



SARAO

South African Radio
Astronomy Observatory

INVITATION TO BID

APPOINTMENT OF A PANEL OF RECRUITMENT AGENCIES FOR SARAO FOR A PERIOD OF THREE YEARS

Bidder Name:		
Bid Number:	NRF/SARAO SHRM/18/2021-22	
Closing Date:	Tuesday, 12 October 2021	
Closing Time:	11.00 AM	
Briefing Session:	N/A	
Bid Submission:	Electronic submissions must be sent to tenders@sarao.ac.za Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. 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 tenders@sarao.ac.za post submission with the password to their financial envelope.	
Direct enquiries in writing to:		
Section	Supply Chain Management	Human Resources
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TABLE OF CONTENTS

INTRODUCTION	3
INTRODUCTION TO THE NRF	3
BACKGROUND TO SARAO	3
PART A – THE TENDER	3
CONTEXT OF THE PROCUREMENT NEED	3
SERVICE SPECIFICATIONS	5
RECRUITMENT PANEL STRUCTURE	7
THE BID SELECTION PROCESS	8
PRE-QUALIFICATION ELIGIBILITY CRITERIA	9
BID EVALUATION CRITERIA	9
STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES	9
STAGE 3 – PRICE AND PREFERENCE POINTS SCORING	16
PART A.1 – BID PREPARATION	17
BIDDING INSTRUCTIONS	17
PART B – THE CONTRACT	21
GENERAL CONDITIONS OF CONTRACT	26
PART B.1 - PRICING	32
PRICING INSTRUCTIONS	32
PRICING SCHEDULE (SBD 3.3)	33
PART C – RETURNABLE SCHEDULES	34
INVITATION TO BID (SBD 1)	34
SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	38
SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES	41
SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	42
SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	43
REFERENCE LETTER FORMAT	44
ANNEXURES	45
BID SIGNATURE (SBD 1)	46

INTRODUCTION

INTRODUCTION TO THE NRF

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

BACKGROUND TO SARAO

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

PART A – THE TENDER

CONTEXT OF THE PROCUREMENT NEED

The South African Radio Astronomy Observatory (SARAO) has developed a resource plan which describes its human resources needs which are required to fulfil its deliverables, on behalf of South Africa, towards the construction and operation of the SKA radio telescope. Given the global significance of the SKA project, and other projects SARAO has embarked upon such as, MeerKAT, MeerKAT Extension, African VLBI Network, Guest Instruments and User Supplied Equipment, we require the placement of highly skilled and qualified professionals to take on new, and, at times niche roles, as required from time to time, and to take over from staff who leave the organization.

Currently, SARAO has a staff complement of approximