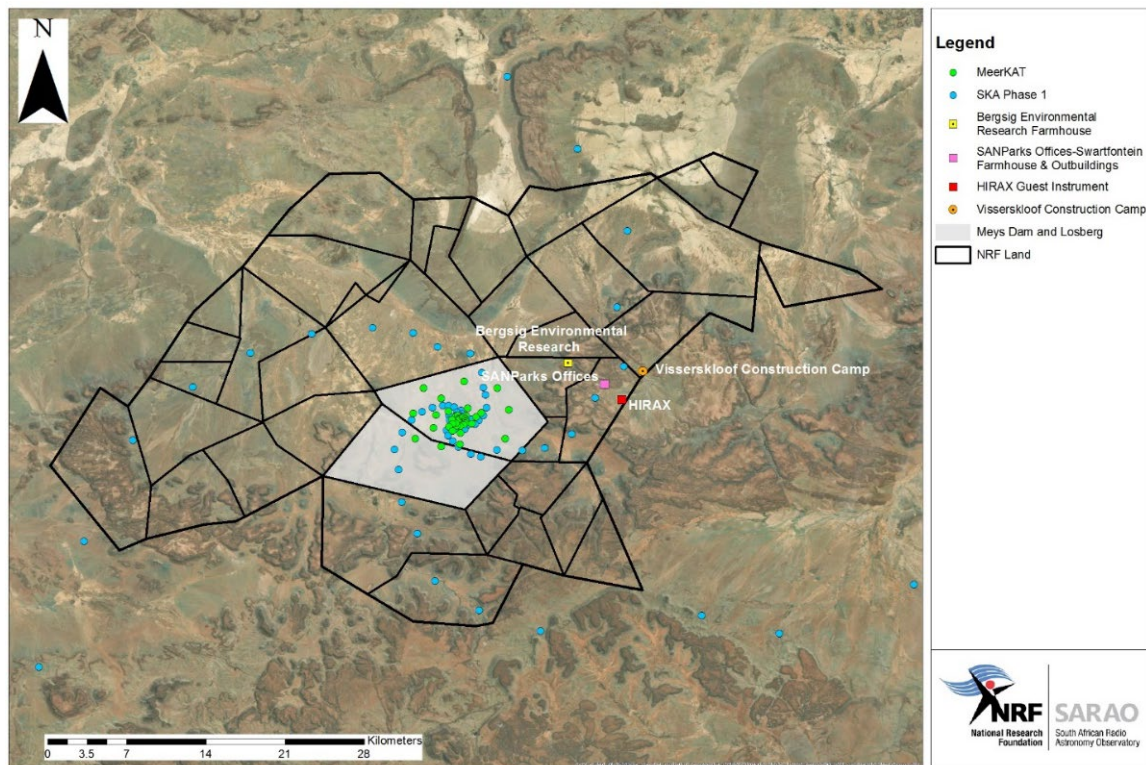


Figure 4: NRF Land – Infrastructure, Instruments and Facilities

### 3.1.1. National Key Point: SKA Site Complex

Due to the strategic nature of the SKA Site Complex, it was declared as a National Key Point by the Minister of Police in 2010. The SKA Site Complex includes the Central Data Processing Facility, Dish and Pedestal shed, SKA Power facility, staff accommodation, fuel storage and security infrastructure. Figure 3 provides an overview of the Losberg and Meysdam farms, indicating the position of the National Key Point and placement of the various instruments and infrastructure.

There is an established NKP Joint Planning Committee under the chairpersonship of the Department of Science and Innovation and all the available security and local government departments are represented.

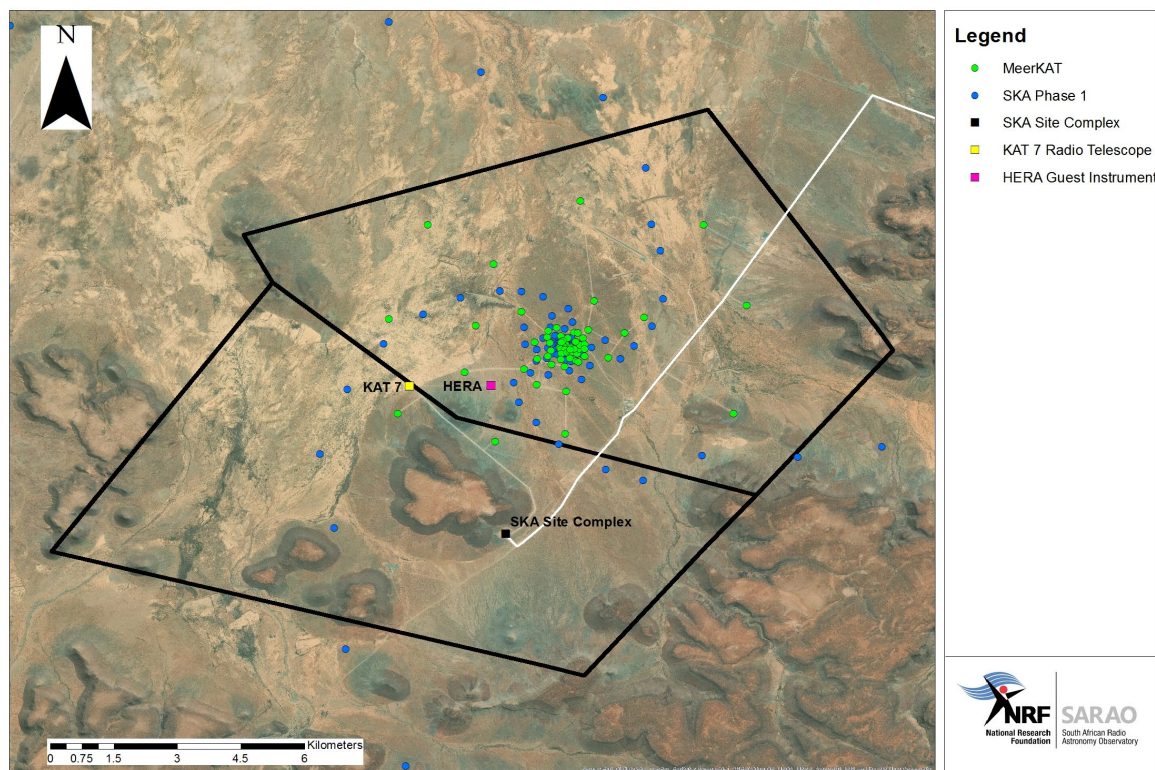


Figure 5: Meysdam and Losberg farms (NRF-owned land) – Very High Risk RFI zone

### 3.2. Klerefontein Support Base

The Klerefontein Support Base has its own access gate to the following established facilities:

- office accommodation for services based in the Karoo
- base for all the maintenance and support that is required for the telescopes – mechanical and MeerKat workshops;
- security guardhouse
- 3 x houses for accommodation of SARAO staff
- C-BASS telescope
- Store rooms
- NRF/SARAO Medical Clinic
- Parking area for all NRF/SARAO vehicles

#### 3.2.1. Additional infrastructure to be established at Klerefontein Support Base

The following additional infrastructure will be established at the support base during the security service contract period:

- Additional office accommodation
- Expansion of workshops for telescopes maintenance and mechanical services
- Repair and maintenance for SANParks Accommodation precinct
- Establishment of additional staff accommodation precinct
- HIRAX test site – Container and test dishes

### **3.2.2.      *Carnarvon: SRAO Information Centre and Artisan Training Centre***

SRAO maintains and manages an Information Centre in Carnarvon to provide the local community with access to information and opportunities. SRAO is also in a process of establishing an Artisan Training Centre in Carnarvon for training / education purposes and to improve accessibility for students.

The location of the two facilities is as follows:

|                              |                                                                |
|------------------------------|----------------------------------------------------------------|
| SRAO Information Centre      | Cnr. Hanau and Victoria Street, Carnarvon, 8925, Northern Cape |
| SRAO Artisan Training Centre | 17 Masolka Way, Carnarvon, 8925, Northern Cape                 |

## **4. SECURITY INFRASTRUCTURE AVAILABLE TO SECURITY SERVICE**

### **4.1.      *The SKA Site***

#### **4.1.1.      *National Key Point***

National Key Point compliant security infrastructure was established at the SKA site complex due to the status of the facility as a national key point. There are two guardhouses established at established access gates, equipped with electricity, access to ablutions and emergency communication radios. A 1000-metre-long NKP compliant fence secures the SKA Site Complex.

#### **4.1.2.      *Additional Security Access Control Points***

The nature and size of the SKA site requires additional security access control points in support of the approved security plan of the site and to secure the Meerkat National Park. These access control points have established security port-a-cabins with boom gates, access to ablutions and emergency communication radios.

The additional access control points are positioned at the following locations:

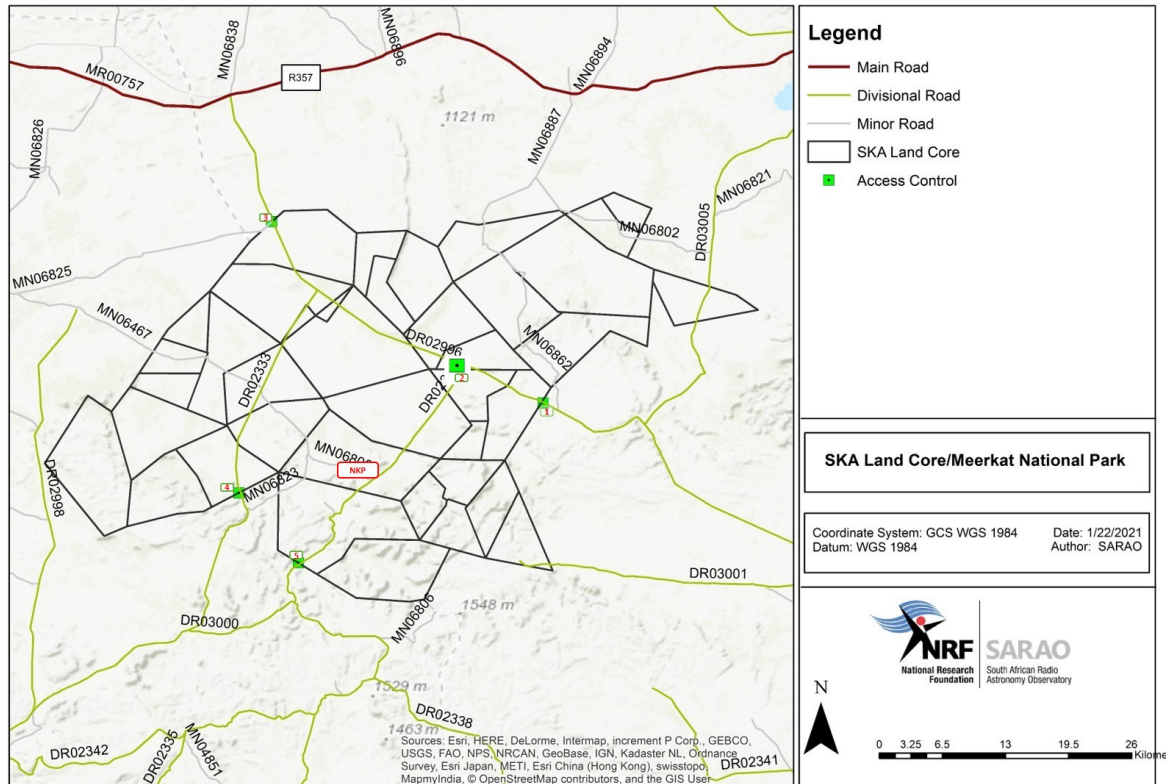


Figure 6: Security Access Control Points

Approximate distances between the security access control points must be noted for deployment purposes as indicated in Table 1 below. Bidders will have an opportunity to confirm distances during the site visit to be held at the SKA site as indicated on the front page of this tender document.

| Approximate Distances Between Security Access Control Points from Carnarvon town to Klerefontein Support Base and SKA Site |                                                           | Estimated distance |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------|
| Carnarvon town                                                                                                             | Klerefontein Support Base                                 | 15 km              |
| Klerefontein Support Base                                                                                                  | Swartfontein Security Access Control Point – POINT 1      | 54 km              |
| Swartfontein Security Access Control Point – POINT 1                                                                       | Meysdam Security Access Control Point – POINT 2           | 8 km               |
| Meysdam Security Access Control Point – POINT 2                                                                            | Lovedale Security Access Control Point – POINT 3          | 24 km              |
| Meysdam Security Access Control Point – POINT 2                                                                            | Losberg NKP SKA Site Complex                              | 13 km              |
| Lovedale Security Access Control Point – POINT 3                                                                           | Jaskloof Security Access Control Point – POINT 4          | 31 km              |
| Jaskloof Security Access Control Point – POINT 4                                                                           | Groot Paardekloof Security Access Control Point – POINT 5 | 32 km              |
| Losberg NKP                                                                                                                | Groot Paardekloof Security Access Control Point – POINT 5 | 14 km              |

Table 1: Estimated Distances between Security Access Control points - Deployment points

#### **4.2. Klerefontein Support Base**

A security guardhouse has been established at the main access gate to the support base. This guardhouse is also equipped with electricity, access to ablutions and emergency communication radios.

### **5. EMERGENCY RADIO COMMUNICATION**

As indicated above, the facilities where security deployment will take place are highly sensitive to radio frequency interference. Therefore, SARAO will issue/make available radio communication devices and networks to the appointed security service provider.

### **6. TYPICAL THREATS**

The remoteness of the SKA site and the restricted access contribute to the low threat levels detected at the site. It is however important that the SKA site has appropriate levels of protection considering the reputational damage SARAO, the NRF, the Department of Science and Innovation and South Africa, will suffer should the operations and functioning of the SKA Radio Telescope be compromised by criminal activity.

Typical threats to the facility include authorised visitors, unauthorised visitors, petty criminals and appointed contractors on site. Threat activities may include theft, vandalism, damage to property and arson.

### **7. HAZARDS AND RISKS**

Prospective bidders need to take note of hazards and risks in relation to deployment of staff to the SKA site and Klerefontein Support Base. SKA-TEL- SKO-0001040 - South African Site Information and Instructions: SKA1 MID Part A and Part B– Site Information (Annexure A) contains a number of annexures in relation to the SARAO Disaster Management Plan and other related risks. Within 60 days of the award of the tender, the successful bidder must submit a comprehensive baseline risk assessment for security services, which will be reviewed and approved by the SKA NKP JPC and SARAO Chief Security Officer.

# PART A – THE TENDER

## SERVICE SPECIFICATION

All security activities and requirements undertaken by the successful bidder must be done in terms of the National Key Points Act 1980 (Act No. 102 of 1980) and the applicable regulations. The Security Requirement is for SARAO facilities in the Karoo, near Carnarvon which includes the SKA Site and Klerefontein Support Base.

### 1. SECURITY REQUIREMENT

#### 1.1. Applicable legislation

At the time of publication of this tender, the **National Key Points Act 1980 (Act No. 102 of 1980)** and the applicable regulations are still the applicable legislation which govern the functioning of National Key Points in South Africa. However, the **Critical Infrastructure Protection Act 2019 (Act No. 8 of 2019)** was approved by the President of South Africa in 2019. It is expected that this legislation will be promulgated as the applicable legislation during the implementation of the tender. The successful service provider shall comply with any additional legislative requirements contained in the **Critical Infrastructure Protection Act 2019 (Act No. 8 of 2019)** when the legislation and applicable regulation is enacted.

All bidders shall submit as mandatory documentation the following proof of registration:

- Certificate of Registration as a Security Service Provider with PSiRA
- Letter from SAPS NKP Head Office confirming application to be registered as NKP Security Service Provider

#### 1.2. Personnel Requirement

A 24-hour, 7 days a week security service is to be provided. The service shall be provided based on a two (2) shift system of twelve (12) hours per shift as per normal industry standard.

The following personnel deployment is required:

| Deployment Point                                      | Number of Security Officers to be deployed<br><b>Day Shift</b> | Number of Security Officers to be deployed<br><b>Night Shift</b> |
|-------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------|
| Security Control Officer - Grade A                    | 2                                                              | 0                                                                |
| Supervisor - Grade B                                  | 2                                                              | 2                                                                |
| Klerefontein Support Base - Grade C                   | 2                                                              | 2                                                                |
| Losberg NKP SKA Site – L 1 - Grade C                  | 2                                                              | 2                                                                |
| Losberg NKP SKA Site – L 2 - Grade C                  | 2                                                              | 2                                                                |
| Swartfontein Security Access Control Point 1- Grade C | 2                                                              | 2                                                                |
| Meysdam Security Access Control Point 2- Grade C      | 2                                                              | 2                                                                |

|                                                                      |                      |                  |
|----------------------------------------------------------------------|----------------------|------------------|
| Lovedale Security Access Control Point 3- Grade C                    | 2                    | 2                |
| Jaskloof Security Access Control Point 4- Grade C                    | 2                    | 2                |
| Groot Paardekloof Security Access Control Point 5- Grade C           | 2                    | 2                |
| Total deployment per shift                                           | 20                   | 18               |
|                                                                      |                      |                  |
| <b>Total deployment of security service for SKA Karoo Facilities</b> | <b>1 Day shift</b>   | <b>20</b>        |
|                                                                      | <b>1 Night Shift</b> | <b>18</b>        |
|                                                                      | <b>1 Rest Shift</b>  | <b><u>18</u></b> |
|                                                                      |                      | <b><u>56</u></b> |

Table 2: Number of guards per shift per deployment point

The day shift and night shift respectively will have two (2) Grade C security guards per deployment points as listed in Table 2 above.

The two (2) Grade B security supervisors, per shift, shall both be deployed to the SKA site to ensure proper command and control of deployed personnel. The shift deployment is 16 security guards, distributed over an area of approximately 30 km radius from the MeerKAT/SKA Core. It is essential that supervisors visit the security control access points and ensure operational standards are complied with and health and safety of personnel is monitored.

The Security Control Officers, Grade A, shall report to the Site Manager and the SARAO Chief Security Officer on all security related matters and will share duties over a seven (7) day work week.

The appointed security service provider shall take the necessary steps to ensure the availability of reserve replacement for staff of minimum five (5) guards. These replacement staff need to be managed by the security service provider as reserve staff who will be remunerated per shift if there are staff shortages per shift deployment.

Bidders must provide a detailed proposal as to the recruitment and employment plan they will undertake to deliver the security contingent required in table 2 above. Specific attention must be given to section 1.4 Local Employment Requirement below. Bidders are required to highlight the conditions of the employment of the security personnel, especially as it relates to financial penalties it might impose where personnel do not report for scheduled duty.

Bidders must ensure where public drivers' permits are required by identified security personnel to drive company vehicles to transport staff for duty. Those costs must be paid by the security company and not by the designated driver.

### **1.3. Human Resource Management**

The successful bidder shall ensure that all security personnel receive their applicable salary slips on a monthly basis, reflecting leave credits, detailed breakdown of salary income and deductions. Bidders must ensure that security personnel have access to organised labour activities and that designated union representatives attend to employees during the contract period.

Bidders must indicate in their proposal what strategies will be implemented to retain staff. Due to the local employment requirement, the pool of resources is limited, which is exacerbated by limited availability of accommodation in Carnarvon.

Operational management of the successful bidder shall attend to meetings with the deployed management staff on a quarterly basis. At the same time, senior management will attend to the Joint Planning Committee Meetings at least twice a year and ensure representation at the Security Officers Liaison Forum which is held quarterly on a prescribed schedule.

#### **1.4. Local Employment Requirement**

As part of SARAO's commitment to local skills development and employment it is a requirement of this contract that **100%** of the appointed bidder's staff must comply with the definition of 'local employment' (as defined on page 7 above). Priority must be given to those qualifying personnel within the immediate area of the SKA i.e. Carnarvon, Williston, VanWyksvlei and Brandvlei. This requirement will be audited on a quarterly basis and detailed motivations will be required on deviations from this requirement.

#### **1.5. Established local security office**

The successful bidder shall establish a fully equipped accessible local office to be used for administrative and training purposes. All human resource management and record keeping of staff records shall be maintained and kept at the office. The successful bidder shall submit a contract / lease agreement of the office space to the SARAO Chief Security Officer no later than one month after the bid award.

#### **1.6. Staff Uniform**

All security guards shall be dressed in a distinctive uniform. The successful service provider shall ensure that the security guards look neat and that the deployed uniform is appropriate for local conditions. All security guards shall have 2 sets of summer uniform and 2 sets of winter uniform issued on an annual basis.

Bidders will be required to provide a detailed description of the uniform pieces for summer and winter to be distributed to security guards. In responding to the description and type of uniform to be issued, bidders are reminded of the harsh weather and working conditions the security guards are exposed to on a daily basis. Details must be provided as to when, on an annual basis these uniforms will be provided to security personnel for monitoring and compliance purposes.

#### **1.7. Staff Transport and Vehicle Deployment to SKA Site**

Provision shall be made for the transportation of security guards to and from deployment points per shift. Bidders must consider distances provided in the SKA site information above to ensure that the necessary resources are available to deploy personnel effectively and timeously for duties. Due to the distances to be travelled for the deployment of security guards, bidders must consider and present in their tender response, effective strategies that would ensure that security guards reaching their central drop off point after shift, no later than in a 1 hour and 30 minutes.

A minimum of two (2) full time vehicles must be deployed per shift for patrolling between security control points on SKA site. The vehicles will ensure that supervisors are mobile and, in a position to respond to calls for assistance, inspections and respond to illegal access/parking next to roads and escorting of identified private vehicles between security access control points.

All deployed vehicles shall have the required first aid kits and fire extinguishers. All vehicles deployed shall be **diesel only** as no petrol vehicles are allowed on site.

### **1.8. Equipment**

Every deployed security guard shall be equipped with the following standard equipment:

- Torch
- Handcuffs
- Baton / Tonfa
- Pocket Book
- Face mask as per Covid Regulations
- Hand Sanitiser

### **1.9. Registers**

The successful bidder shall ensure that the following registers are deployed for use:

- Registers for Deployment Points
  - Occurrence Book
  - Access Control Register
  - Telephone Register
  - Key Register
    - Vehicles
    - Accommodation
    - Buildings
  - Safe Storage Register
- Registers for Management of Security Guards
  - Duty on Register
  - Leave Register
  - Extra Shift Register
  - Queries Register
  - Discipline / Hearing Register

### **1.10. Compulsory NKP Training**

#### **• Training Audit**

The successful bidder shall submit, within the first month after the contract award, a detailed training audit of all appointed security guards. The audit must include training details of each employed security guard. Every security guard must comply with the minimum requirement of a C grade – security guards; B-grade – supervisors; and A- grade for Security Control Officers.

The successful bidder shall submit a training plan to the SARAO: Chief Security Officer that will ensure that all security guards will comply with the minimum training standards for National Key Points.

#### **• Compulsory Training for NKP**

All registration, training and refresher courses as required by PSIRA and the National Key Points legislation must be adhered

to and complied with at all times. Accredited training providers and facilities must be used at all times. The following list of compulsory training and refresher courses must be conducted at least twice a year as per approved training schedule. More training interventions may be conducted as the need arises.

- The officer must have completed PSIRA Grade “E to C” training (Minimum requirement)
- The personnel requirement also includes Grade B and Grade A security personnel. Deployed staff in those positions must have completed the PSIRA Grade A and/or B training
- Unit Standard 116534 – Carry out basic First Aid Treatment in the workplace
- Unit Standard 12484 – Perform Basic Fire Fighting
- Unit Standard 246693 – The requirements for safeguarding a National Key Point
- Unit Standard 117705 – Demonstrate Knowledge of the Firearms Control Act 60 of 2000
- Unit Standard 119649 – Handle and Use a Handgun
- Unit Standard 119650 – Handle and Use a Self-loading Rifle or Carbine
- Unit Standard 119652 – Handle and Use a Shotgun
- Unit Standard 123515 – Handle and Use a Handgun for Business Purposes
- Unit Standard 123511 – Handle and Use a Self-loading Rifle or Carbine for Business Purposes
- Unit Standard 123514 – Handle and Use a Shotgun for Business Purposes

The officer must complete handgun training and one additional firearm either shotgun or self-loading rifle/carbine.

• **Compulsory Refresher training shall be undertaken:**

- Safeguarding a National Key Point. This must be done annually
- Refresher Training in terms of Regulation 21 of the Firearms Control Act – Officers will be trained in legal aspects and practical use of the firearm(s) in which he/she holds a competency certificate. This must be done annually.

• **Required as returnable documents for the following:**

- Certificate as an accredited training provider with SASSETA (In-House or Contracted); The accreditation of the service provider must cover all the unit standards as listed above.
- Proof of accredited training facilities of the accredited training service provider (contracted or in-house).; and
- Proof of approval to provide training at a facility other than accredited training facility. Service providers are reminded that training can only be provided at the accredited training facility. If a decision is made to provide training close to the security service site, service providers need to obtain approval from the Training Section from the SAPS NKP Division to do so.;
- Proof of registration as NKP training service provider from the SAPS Head Office National Key Point Division.

IT IS STRONGLY RECOMMENDED THAT SERVICE PROVIDERS ENGAGE WITH THE PROVINCIAL SAPS NKP COMMANDER IN KIMBERLEY TO ENSURE THAT YOU HAVE THE CORRECT RETURNABLE DOCUMENTS FOR SUBMISSION FOR THIS BID

• **Firearm Training**

The SKA NKP situated at the Losberg Site Complex is deemed to be an operational National Key Point. However due to the nature of the SKA Facility being an Astronomy Reserve, a decision was taken by the SKA NKP Joint Planning Committee (JPC) that no firearms will be deployed as a matter of course. However, all security staff must be trained in the required firearm types and refresher courses and shooting practices must be maintained for all staff at all times as if firearms would have been deployed on a daily basis.

The successful bidder shall ensure that firearm competency certificates for all security guards, supervisors and control officers are maintained and valid at all times.

IN THE EVENT WHERE A DECISION IS MADE BY THE SKA NKP JPC TO DEPLOY FIREARMS, THE SUCCESSFUL BIDDER SHALL DEPLOY THE IDENTIFIED FIREARMS WITHIN 24 HOURS AFTER WRITTEN NOTIFICATION FROM THE SARAO CHIEF SECURITY OFFICER.

- **NKP Annual Shooting Competitions**

Provision shall be made in the submitted budget to ensure that the full security staff complement is provided with the opportunity to participate in the Provincial and National Shooting competition of National Key Points as prescribed by the Provincial Commander Strategic Installations. This requirement entails that provision must be made for identified staff to participate in practice shoots, transport and accommodation to attend provincial and national shooting competitions and if selected, adequate ammunition for all competitions and practices.

The successful bidder must maintain all valid and current training certificates of the full security complement and provide applicable information on a monthly basis to the SARAO Chief Security Officer.

**1.11. Health, Safety, Security and Environmental File**

The successful bidder will be required to submit a comprehensive health, safety security file that will include the following valid and current documents:

- Occupational Health and Safety Policy and Procedure
- Legal Appointed Letters as per regulations – PSiRA Registration Certificates etc.
- Legal Agreements - Section 37(2) OHS Act 85 of 1993 and Regulations Client Specifications as per Regulation 4(1)(a)
- COIDA - Letter of Good Standing
- Certified copies of ID's of all employees on site
- Medical Certificates – Fitness for duty – The successful bidder is responsible to ensure that all staff is fit for duty and must form part of employment of staff
- Drivers Licences and Public Driver Permits – The successful bidder shall ensure that security staff who transport or drive company vehicles shall comply with the applicable legislation and will ensure that Public Driver Permits required for identified security guards to transport personnel for duty is for the cost of the company.
- COVID protocols

**1.12. Radio Frequency Interference (RFI)**

RFI is the biggest threat to the optimal functioning of the SKA Radio Telescope. Bidders need to take note of the following aspects regarding RFI:

- All duties undertaken by security personnel will have a focus on ensuring compliance with the SARAO RFI policy and procedures. Security personnel will be responsible to screen personnel, vehicles and equipment to ensure that RFI controls are supported and complied with.
- All equipment, electronic or mechanical in nature shall be tested by SARAO before deployment will be allowed. Where applicable, SARAO will issue permits with conditions of use.
- The successful bidder will be responsible to transport identified equipment to Cape Town/ Carnarvon for testing purposes.

### **1.13. Security Monitoring at SARAO Information Centre and Artisan Training Centre (ATC) in Carnarvon**

The Information Centre and the Artisan Training Centre are residential houses, converted into office spaces in Carnarvon. SARAO requires bidders to submit proposals to install acceptable security systems that will alert unauthorised access or emergency alerts. This requirement will rely on a security system rather than deployment of a physical presence of a security guard.

- Bidders must inspect both premises and undertake a risk assessment with the view to install security systems that will alert unauthorised access or emergency alerts at these facilities.
- The alerts will be directed to the security control officer on duty to respond and inspect the security alert and report the incident and outcome to the identified SARAO official. If required, the security control officer will mobilise security and/or emergency services.
- Maintenance and repairs to the installed security system shall form part of the service provider's cost under recurrent cost in the costing schedule.

### **1.14. Duties**

#### **1.14.1. General**

Security staff are the buffer built into SARAO facilities to maintain safety and security of such facilities. The duties of security personnel related to maintaining the security standards is as required for National Key Points. However, the SKA Site is an astronomy radio observatory and therefore security staff shall ensure compliance with SARAO RFI policy, procedures and monitoring personnel, vehicles and goods to ensure a safe RFI environment. Security personnel is also responsible to ensure that all who access SARAO facilities comply with all the prescribed health, safety and environmental requirements. The duties listed below form the basis of functions to be executed and as required, be elaborated on as the need required.

#### **1.14.2. Duties of Security Guards Deployed**

- Implement all standing operating procedures related to control of access and securing of identified facilities as prescribed by SARAO. These procedures include but are not limited to:
  - Every security guard must conduct him/her self in a professional and orderly manner while performing duties at designated points.
  - To perform access control duties and patrol the premises to prevent illegal entering and removal of equipment or materials from the premises concerned;
  - Administering alcohol breathalyzer tests in terms of Health and Safety regulations;
  - Management of visitors to the SKA Site and compliance with requirements such as permits for equipment to be used on the SKA Site etc.;
  - Search of vehicles to assess presence of unauthorised equipment using RFI detecting devices allocated for search;
  - Use, inspection and maintenance of applicable registers;
  - To guard and protect the buildings, equipment and material against damage, theft and vandalism;
  - To protect employees and visitors by preventing or minimising risk of injury;
  - The guards on duty shall record all incidents in the occurrence book and report incidents to their supervisors, the Employer and the SAPS if required;
  - To apprehend any suspicious person on the premises and to act as mandated;
  - To clean and maintain security deployment points on a daily basis;

- To report any broken or faulty infrastructure at the security deployment point to the supervisor on duty and record the detail in the occurrence book;
- To effectively use the allocated radio and telephone systems to communicate required information as per standard operating procedure.
- To effectively and efficiently utilise all allocated equipment at the security control point including boom gates and devices such as RFI detection devices, alcohol breathalysers to ensure compliance with standard operating procedures to protect the SKA site.
- Manage and control safe storage facilities.

#### **1.14.3. Duties of Security Supervisors on Duty**

- To ensure the implementation of all standing operating procedures related to control of access and securing of identified facilities as prescribed by SARAO;
- Ensure orderly and timely deployment of guards to security deployment points.
- Supervisors shall ensure that duty-on parades are held at the start of every shift to ensure that
  - All security guards are in attendance for the shift
  - All security guards are neat and dressed in approved uniform
  - All security guards are fit for duty
  - All security guards are in possession of required equipment such as face masks, pocket books etc.
  - Inspect the allocated vehicles for any defaults or damage and ensure that the applicable first aid kits and fire extinguisher is in the vehicle.
- Supervision of deployed guards on a daily basis
- To ensure that the required stationary at the various security access control points is available. Supervisors must ensure that stationary stock is available in the event where registers are full.
- To monitor for possible security threats and risks within the premises or place of duty and report appropriately to the Security Control Officer, SARAO Chief Security Officer and if required to SARAO Site Manager
- To conduct inspections of all security registers per shift and ensure that all incidences are correctly recorded and reported to the Security Control Officer and addressed.
- To regularly inspect and visit access security deployment points to ensure that deployed staff conduct their duties as prescribed;
- To escort unauthorised persons/ vehicles etc from the facility as directed by the Security Control Officer/ Chief Security Officer or SARAO Site Manager.

#### **1.14.4. Duties of the Security Control Officer**

- Security Control Officers are to present themselves to the Employer's Representative on a regular basis.
- To monitor and evaluate possible security threats and risks within the premises or place of duty and report appropriately to the SARAO Chief Security Officer and, if required, to SARAO Site Manager
- To conduct regular on-site inspections of security deployment points and ensure cleanliness of working areas;
- To conduct weekly inspections of all security registers and ensure that all outstanding incidences are closed out appropriately reported on.
- Submit prescribed monthly NKP SAPS site reports to the SARAO Chief Security Officer no later than the 2<sup>nd</sup> day of every month
- Any duties as may be determined by the SARAO Chief Security Officer and agreed upon in writing with the appointed service provider
- Ensure that all administrative and disciplinary processes are undertaken diligently and timeously.

- Ensure that required training, training certification, licences, permits, road worthy and maintenance of vehicles etc of all staff and assets are maintained and valid.
- Ensure all registrations, renewal of licences and permits of security guards are maintained and valid.
- To monitor and respond to security alerts received from the SARAO Information Centre or Artisan Training Centre security systems

### **1.15. *South African Site Information and Instructions***

Bidders need to familiarise themselves with SKA-TEL- SKO-0001040 - South African Site Information and Instructions: SKA1 MID Part A and Part B– Site Information (Annexure A). This document highlights the obligations, requirements, policies, and procedures and instructions that must be understood and complied with when traveling to, visiting, or involved in construction, contracted services or operational activities at the SKA1\_MID site. Bidders for the security tender to consider only those parts which may be applicable to the implementation or impact on security issues. The document provides a broad view on all activities to be undertaken on site and at the Klerefontein support base which will provide a better understanding of the roles and duties of the security service provider at the various facilities.

## **2. STRUCTURE OF BID SUBMISSION**

The requirement contained in Section 1 above is specific to the needs of security services required by SARAO at the Karoo Site. Please take note of the required structure of submitted bids:

### **2.1. *Envelope 1***

Section A – Duly Completed SBD1

Section B - Company Profile

Section C – All returnable documents

C1 – Security Company Registration Documents

C2 – NKP Registration

C3 – All training accreditation and registration documentation

C4 – A comprehensive proposal: this section provides the bidder the opportunity to explain and elaborate on how the service will be rendered based on the requirements contained in the bid and indicate areas the bidder believes will add value to the service rendered. The listed aspects below is high level and bidders are encouraged to elaborate on all requirements contained in the bid under the Section 1 – [Security Requirement](#):

- Render of NKP service
- Staff transfer, recruitment, management and retention
- Training – addressing all required training, additional skills development
- Deployment strategy of staff to site in terms of distances to be travelled, timeousness, et cetera
- Deployment and management of resources
  - Vehicles
  - Uniforms
  - Office support
  - Personnel Management

- C5 – Duly completed Reference Letters as per the template on page 66
- C6 – Duly completed list of projects for the last years as per Annexure B provided
- C7 – All required SBD forms signed

## 2.2. Envelope 2

Section D – Pricing Schedules and detailed explanation as to the schedule provided.

## CONTRACT PERIOD

The contractual period for this bid is **36 months (three (3) years) with an option to extend the contract for an additional 24 months (two (2) years).** The price quoted must be a fixed price for this contract period. Commencement will be the date of final signature on the SBD 7 Contract Form.

## THE BID SELECTION PROCESS

### PREQUALIFICATION CRITERIA

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

### STAGE 1 - SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

Bids will be evaluated for compliance with the procedural requirements of this bid, which entails the completion and/or submission of the returnable documents and schedules specified in the Returnable Documents and Schedules Table on **Page 26-28** below.

**NOTE:** Failure to comply with the mandatory requirements in this stage may result in bid disqualification. However, SARAO may apply the discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature (such as SBD forms or a B-BBEE certificate), and may not pertain to the substance of the bid such as to affect the competitive position of bidders, by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid.

## **STAGE 2 - TECHNICAL EVALUATION**

Bids will be evaluated against the technical criteria outlined on **Page 29-30** below.

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

## **STAGE 3 - PRICE AND PREFERENCE POINTS SCORING**

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

- (i) **Price** - with the lowest priced bid receiving the highest price score as set out in the Preferential Procurement Policy Regulations 2017;
- (ii) **Preference** - preference points as claimed in the preference claim form (SBD6.1) supported by a valid BBEE certificate or sworn affidavit, in the case of EMEs and QSEs, are added to the price ranking scores.

## PRE-QUALIFICATION CRITERIA

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

| Pre-qualification Criteria | Minimum Level | Does bidder comply?<br>(Yes / No) [FOR OFFICE USE] |
|----------------------------|---------------|----------------------------------------------------|
| B-BBEE status level        | 4             |                                                    |

Any bid which fails to meet the stipulated pre-qualification criteria of a B-BBEE level between 1 and 4 will be automatically disqualified from further consideration.

## BID EVALUATION CRITERIA

### STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

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

Each member of a joint venture, or consortium must submit the SBD 1, 4, 6.1, 8 and 9 returnable schedules.

| Document description                                                                                                         | Weight    | Criteria<br>(All criteria are weighted equally to each other)                                                                       | Grading Scheme | Bid Section Reference | SCM Verification |
|------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------|------------------|
| Certificate of Registration as a Security Service Provider with PSiRA                                                        | Mandatory | Has the bidder submitted a valid registration certificate from PSiRA indicating that it is an accredited Security Service Provider? | Yes/No         | Page 15               |                  |
| Confirmation Letter from SAPS NKP Head Office confirming application to be registered as a SKA NKP Security Service Provider | Mandatory | Has the bidder submitted a confirmation letter from SAPS as per the requirement from SAPS in Annexure C provided in this document?  | Yes/No         | Page 15               |                  |
| <b>Training:</b>                                                                                                             |           |                                                                                                                                     |                |                       |                  |
| <ul style="list-style-type: none"> <li>Certificate as an accredited training provider from SASSETA (In-House or</li> </ul>   | Mandatory | Has the bidder submitted an accreditation certificate as a registered training provider from                                        | Yes/No         | Page 18-19            |                  |

|                                                                                                                                                                                                                                            |           |                                                                                                                                                                                                                                                                         |        |              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------|--|
| Contracted)                                                                                                                                                                                                                                |           | SASSETA as proof of accreditation to provide compulsory training as listed in the Security Requirement point 1.10 to security personnel?                                                                                                                                |        |              |  |
| <ul style="list-style-type: none"> <li>Certificate as Proof of accreditation as a <u>training facility</u> of the accredited training service provider (contracted or in-house)</li> </ul>                                                 |           | Has the bidder submitted its accreditation certificate from SASSETA as a registered training facility, as proof of compliance to provide compulsory training as listed in the Security Requirement point 1.10 to security personnel at an approved facility?            | Yes/No | Page 18 - 19 |  |
| <ul style="list-style-type: none"> <li>Certificate / letter as proof of approval to provide training at a facility other than accredited training facility.</li> </ul>                                                                     |           | <p>Has the bidder submitted a letter of approval for an identified facility other than the accredited training facility, where training will be conducted for this contract.</p> <p>Alternative training will only be conducted at an accredited training facility.</p> | Yes/No | Page 18 - 19 |  |
| <ul style="list-style-type: none"> <li>Letter / Certificate as proof of registration as NKP training service provider from the SAPS Head Office National Key Point Division</li> </ul>                                                     |           | Has the bidder submitted proof of its registration as an NKP training service provider, as issued by SAPS Head Office (National Key Point Division)                                                                                                                     | Yes/No | Page 19      |  |
| <ul style="list-style-type: none"> <li><u>Additional</u> - Contract between security service provider and a training service provider – if an <b><u>External Training Service Provider will be used to provide training</u></b></li> </ul> |           | In the event where the bidder has NO in-house training service provider – the bidder must submit a contract with an accredited external service provider to provide the required training for the duration of the contract?                                             | Yes/No | Page 19      |  |
| B-BBEE certificate, or in the case EMEs or QSEs, a Sworn Affidavit confirming annual turnover and level of black ownership                                                                                                                 | Mandatory | Has the bidder met the minimum B-BBEE Level for prequalification?                                                                                                                                                                                                       | Yes/No | Page 26      |  |
| <b>SBD 1 Form</b><br>(Invitation to Bid)                                                                                                                                                                                                   | Mandatory | Has the bidder completed and signed the SBD 1 Invitation to Bid form?                                                                                                                                                                                                   | Yes/No | Page 54-55   |  |
| <b>SBD 3.3 Form</b><br>(Pricing Schedule) – submitted in a separate electronic folder                                                                                                                                                      | Mandatory | Has the bidder submitted two pricing schedules for the 3-year period of initial contact; and<br>2-year period for a possible extension of contract?                                                                                                                     | Yes/No | Page 46-52   |  |

|                                                                                                                                                                                                                                                                           |           |                                                                                                                                                                                              |        |             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------|--|
| <b>SBD 4 Form</b><br>(Declaration of Interest)                                                                                                                                                                                                                            | Mandatory | Has the bidder completed and signed the SBD 4 form?<br><br>Has the bidder disclosed any conflict of interest which would preclude it from responding to this bid?                            | Yes/No | Page 56-57  |  |
| <b>SBD 6.1 Form</b><br>(Preferential Points Claimed)                                                                                                                                                                                                                      | Mandatory | Has the bidder completed and signed the SBD 6.1 form?                                                                                                                                        | Yes/No | Page 58-60  |  |
| <b>SBD 8 Form</b><br>(Declaration of Bidders' Past SCM Practices)                                                                                                                                                                                                         | Mandatory | Has the bidder completed and signed the SBD 8 form?<br><br>Has the bidder declared any performance issues with government?                                                                   | Yes/No | Page 61-62  |  |
| <b>SBD 9 Form</b><br>(Declaration of Independent Bid Determination)                                                                                                                                                                                                       | Mandatory | Has the bidder completed and signed the SBD 9 form?<br><br>Did the bidder independently determine its bid?                                                                                   | Yes/No | Page 63-65  |  |
| <b>SBD 1 Form</b><br>(Bid signature)                                                                                                                                                                                                                                      | Mandatory | Has the bidder confirmed that its bid is validly submitted?                                                                                                                                  | Yes/No | Page 66     |  |
| <b>Bid Submission Structure</b>                                                                                                                                                                                                                                           | Mandatory | Has the bidder complied with the bid submission structure as set out in Section 2 of the Bid Requirement                                                                                     | Yes/No | Page 23     |  |
| <b>A comprehensive technical proposal</b> addressing all aspects contained in Section 1 of the Bid Requirement                                                                                                                                                            | Mandatory | Has the bidder submitted a comprehensive proposal explaining how they will provide the service and manage staff and other related matters as per the specification?                          | Yes/No | Page 16-17  |  |
| <b>Three (3) reference letters</b> must be provided ( <u>indicating satisfactory services provided</u> ) for projects <u>similar in nature</u> to this service requirement, worked on in the last five (5) years ( <b>Reference letter template provided on page 65</b> ) | Mandatory | Has the bidder provided 3 reference letters as per or similar to the provided template on page 66 supporting satisfactory service for projects similar in nature to the service requirement? | Yes/No | Page 23, 67 |  |
| Provide a <u>list of at least 5 projects</u> worked on in the last five (5) years <u>similar in nature</u> to this service requirement. Use the <b>template provided in– Annexure B</b> )                                                                                 | Mandatory | Has the bidder provided a list of at least 5 projects worked on the last 5 years, similar in nature as per the provided template in <b>Annexure B</b>                                        | Yes/No | Page 23     |  |

## STAGE 2 - TECHNICAL EVALUATION

Bids will be evaluated in terms of the mandatory functionality criteria in the table below. Bids must achieve a YES for each criterion marked as mandatory, in order to be responsive to this stage of evaluation and proceed to be evaluated further in Stage 3.

| Evaluation Criteria                                                                                                                                                                                                                                                                       | Weight    | Assessment Methodology                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Assessment |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|
| 1. Service Provider must have a minimum of 5 years of experience rendering security services as a National Key Point provider                                                                                                                                                             | Mandatory | Completed Annexure B list of projects<br>Mandatory Reference letters provided as per provided template on page 66<br>Company profile                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes / No   |  |
| 2. Service Provider to have at <b>least 1</b> (listed in the project list) previous/current projects in <u>AREA 3</u> as per the <u>classifications made by the Security Regulator in terms of salary scales</u> for the categories of guards employed in a predetermined geographic area | Mandatory | Completed Annexure B list of projects<br>Mandatory Reference letters provided as per provided template on page 66<br>Company profile                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes / No   |  |
| 2.1 The bid calls for a detailed project proposal responding to the security requirement listed in the Service Specification Section 1.                                                                                                                                                   | Mandatory | Did the bidder respond to the 15 listed points in the Service Specification in Section 1 addressing the following:<br>Staff:<br>How recruitment, employment of required staff complement will be achieved and how retention of staff will be implemented.<br>How compliance with mandatory training and local employment requirement will be addressed.<br>Elaborate on how human resource management addressing aspects of uniform, transport, equipment will be rolled out at the local security site.<br>Provide an operational plan as to how day to day operations will be implemented with attention to deployment of shifts, required resources and how duties listed in Section 1.14 will be executed.<br>How services will be rendered in relation to all the requirements contained in the policies provided in | Yes / No   |  |

|                                                                                                                                                                             |           |                                                                                                                                                                                                                        |          |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--|
|                                                                                                                                                                             |           | Annexure A of this bid document.                                                                                                                                                                                       |          |  |
| 3. Uniform – detailed description of summer and winter uniform                                                                                                              | Mandatory | Uniform to address hot/cold temperatures experienced during summer/winter time and protection of security personnel in harsh weather conditions and placement at remote security access control points.                | Yes / No |  |
| 4. Approach to undertaking training and skills audit, and compilation of a scheduled training plan to ensure compliance with training requirement contained in Section 1.10 | Mandatory | Bidder must indicate in the proposal how the training and skills audit will be done and outline a training plan. Details and experience of skilled trainers will contribute to this consideration.                     | Yes / No |  |
| 5. Vehicle and Equipment deployment, management and maintenance                                                                                                             | Mandatory | Bidder must indicate in the bid proposal the number of vehicles that will be deployed for service to be rendered, personnel to be transported, maintenance schedules (vehicles) and distribution schedules (clothing). | Yes / No |  |

|                                                     |                              |                          |
|-----------------------------------------------------|------------------------------|--------------------------|
| <b>BIDDER IS ABLE TO DELIVER THE SPECIFICATION?</b> | <b>YES – PASS TO PRICING</b> | <b>NO – DISQUALIFIED</b> |
|-----------------------------------------------------|------------------------------|--------------------------|

### STAGE 3 – PRICE AND B-BBEE POINTS SCORING

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

| CRITERIA                                          | POINTS |
|---------------------------------------------------|--------|
| PRICE                                             | 90     |
| B-BBEE STATUS LEVEL OF CONTRIBUTION               | 10     |
| TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED | 100    |

# PART A.1 – BID PREPARATION

## BIDDING INSTRUCTIONS

|           |                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.</b> | <b><u>Late bids</u></b>                                                                                                                                                                                                                                                                                                                                                          |
|           | Bids received after the closing time and/or date shall not be considered.                                                                                                                                                                                                                                                                                                        |
| <b>2.</b> | <b><u>Authority of bid signatory</u></b>                                                                                                                                                                                                                                                                                                                                         |
|           | The bid must be signed by a person duly authorised to do so.                                                                                                                                                                                                                                                                                                                     |
| <b>3.</b> | <b><u>Clarification of the bid</u></b>                                                                                                                                                                                                                                                                                                                                           |
| 3.1       | A bidder requiring any clarification of the bid documents may direct the request for clarification in writing, to the SARAO representatives listed on the cover page of this bid document.                                                                                                                                                                                       |
| 3.2       | A response will be provided by SARAO in writing. The response (including an explanation of the query, but without identifying the source of the query) will be sent to all prospective, identifiable bidders.                                                                                                                                                                    |
| <b>4.</b> | <b><u>Bid preparation costs</u></b>                                                                                                                                                                                                                                                                                                                                              |
|           | Bidders will be responsible for all costs associated with the preparation and submissions of their bids.                                                                                                                                                                                                                                                                         |
| <b>5.</b> | <b><u>Counter proposals</u></b>                                                                                                                                                                                                                                                                                                                                                  |
|           | No counter proposals will be accepted.                                                                                                                                                                                                                                                                                                                                           |
| <b>6.</b> | <b><u>Alterations to the bid document</u></b>                                                                                                                                                                                                                                                                                                                                    |
|           | Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by SARAO, i.e. the completion of the schedules indicated as mandatory for completion. Any alterations made to the content of this bid document other than those mandated by SARAO will result in the invalidation of a bidder's submission. |
| <b>7.</b> | <b><u>Submitting a tender offer</u></b>                                                                                                                                                                                                                                                                                                                                          |
| 7.1       | 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.                                                                                                                                                                                                     |
| 7.2       | Each party to a joint venture or consortium must individually complete and submit the SBD returnable schedules included in this bid document.                                                                                                                                                                                                                                    |
| 7.3       | Bidders must return all returnable documents and schedules after completing them in their entirety, preferably electronically, or by writing legibly in non-erasable ink. The bid document must be submitted in its entirety.                                                                                                                                                    |
| <b>8.</b> | <b><u>Alternative Tender Offers</u></b>                                                                                                                                                                                                                                                                                                                                          |
| 8.1       | Unless otherwise stated in this bid document, alternative tender offers may only be submitted if a main tender offer, strictly in accordance with all the requirements of the bid documents is also submitted, as well as a schedule that compares the requirements of the bid document with the alternative requirements proposed.                                              |
| 8.2       | An alternative tender offer must be based only on the criteria stated in this bid document, or criteria otherwise acceptable to SARAO.                                                                                                                                                                                                                                           |
| 8.3       | An alternative tender offer will only be considered if the main tender offer is the winning tender.                                                                                                                                                                                                                                                                              |
| <b>9.</b> | <b><u>Clarification of bidder's tender offer after submission</u></b>                                                                                                                                                                                                                                                                                                            |
| 9.1       | 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).                                                                                  |

|            |                                                                                                                                                                                                                                                                                                                                                        |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.2        | No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.                                                                                                                                                                                                                                |
| <b>10.</b> | <b><u>Two envelope system</u></b>                                                                                                                                                                                                                                                                                                                      |
| 10.1       | SARAO utilises the two-envelope system to minimise any form of price bias in the technical evaluation phase.                                                                                                                                                                                                                                           |
| 10.2       | All responses must be submitted in two sealed envelopes, alternatively two electronic folders (if submissions are required to be electronic); the first envelope/folder shall contain the technical, and compliance response and the second shall contain only the pricing response.                                                                   |
| 10.3       | Bidders must ensure that they do not include any pricing details in the first envelope/folder, as SARAO reserves the right to disqualify such bids.                                                                                                                                                                                                    |
| 10.4       | <b>Bidders are required to package their bid as follows:</b> <ul style="list-style-type: none"> <li>• Envelope/ Folder 1: Compliance and Technical Response</li> <li>• Envelope/ Folder 2: Pricing Response</li> </ul>                                                                                                                                 |
| <b>11.</b> | <b><u>Central Supplier Database registration</u></b>                                                                                                                                                                                                                                                                                                   |
|            | Bidders must be registered on the National Treasury Central Supplier Database ('CSD') in order to be recommended for the award of this bid, and must provide their CSD supplier number in their bid submission.                                                                                                                                        |
| <b>12.</b> | <b><u>Tax compliance status</u></b>                                                                                                                                                                                                                                                                                                                    |
| 12.1       | 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).                                                                                                                                                     |
| 12.2       | Each party to a joint venture, consortium or partnership must comply with the above requirement.                                                                                                                                                                                                                                                       |
| 12.3       | 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 such timeframe as may be granted by SARAO in writing.                                                                                                            |
| <b>13.</b> | <b><u>Invalid bids</u></b>                                                                                                                                                                                                                                                                                                                             |
|            | Tenders shall be invalid if –                                                                                                                                                                                                                                                                                                                          |
| 13.1       | In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer.                                                                                                                                                                                                                                           |
| 13.2       | The bidder has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.                        |
| 13.3       | The bidder has been restricted from doing business with the SARAO.                                                                                                                                                                                                                                                                                     |
| <b>14.</b> | <b><u>Price negotiations prior to award</u></b>                                                                                                                                                                                                                                                                                                        |
| 14.1       | The award of this bid may be subject to price negotiations with the preferred bidder or bidders, where there are opportunities for realising cost savings, or where bid prices are not market related.                                                                                                                                                 |
| 14.2       | SARAO reserves the right to reject overpriced or under-priced bids outside the identified price range for the bid.                                                                                                                                                                                                                                     |
| <b>15.</b> | <b><u>SARAO's right to vary requirements at time of award</u></b>                                                                                                                                                                                                                                                                                      |
|            | SARAO reserves the right, at the time of making the award, to decrease the quantity of goods specified in the pricing schedule without any change to the unit price(s), or the terms and conditions of the bid, provided that the items to be decreased were specified in the bid document to be optional, or to be quoted on for indicative purposes. |
| <b>16.</b> | <b><u>Cancellation of the bid prior to award</u></b>                                                                                                                                                                                                                                                                                                   |
|            | SARAO reserves the right to cancel this bid at any time before award, where -                                                                                                                                                                                                                                                                          |
| 16.1       | Due to changed circumstances there is no longer a need for the services specified in this bid.                                                                                                                                                                                                                                                         |
| 16.2       | Funds are no longer available to cover the total envisaged expenditure for the project.                                                                                                                                                                                                                                                                |

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16.3       | No bids meet the required specifications.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 16.4       | There is a material irregularity in the bid process.                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>17.</b> | <b><u>Bid award</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 17.1       | The bid will be awarded after approval by the NRF's Delegated Authority, to the bidder with the highest combined score for Price and B-BBEE status level, unless other objective criteria, specified in the bid document, applies.                                                                                                                                                                                                             |
| 17.2       | The award will be subject to final verification of the bidder's tax compliance status.                                                                                                                                                                                                                                                                                                                                                         |
| <b>18.</b> | <b><u>Collusion, fraud and corruption</u></b>                                                                                                                                                                                                                                                                                                                                                                                                  |
|            | 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.                                                                                                                                                                                                                                                                     |
| <b>19.</b> | <b><u>Fronting</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 19.1       | 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.                                                                                   |
| 19.2       | SARAO's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.                                                                                                                                                                                                                                                                                                             |
| 19.3       | 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.                                                                                                                                                                                                                             |
| 19.4       | 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. |
| <b>20.</b> | <b><u>Disclaimers</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | SARAO has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. SARAO has no liability towards the bidders in connection therewith.                                                                                                    |
| <b>21.</b> | <b><u>General definitions</u></b>                                                                                                                                                                                                                                                                                                                                                                                                              |
| 21.1       | <b>"B-BBEE"</b> means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.                                                                                                                                                                                                                                                                                                        |
| 21.2       | <b>"B-BBEE status level of contributor"</b> means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.                                                                                                                                                                                                         |
| 21.3       | <b>"Bid"</b> means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.                                                                                                                                                                                |
| 21.4       | <b>"Broad-Based Black Economic Empowerment Act"</b> means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).                                                                                                                                                                                                                                                                                                           |
| 21.5       | <b>"Contract"</b> means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations.                                                  |

|       |                                                                                                                                                                                                                                                                                                                                         |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21.6  | <b>“EME”</b> means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.                                                                                                                                   |
| 21.7  | <b>“Functionality”</b> means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents.                                                                                                                                                                              |
| 21.8  | <b>“Proof of B-BBEE status level of contributor”</b> means: <ul style="list-style-type: none"> <li>- B-BBEE Status level certificate issued by an authorized body or person;</li> <li>- A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;</li> <li>- Any other requirement prescribed by the B-BBEE Act.</li> </ul> |
| 21.9  | <b>“QSE”</b> means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.                                                                                                                         |
| 21.10 | <b>“Equipment”</b> means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.                                                                                                                                                             |
| 21.11 | <b>“NRF”</b> means the National Research Foundation and it is used interchangeably with its business units managing the contract being SARAO.                                                                                                                                                                                           |

# PART B – THE CONTRACT

## SPECIAL CONDITIONS OF CONTRACT

**These Special Conditions of Contract must be cross-referenced against the General Conditions of Contract (GCC) (p.39-44). The Special Conditions of Contract qualify or augment specific clauses of the GCC, or introduce conditions not included in the GCC.**

|                                                         |                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>                                                | <b>Definitions</b>                                                                                                                                                                                                                                                                |
| <i>Substitute GCC Clause 1.21 with the following:</i>   |                                                                                                                                                                                                                                                                                   |
| 1.21                                                    | "Purchaser" means the <b>South African Radio Astronomy Observatory (SARAO)</b> .                                                                                                                                                                                                  |
| <i>Substitute Clause 1.24 with the following:</i>       |                                                                                                                                                                                                                                                                                   |
| 1.24                                                    | "Services" shall mean all activities pertaining to the deliverables the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" or "goods" appear in the GCC. |
| <i>Add the following after Clause 1.25:</i>             |                                                                                                                                                                                                                                                                                   |
| 1.26                                                    | "Supplier" means the provider of the services, with whom the contract is concluded.                                                                                                                                                                                               |
| <b>3</b>                                                | <b>General</b>                                                                                                                                                                                                                                                                    |
| <i>Substitute Clause 3.2 with the following clause:</i> |                                                                                                                                                                                                                                                                                   |
| 3.2                                                     | The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.                                                                                                           |
| <i>Add the following clauses after Clause 3.3</i>       |                                                                                                                                                                                                                                                                                   |
| 3.3                                                     | All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.                                                        |
| 3.4                                                     | The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.                                                       |
| <b>3.5</b>                                              | <b>The supplier shall:</b>                                                                                                                                                                                                                                                        |
| 3.5.1                                                   | Only when notified of the acceptance of the bid by the issuing of a purchase order, commence with and carry out the delivery of the services in accordance with the contract, to the satisfaction of the purchaser.                                                               |
| 3.5.2                                                   | Insure all employees against death or injury that may arise from the delivery of the services.                                                                                                                                                                                    |
| 3.5.3                                                   | Be continuously represented during the delivery of the services by a competent representative duly authorised to execute instructions.                                                                                                                                            |
| 3.5.4                                                   | Comply with all written instructions from the purchaser subject to clause 18.                                                                                                                                                                                                     |
| 3.5.5                                                   | Complete and deliver the services within the period stated in clause 10, or any extended period thereof in terms of clause 21.                                                                                                                                                    |
| 3.5.6                                                   | Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.                                                                                                       |
| 3.5.7                                                   | Comply with the provisions of the Occupational Health and Safety Act and all relevant regulations.                                                                                                                                                                                |
| 3.5.8                                                   | Comply with all laws relating to wages and conditions generally governing the employment of labour in South Africa.                                                                                                                                                               |

|                                                    |                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                    |                                                                                                                                                                                                                                                                                                                                                                              |
| <b>3.6</b>                                         | <b>The Purchaser shall:</b>                                                                                                                                                                                                                                                                                                                                                  |
| 3.6.1                                              | Have 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 the contract. The supplier will be required to attend such meetings, reasonable notice having been given by the purchaser.                                                                                    |
| 3.6.2                                              | Evaluate the supplier's performance on the contract against the expected outcomes and deliverables.                                                                                                                                                                                                                                                                          |
| 3.6.3                                              | Make payment to the supplier for the goods as set out herein within 30 days after works have been accepted.                                                                                                                                                                                                                                                                  |
| 3.6.4                                              | Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.                                                                                                                                                                                                       |
| <b>3.7</b>                                         | <b>Contract management meetings</b>                                                                                                                                                                                                                                                                                                                                          |
| 3.7.1                                              | A meeting between the supplier and the purchaser shall take place within two weeks of signing the contract, to confirm the final agreed specification, validate the methodology to be applied, and finalise the project delivery schedule.                                                                                                                                   |
| 3.7.2                                              | The purchaser will initiate, schedule and chair all contract management meetings.                                                                                                                                                                                                                                                                                            |
| 3.7.3                                              | Contract management meetings will be held in such manner, physically or virtually, as is agreed upon by the parties.                                                                                                                                                                                                                                                         |
| <b>3.8</b>                                         | <b>Primary location of work</b>                                                                                                                                                                                                                                                                                                                                              |
| 3.8.1                                              | The services will be provided at the locations specified in the bid specifications, and at such additional locations as are specified by the purchaser.                                                                                                                                                                                                                      |
| <b>11</b>                                          | <b>Insurance</b>                                                                                                                                                                                                                                                                                                                                                             |
| <b>Substitute Clause 11.1 with the following:</b>  |                                                                                                                                                                                                                                                                                                                                                                              |
| 11.1                                               | Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:                                                                                                                                                                                                                      |
| 11.1.1                                             | General public liability insurance and professional indemnity insurance to the value of R10 million, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract.                                                |
| 11.1.2                                             | SARAO assets in custody of the contractor must be insured for the value of the replacement value of the asset.                                                                                                                                                                                                                                                               |
| 11.1.3                                             | Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself. |
| 11.1.4                                             | The supplier shall be obliged to furnish SARAO with proof of such insurance as SARAO may require from time to time for the duration of this Contract.                                                                                                                                                                                                                        |
| <b>16.</b>                                         | <b>Payment</b>                                                                                                                                                                                                                                                                                                                                                               |
| <b>Add the following clause after clause 16.4:</b> |                                                                                                                                                                                                                                                                                                                                                                              |
| 16.5                                               | The Supplier's invoices must meet the following minimum requirements:                                                                                                                                                                                                                                                                                                        |
| 16.5.1                                             | Reference the purchase order number                                                                                                                                                                                                                                                                                                                                          |
| 16.5.2                                             | Include statement of account                                                                                                                                                                                                                                                                                                                                                 |
| 16.5.3                                             | 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/delivery in accordance with prescribed quality and/or quantity, conformance to specification, and unit pricing in accordance with the contract and                                                                                                        |

|                                             |                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                             | any purchase orders issued in terms of the contract.                                                                                                                                                                                                                                  |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 17                                          | Prices                                                                                                                                                                                                                                                                                |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Add the following clause after clause 17.1: |                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 17.2                                        | The contract price quoted by the supplier is required to remain firm for the duration of the contract, subject to such adjustments as are specified in the bid specifications.                                                                                                        |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 22                                          | Penalties                                                                                                                                                                                                                                                                             |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Substitute clause 22.1 with the following:  |                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 22.1                                        | Subject to GCC Clause 25, if the bidder fails to perform any or all of the services within the period(s) specified in the contract or at the start of each activity, the purchaser shall, without prejudice to its other remedies under the contract, apply the following penalties – |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                             | <b>Performance being Measured</b>                                                                                                                                                                                                                                                     | <b>Measurement Methodology</b>                                                                                                                                                   | <b>Penalty Trigger</b>                                                                                                                                                                                                                                                                        | <b>Penalty</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                             | Provision of uninterrupted security services, as stipulated in this bid document, for the duration of the contract                                                                                                                                                                    | Deployment of security service at identified security deployment points per 12-hour shift on a 24/7 basis per required complement to the SKA Site and Klerefontein Support Base. | For reasons directly attributable to the contracted bidder and/or any of its security guards, which reasons are not related to emergency <sup>1</sup> , any of the designated sites are left unguarded and without the full complement of security guards required in terms of this contract, | Unguarded site or incomplete security complement -<br>> 1 hour – R500 per hour<br>> 12 hours – R1000 per hour<br>=> 24 hours – R12 000 per day, and SARAO shall send a formal written notice to the contracted bidder to remedy the default with immediate effect, failing which GCC clause 23 (termination) will be invoked.                                                                                                                                             |
|                                             | Implementation of an annual training plan to ensure compulsory training of security personnel                                                                                                                                                                                         | Training as per the requirements of PSiRA and the SAPS National Key Point HQ Directorate                                                                                         |                                                                                                                                                                                                                                                                                               | In the event of delay to the delivery of the project due to the default, non or poor performance of the contracted bidder, the following percentage deduction on the contracted bidder's monthly invoice will be imposed as a penalty:<br><br>Non- compliance of trained staff - 5 % of staff complement per annum = 2% of monthly invoice until compliance of trained staff is achieved with proof of compliance<br><br>Non- compliance of trained staff - 15 % of staff |

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

|                                           |                                                                                                                                                                                                                                                          |                                                                                                                                                     |                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           |                                                                                                                                                                                                                                                          |                                                                                                                                                     |                                                                                                                                                                                 | <p>complement per annum = 5% of monthly invoice, until compliance of trained staff is achieved with proof of compliance</p> <p>In the event where more than 15% of staff complement is not trained in the required compulsory training programmes, it would be deemed as non-performance and General Condition of Contract Clause 23 will be triggered.</p>                                                                                                         |
|                                           | Compliance with the Regulations <sup>2</sup> Regarding the Appointment of Guards by Owners of National Key Points and the Powers of Such Guards (dated 19 April 1985) promulgated in terms of the National Key Points Act                                | The contracted bidder must ensure that the security services are at all times during the contract, conducted in compliance with the NKP Regulations | The contracted bidder breaches or allows its security guards, or any of its employees, agents or representatives breach any of the applicable provisions of the NKP Regulations | Over and above penalties that may be imposed by the Minister in terms of the Regulations, SARAO will impose the following penalties in the event of breach of the NKP Regulations –<br><br>R500 per day until the breach is remedied;<br><br>Where a breach persists for more than 7 days, SARAO shall send a formal written notice to the contracted bidder to remedy the breach with immediate effect, failing which GCC clause 23 (termination) will be invoked. |
|                                           | Contract Cost                                                                                                                                                                                                                                            | Both parties jointly check that project is within proposed budget                                                                                   | There are unbudgeted cost overruns on the project                                                                                                                               | Costs outside the scope of the project or which have not been approved by the SARAO contract manager will be for the account of the appointed service provider                                                                                                                                                                                                                                                                                                      |
| 31                                        | Notices                                                                                                                                                                                                                                                  |                                                                                                                                                     |                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Substitute Clause 31 with the following - |                                                                                                                                                                                                                                                          |                                                                                                                                                     |                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 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 |                                                                                                                                                     |                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

<sup>2</sup> Specifically, Regulations 6(2), 7(2)-(4), 8, 10(2)(b), 12, 13, 14, 15, 18 and 19(3)

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|                                                   | to have been received when:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 31.1.1                                            | Hand delivered – on the day of delivery;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 31.1.2                                            | Registered mail – five (5) working days after mailing;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 31.1.3                                            | Email – after it has been sent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>ADDITIONAL CONDITIONS OF CONTRACT</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <i>Add the following clause after clause 34 -</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>35</b>                                         | <b>Occupational Health and Safety when working on SARAO sites</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 35.1                                              | All personnel performing work on SARAO sites as part of this contract are responsible to undergo safety induction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 35.2                                              | Over and above the obligations required by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the appointed bidder will be required to comply with all relevant health and safety instructions given to them by 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. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites. |
| 35.3                                              | The appointed bidder, once signing the contract (SBD 7), 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 appointed bidder must perform all work and use equipment on site in compliance with the provisions of the Act.                                                                                                                                                                                                                                                                                            |
| 35.4                                              | Where applicable, the appointed bidder must submit its Letter of Good Standing in terms of the COID Act to NRF Corporate, and must ensure that it remains valid for the duration of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 35.5                                              | Where applicable, the appointed bidder must maintain a health and safety plan complying with the requirements of the Act at the work site during the period that contracted work takes place on the site.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 35.6                                              | SARAO will manage the appointed bidder in its capacity to execute this contract to meet the provisions of the Act and the Regulations promulgated in terms thereof. The appointed bidder shall accept liability for any contraventions of the Act. Each member of the appointed bidder's team (including sub-contracted personnel), must submit a signed indemnity form prior to entering the work site, which must be kept in the appointed bidder'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.

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| <b>GCC 1</b> | <b>Definitions – The following terms shall be interpreted as indicated:</b>                                                                                                                                                                                                                                                                                                              |
| 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 |

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| 1.7          | "Day" means calendar day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1.8          | "Delivery" means delivery in compliance of the conditions of the contract or order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.9          | "Delivery ex stock" means immediate delivery directly from stock actually on hand.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.10         | "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.                                                                                                                                                                                                                                                               |
| 1.11         | "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.                                                                                                                                                                                                                                                                                                                                                                 |
| 1.12         | "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.                                                                                                                                                                                                                                            |
| 1.13         | "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.                                                                                                                                                                                       |
| 1.14         | "GCC" mean the General Conditions of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.15         | "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.16         | "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. |
| 1.17         | "Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1.18         | "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.19         | "Order" means an official written order issued for the supply of goods or works or the rendering of a service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.20         | "Project site", where applicable, means the place indicated in bidding documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.21         | "Purchaser" means the organization purchasing the goods.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.22         | "Republic" means the Republic of South Africa.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.23         | "SCC" means the Special Conditions of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1.24         | "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.                                                                                                                                                                                                                                           |
| 1.25         | "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>GCC2</b>  | <b>Application</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>GCC 3</b> | <b>General</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3.1          | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.                                                                                                                                                                                                                                                                                                                                                          |
| 3.2          | With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>                                                                                                                                                                                                                                |
| <b>GCC 4</b> | <b>Standards</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4.1          | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>GCC 5</b> | <b>Use of contract documents and information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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.                                                                                                                                                                                                                                                                                                                                                                  |
| <b>GCC6</b>  | <b>Patent rights</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>GCC7</b>  | <b>Performance security</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 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:<br>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<br>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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>GCC8</b>  | <b>Inspections, tests and analyses</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 8.1          | All pre-bidding testing will be for the account of the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8.2          | If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.                                                                                                                                                                                                                                                                                                                                                                                              |
| 8.3          | If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8.4          | If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8.5          | Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8.6          | Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8.7          | Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. |
| 8.8          | The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>GCC9</b>  | <b>Packing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>GCC10</b> | <b>Delivery and Documentation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>GCC11</b> | <b>Insurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>GCC12</b> | <b>Transportation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 12.1         | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>GCC13</b> | <b>Incidental services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 13.1         | The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:<br>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;<br>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|              | <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p>                                                                                                                                                                                                                                                             |
| 13.2         | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>GCC14</b> | <b>Spare parts</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 14.1         | <p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p>14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p> |
| <b>GCC15</b> | <b>Warranty</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>GCC16</b> | <b>Payment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>GCC17</b> | <b>Prices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>GCC18</b> | <b>Contract amendment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>GCC19</b> | <b>Assignment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GCC20</b> | <b>Subcontract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>GCC21</b> | <b>Delays in supplier's performance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>GCC22</b> | <b>Penalties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>GCC23</b> | <b>Termination for default</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 23.1         | The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:<br>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;<br>23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or<br>23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.                                                                                                                                                                                                                                                                                                                                                   |
| 23.2         | In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 23.3         | Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 23.4         | If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 23.5         | Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 23.6         | If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:<br>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;<br>23.6.2 the date of commencement of the restriction<br>23.6.3 the period of restriction; and<br>23.6.4 the reasons for the restriction.<br>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.                                                                                                                                                                                                                                            |
| <b>GCC24</b> | <b>Anti-dumping and countervailing duties and rights</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 24.1         | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him. |
| SCC          | No special condition applicable, unless specified elsewhere in this document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GCC25</b> | <b>Force Majeure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>GCC26</b> | <b>Termination for insolvency</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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| 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.                                                                                                                                                                                                                                                                                                                                                                          |
| <b>GCC27</b> | <b>Settlement of disputes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 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,<br>27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br>27.5.2 the purchaser shall pay the supplier any monies due the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>GCC28</b> | <b>Limitation of liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 28.1         | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;<br>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<br>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. |
| <b>GCC29</b> | <b>Governing language</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>GCC30</b> | <b>Applicable law</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 30.1         | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>GCC31</b> | <b>Notices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>GCC32</b> | <b>Taxes and duties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>GCC33</b> | <b>National Industrial Participation Programme</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>GCC34</b> | <b>Prohibition of restrictive practices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 34.1         | In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).                                                                                                                                                                                                                                                                                                                                                                                               |
| 34.2         | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.                                                                                                                                                                                                                                                                                                                                                                                                |
| 34.3         | If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.                                                                                                                                                                                                                     |

# PART B.1 – PRICING

## PRICING INSTRUCTIONS

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <b>Applicable Currency:</b> All prices shall be quoted in South African Rand.                                                                                                                                                                                                                                                                                                                                                                                                |
| 2. | <p><b>Completion of Pricing Schedule:</b> Bidders <u>shall complete</u> the pricing schedule in full, inserting all the information required therein.</p> <p>In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the SARAO issued pricing schedule.</p> |
| 3. | <b>Applicability of Quoted Prices:</b> All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.                                                                                                                                                                                                                                                                                               |
| 4. | <b>Total Bid Cost:</b> Prices quoted must be inclusive of all applicable taxes including VAT.                                                                                                                                                                                                                                                                                                                                                                                |
| 5. | <b>Submission of Pricing:</b> Bidders must submit their pricing proposals in a password protected, unzipped electronic folder. The password must be emailed to <a href="mailto:tenders@ska.ac.za">tenders@ska.ac.za</a> . The pricing folder must be clearly labelled as such.                                                                                                                                                                                               |
| 6. | <p><b>Two (2)</b> pricing schedules must be submitted:</p> <p>Pricing Schedule for 3-year contract, estimated to commence 1 October 2021 to 30 September 2024</p> <p>Pricing Schedule for a <b>POSSIBLE</b> extension of time of 2 years, estimated to commence 1 October 2024 to 30 September 2026. The extension of the contract for an additional 2 years shall be at the discretion of SARAO.</p>                                                                        |
| 7. | AREA classification as per the Security Regulator in terms of salary scales for the categories of guards employed in that area. <b>AREA 1</b> Salary Scales SHALL BE applicable for this bid.                                                                                                                                                                                                                                                                                |

## PRICING SCHEDULE (SBD 3.3)<sup>3</sup>

(Submit pricing in separate password protected, unzipped electronic folder)

| Pricing Schedule                                                   |         | 3-year Contact period – First 36 months of Contract |       |                            |                                |                 |       |                |                                                     |       |       |
|--------------------------------------------------------------------|---------|-----------------------------------------------------|-------|----------------------------|--------------------------------|-----------------|-------|----------------|-----------------------------------------------------|-------|-------|
| Description                                                        | Grading | No of Vehicles                                      | QTY'S | Number of Guards per shift |                                | Price per Guard |       | Cost per Month | Total costs per year (36 Months or 3-year CONTRACT) |       |       |
|                                                                    |         |                                                     |       | Day -<br>06:00 -<br>18:00  | Night<br>-<br>18:00 -<br>06:00 |                 | Night |                | Yr. 1                                               | Yr. 2 | Yr. 3 |
| Personnel: Salaries, Allowances, Statutory provisions <sup>4</sup> |         |                                                     |       |                            |                                |                 |       |                |                                                     |       |       |
| Control Officers                                                   | A       |                                                     |       | 2                          | 0                              |                 |       |                |                                                     |       |       |
| Supervisors                                                        | B       |                                                     |       | 2                          | 2                              |                 |       |                |                                                     |       |       |
| Security Officer (Mon - Sun)                                       | C       |                                                     |       | 16                         | 16                             |                 |       |                |                                                     |       |       |
| VEHICLES (Transport of staff and deployment to Site) <sup>5</sup>  |         |                                                     |       |                            |                                |                 |       |                |                                                     |       |       |

<sup>3</sup> All elements in the provided pricing schedule must be completed. Additional elements may be added

<sup>4</sup> Detailed costing must include all elements as per the PSiRA Illustrative Contract Pricing Guideline

<sup>5</sup> Bidders to take note that vehicles are dedicated to the site

| Pricing Schedule                                    |         | 3-year Contact period – First 36 months of Contract |       |                            |                             |                 |       |                |                                                     |       |       |
|-----------------------------------------------------|---------|-----------------------------------------------------|-------|----------------------------|-----------------------------|-----------------|-------|----------------|-----------------------------------------------------|-------|-------|
| Description                                         | Grading | No of Vehicles                                      | QTY'S | Number of Guards per shift |                             | Price per Guard |       | Cost per Month | Total costs per year (36 Months or 3-year CONTRACT) |       |       |
|                                                     |         |                                                     |       | Day -<br>06:00 -<br>18:00  | Night -<br>18:00 -<br>06:00 |                 | Night |                | Yr. 1                                               | Yr. 2 | Yr. 3 |
|                                                     |         |                                                     |       |                            |                             |                 |       |                |                                                     |       |       |
|                                                     |         |                                                     |       |                            |                             |                 |       |                |                                                     |       |       |
| Monthly Diesel Cost                                 |         |                                                     |       |                            |                             |                 |       |                |                                                     |       |       |
| Monthly Overhead Cost <sup>6</sup>                  |         |                                                     |       |                            |                             |                 |       |                |                                                     |       |       |
| SAPS NKP Annual Shoot                               |         |                                                     |       |                            |                             |                 |       |                |                                                     |       |       |
| Security Systems Once Off Cost Info Centre and ATC  |         |                                                     |       |                            |                             |                 |       |                |                                                     |       |       |
| Security Systems Recurrent Cost Info Centre and ATC |         |                                                     |       |                            |                             |                 |       |                |                                                     |       |       |
| Management Fee                                      |         |                                                     |       |                            |                             |                 |       |                |                                                     |       |       |

<sup>6</sup> Bidders must elaborate on what the monthly overhead costs include

| Pricing Schedule |         | 3-year Contact period – First 36 months of Contract |       |                            |                                |                 |       |                |                                                     |       |       |
|------------------|---------|-----------------------------------------------------|-------|----------------------------|--------------------------------|-----------------|-------|----------------|-----------------------------------------------------|-------|-------|
| Description      | Grading | No of Vehicles                                      | QTY'S | Number of Guards per shift |                                | Price per Guard |       | Cost per Month | Total costs per year (36 Months or 3-year CONTRACT) |       |       |
|                  |         |                                                     |       | Day -<br>06:00 -<br>18:00  | Night<br>-<br>18:00 -<br>06:00 |                 | Night |                | Yr. 1                                               | Yr. 2 | Yr. 3 |
|                  |         |                                                     |       |                            |                                |                 |       |                |                                                     |       |       |
|                  |         |                                                     |       |                            |                                |                 |       |                |                                                     |       |       |
|                  |         |                                                     |       |                            |                                |                 |       |                |                                                     |       |       |
|                  |         |                                                     |       |                            |                                |                 |       |                |                                                     |       |       |
| VAT (15%)        |         |                                                     |       |                            |                                |                 |       |                |                                                     |       |       |
| Total incl. VAT  |         |                                                     |       |                            |                                |                 |       |                |                                                     |       |       |

| Pricing Schedule                                                   |         | Possible Contract Extension - 2-year Contact period – 24 Month Contract Extension <sup>7</sup> |       |                              |                                   |                 |       |                |                                                              |       |  |
|--------------------------------------------------------------------|---------|------------------------------------------------------------------------------------------------|-------|------------------------------|-----------------------------------|-----------------|-------|----------------|--------------------------------------------------------------|-------|--|
| Description                                                        | Grading | No of Vehicles                                                                                 | QTY'S | Number of Guards per shift   |                                   | Price per Guard |       | Cost per Month | Total costs per year (24 Months or 2 yr. CONTRACT Extension) |       |  |
|                                                                    |         |                                                                                                |       | Day -<br>06:00<br>-<br>18:00 | Night<br>-<br>18:00<br>-<br>06:00 |                 | Night |                | Yr. 4                                                        | Yr. 5 |  |
| Personnel: Salaries, Allowances, Statutory provisions <sup>8</sup> | A       |                                                                                                |       | 2                            | 0                                 |                 |       |                |                                                              |       |  |
| Control Officers                                                   | B       |                                                                                                |       | 2                            | 2                                 |                 |       |                |                                                              |       |  |
| Supervisors                                                        | C       |                                                                                                |       | 16                           | 16                                |                 |       |                |                                                              |       |  |
| Security Officer (Mon - Sun)                                       |         |                                                                                                |       |                              |                                   |                 |       |                |                                                              |       |  |
| VEHICLES (Transport of staff and deployment to Site) <sup>9</sup>  |         |                                                                                                |       |                              |                                   |                 |       |                |                                                              |       |  |
|                                                                    |         |                                                                                                |       |                              |                                   |                 |       |                |                                                              |       |  |
|                                                                    |         |                                                                                                |       |                              |                                   |                 |       |                |                                                              |       |  |
| Monthly Diesel Cost                                                |         |                                                                                                |       |                              |                                   |                 |       |                |                                                              |       |  |

<sup>7</sup> Contract extension is at the discretion of SARAO.

<sup>8</sup> Detailed costing must include all elements as per the PSiRA Illustrative Contract Pricing Guideline

<sup>9</sup> Bidders to take note that vehicles are dedicated to the site

| Pricing Schedule                                    |         | Possible Contract Extension - 2-year Contact period – 24 Month Contract Extension <sup>7</sup> |       |                            |                             |                 |       |                |                                                              |       |  |
|-----------------------------------------------------|---------|------------------------------------------------------------------------------------------------|-------|----------------------------|-----------------------------|-----------------|-------|----------------|--------------------------------------------------------------|-------|--|
| Description                                         | Grading | No of Vehicles                                                                                 | QTY'S | Number of Guards per shift |                             | Price per Guard |       | Cost per Month | Total costs per year (24 Months or 2 yr. CONTRACT Extension) |       |  |
|                                                     |         |                                                                                                |       | Day -<br>06:00 -<br>18:00  | Night -<br>18:00 -<br>06:00 |                 | Night |                | Yr. 4                                                        | Yr. 5 |  |
| Monthly Overhead Cost <sup>10</sup>                 |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |
| SAPS NKP Annual Shoot                               |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |
| Security Systems Once Off Cost Info Centre and ATC  |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |
| Security Systems Recurrent Cost Info Centre and ATC |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |
| Management Fee                                      |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |
|                                                     |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |
|                                                     |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |
|                                                     |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |

<sup>10</sup> Bidders must elaborate on what the monthly overhead costs include

| Pricing Schedule |         | Possible Contract Extension - 2-year Contact period – 24 Month Contract Extension <sup>7</sup> |       |                            |                             |                 |       |                |                                                              |       |  |
|------------------|---------|------------------------------------------------------------------------------------------------|-------|----------------------------|-----------------------------|-----------------|-------|----------------|--------------------------------------------------------------|-------|--|
| Description      | Grading | No of Vehicles                                                                                 | QTY'S | Number of Guards per shift |                             | Price per Guard |       | Cost per Month | Total costs per year (24 Months or 2 yr. CONTRACT Extension) |       |  |
|                  |         |                                                                                                |       | Day -<br>06:00 -<br>18:00  | Night -<br>18:00 -<br>06:00 |                 | Night |                |                                                              |       |  |
|                  |         |                                                                                                |       |                            |                             | Day             |       |                | Yr. 4                                                        | Yr. 5 |  |
|                  |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |
| VAT (15%)        |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |
| Total incl. VAT  |         |                                                                                                |       |                            |                             |                 |       |                |                                                              |       |  |

| <b>Explanatory Notes to aid in completing the Pricing Schedules.</b>                                                    | <b>Motivation for Parameters</b>                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All control points shall have 2 guards deployed per shift                                                               | With the expansion of the security service and the remote access control stations it is essential that double deployment of staff is implemented at every security control point.                                                                                                                                                               |
| 2 Shifts per day                                                                                                        | Normal shift allocation as per industry practice                                                                                                                                                                                                                                                                                                |
| 2 security supervisors deployed on SKA site per shift                                                                   | The shift deployment is 16 Grade C security guards, distributed over an area of approx. 30 km radius from the MeerKat Core. It is essential that the 2 on site supervisors (Grade B) per shift visit the control points and ensure operational standards are complied with and health and safety of personnel is monitored.                     |
| Number of vehicles                                                                                                      | Deployment of the number of vehicles must take in consideration the duties as per the stated requirement.<br>Vehicles to be used to transport staff must follow regulatory prescripts in terms of number of persons transported etc.<br><b><u>ALL VEHICLES ACCESSING OR BEING DEPLOYED TO THE SITE MUST BE DIESEL DUE TO RFI COMPLIANCE</u></b> |
| 2 Security Control officers appointed with duties shared over 7-day work week                                           | Security service is 24/7. The volume of staff is nearly 40 to manage.                                                                                                                                                                                                                                                                           |
| All training and refresher training as per NKP requirements                                                             | Standard requirement as per regulatory requirement                                                                                                                                                                                                                                                                                              |
| Number of control points to be manned per shift                                                                         | Eight (8)                                                                                                                                                                                                                                                                                                                                       |
| Total number of staff deployment per shift                                                                              | 16 security Grade C + 2 Supervisors Grade B + 2 Control Officer Grade A (day)<br>16 security Grade C + 2 Supervisors Grade B (night)                                                                                                                                                                                                            |
| Provide for annual PSIRA increase at estimated 7%                                                                       | Actual percentage increase to be included based on confirmed bargaining agreements in place at the time of publication of the tender.<br>Estimates of approx. 7% increase to be used for undetermined periods                                                                                                                                   |
| Provide for full uniform summer and winter (2 sets)                                                                     | This include all equipment for deployment for guards                                                                                                                                                                                                                                                                                            |
| Provide for compulsory SAPS provincial and national shooting competitions                                               | The NKP SKA is <u>compelled</u> to participate in the provincial and national shooting competitions on an annual basis. Bidders must make provision for ammunition as well as cost for travel and accommodation for those who attend the competitions and applicable practice sessions.                                                         |
| Provide for firearm training in shotgun, rifle and handgun. Ensure competency training and 3 refresher shoots per annum | The current group of guards are only trained in shotgun and handgun. Strategic installations legislation replacing the NKP Act will require full training. The training is to                                                                                                                                                                   |

| Explanatory Notes to aid in completing the Pricing Schedules. | Motivation for Parameters                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                               | ensure firearm competency and proficiency in the event of emergency deployment of firearms becomes necessary                                                                                                                                                                           |
| Reserve replacement for staff of minimum 5 guards.            | Replacement of staff need to be managed by the security company as reserve staff who get paid per shift if they get short staffed                                                                                                                                                      |
| Provision for full time office in Carnarvon                   | Mandatory requirement                                                                                                                                                                                                                                                                  |
| VAT                                                           | VAT of 15% INCLUDED in the final price                                                                                                                                                                                                                                                 |
| AREA allocation                                               | The SKA Site is situated in Area 3. <b><u>See pricing instruction 8: AREA 1 salary scale classification shall be applicable for this tender.</u></b>                                                                                                                                   |
| Safety and Health                                             | Provision must be made for the cost of safety and health measures for the duration of the contract i.e maintained and equipped first aid kits, fire extinguishers serviced, vehicle maintenance, cleaning materials for cleaning of workspaces, consumable items such as toilet paper. |
| Open Space in Pricing Schedules                               | Open spaces are provided in the pricing schedule to accommodate any additional pricing element bidders choose to add. Details must be elaborated on in the bid proposal.                                                                                                               |

# PART C – RETURNABLE SCHEDULES

| INVITATION TO BID (SBD 1)                                                                                                                                                                                     |  |                                        |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|
| Bid number                                                                                                                                                                                                    |  | NRF/SARAO SKAR/04/2021-22              |  |
| Closing date and time                                                                                                                                                                                         |  | Thursday, 23 September 2021 at 11.00AM |  |
| SUMMARY OF BID REQUIREMENTS                                                                                                                                                                                   |  |                                        |  |
| PROVISION OF REGISTERED NATIONAL KEY POINT SECURITY SERVICES FOR THE SKA FACILITIES SITUATED IN THE CARNARVON AREA FOR A PERIOD OF 3 YEARS (WITH AN OPTION TO RENEW FOR A FURTHER 2 YEARS) – RE-ADVERTISEMENT |  |                                        |  |
| 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                                                                                                                                                                                       |  |                                        |  |
|                                                                                                                                                                                                               |  |                                        |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------|------|-----------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------|
| <b>Tax Compliance Status</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Tax Compliance System PIN                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                               | <b>OR</b>                                                                                            | Central Supplier Database No. | MAAA |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| <b>B-BBEE Status Level Verification Certificate</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Tick Applicable Box.<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                | <b>B-BBEE Status Level Sworn Affidavit</b>                                    | Tick Applicable Box.<br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| <b>[A B-BBEE status level verification certificate/sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| <b>Are you the accredited representative in South Africa for the goods/services/works offered?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[If yes enclose proof]                                                                                                                                                                                                                                                                                                                                                              | <b>Are you a foreign-based supplier for the goods/services/works offered?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[If yes, answer the questionnaire below] |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| <table border="1"> <tr> <td>Is the entity a resident of the Republic of South Africa (RSA)?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have a branch in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have a permanent establishment in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have any source of income in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Is the entity liable in the RSA for any form of taxation?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> <p>If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                               |                                                                                                      |                               |      | Is the entity a resident of the Republic of South Africa (RSA)? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Does the entity have a branch in the RSA? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Does the entity have a permanent establishment in the RSA? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Does the entity have any source of income in the RSA? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Is the entity liable in the RSA for any form of taxation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is the entity a resident of the Republic of South Africa (RSA)?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                        |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| Does the entity have a branch in the RSA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                        |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| Does the entity have a permanent establishment in the RSA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                        |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| Does the entity have any source of income in the RSA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                        |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| Is the entity liable in the RSA for any form of taxation?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                        |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| <b>BID SUBMISSION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.                                                                                                                                                                                                                                                                                                                          |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.                                                                                                                                                                                                                                                                                                    |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder. |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.                                                                                                                                                                                                                                                                                                                                |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| <b>TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| 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 <a href="http://www.sars.gov.za">www.sars.gov.za</a> .                                                                                                              |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .                                                                                                                                                                                                                                                                 |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/PIN/CSD number.                                                                                                                                                                                                                                                                                                        |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |
| 6.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.                                                                                                                                                                                                                             |                                                                               |                                                                                                      |                               |      |                                                                 |                                                          |                                           |                                                          |                                                            |                                                          |                                                       |                                                          |                                                           |                                                          |

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

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

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

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| Full Name of Bidder or his/her representative:                                        |  |
| Identity Number:                                                                      |  |
| Position occupied in the Company (director, trustee, shareholder, member):            |  |
| Registration number of company, enterprise, close corporation, partnership agreement: |  |
| Tax Reference Number:                                                                 |  |
| VAT Registration Number:                                                              |  |

The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

Schedule attached with the above details for all directors/members/shareholders

|                                                                                                                                                   |                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|

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

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

Position occupied in the State institution

|                                                                                                                                                                                                                                            |                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Any other particulars:                                                                                                                                                                                                                     |                                                          |
| If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes, did you attach proof of such authority to the Bid document?                                                                                                                                                                        |                                                          |
| If No, furnish reasons for non-submission of such proof as an attached schedule                                                                                                                                                            |                                                          |
| (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)                                                                                                                        |                                                          |
| Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If so, furnish particulars as an attached schedule                                                                                                                                                                                         |                                                          |
| Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?                            | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If so, furnish particulars as an attached schedule                                                                                                                                                                                         |                                                          |
| Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If so, furnish particulars as an attached schedule                                                                                                                                                                                         |                                                          |

## SBD 6.1 - PREFERENCE POINTS CLAIMED

NB: Before completing this form, bidders must study the general conditions, definitions, and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

### 1 General conditions

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

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

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

1.1.3 The maximum points for this bid are allocated as follows:

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

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

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

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

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

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

1.5 Points awarded for B-BBEE status level of contributor

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

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

### 2 Bid declaration

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

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

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

### 3 Sub-contracting

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

3.2 If yes, indicate:

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

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

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

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

**4 Declaration with regard to company/firm**

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

4.2 VAT registration number: .....

4.3 Company registration number:.....

4.4 Type of company/ firm(Tick applicable box)

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

4.5 Describe principal business activities

.....  
.....  
.....

4.6 Company classification (Tick applicable box)

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

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

## 5 Bidder declaration

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

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

### WITNESSES

1. ....
2. ....

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

DATE: .....

ADDRESS .....

## SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes                             | No                             |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br/> <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br/> <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>                                                                                                                                                                                                                                                                           | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                |
| 4.3   | <p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                |
| 4.4   | <p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                |

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

**NRF/SARAO SKAR/04/2021-22 - PROVISION OF REGISTERED NATIONAL KEY POINT SECURITY SERVICES FOR THE SKA FACILITIES SITUATED IN THE CARNARVON AREA FOR A PERIOD OF 3 YEARS (WITH AN OPTION TO RENEW FOR A FURTHER 2 YEARS)**

in response to the invitation for the bid made by:

**THE SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY (SARAO)**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

<sup>3</sup> 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.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

### **BID SIGNATURE (SBD 1)**

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

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

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

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Signature of bidder:

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

## REFERENCE LETTER FORMAT

**Referee Legal Name:**

**Company:**

**Bid Number:**

NRF/SARAO SKAR/04/2021-22

**Bid Description: PROVISION OF REGISTERED NATIONAL KEY POINT SECURITY SERVICES FOR THE SKA FACILITIES SITUATED IN THE CARNARVON AREA FOR A PERIOD OF 3 YEARS (WITH AN OPTION TO RENEW FOR A FURTHER 2 YEARS)**

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

| Criteria/Risks                                                                                                                                                      | Below requirements | Meets requirements | Exceeds requirements                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|----------------------------------------------------------|
| Professionalism in dealing with service provider; was the service provider helpful and always available to assist.                                                  |                    |                    |                                                          |
| Delivery of services                                                                                                                                                |                    |                    |                                                          |
| <ul style="list-style-type: none"> <li>Was the service delivered timeously and satisfactorily to the set security requirements</li> </ul>                           |                    |                    |                                                          |
| <ul style="list-style-type: none"> <li>Did your security situation improve in the contract period of the service provider?</li> </ul>                               |                    |                    |                                                          |
| Knowledge – Did the service provider ensure that security guards training requirements were up to date to ensure a professional service at security service points. |                    |                    |                                                          |
| Did the service provider provide a satisfactory service in terms of deployment of resources to ensure an effective and incident free security service               |                    |                    |                                                          |
| Overall Impression                                                                                                                                                  | Other comments     |                    |                                                          |
| Approximate value of contract                                                                                                                                       |                    |                    |                                                          |
| Would you use the provider again?                                                                                                                                   |                    |                    | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Completed by:                                                                                                                                                       |                    |                    |                                                          |
| Signature:                                                                                                                                                          |                    |                    |                                                          |
| Company Name:                                                                                                                                                       |                    |                    |                                                          |
| Contact Telephone Number:                                                                                                                                           |                    |                    |                                                          |
| Date:                                                                                                                                                               |                    |                    |                                                          |

## ANNEXURES – ATTACHED AT END OF DOCUMENT

| ANNEXURE<br>NUMBER | ANNEXURE TITLE                                                                                                |
|--------------------|---------------------------------------------------------------------------------------------------------------|
| <b>A</b>           | SKA-TEL- SKO-0001040 - South African Site Information and Instructions: SKA1_MID Part A & B– Site Information |
| <b>B</b>           | Template_ projects completed in the last 5 years                                                              |
| <b>C</b>           | SAPS Requirements for Registration as a NKP Security Service Provider                                         |
| <b>D</b>           | All MAPS (Figure 1 to 6) Large version                                                                        |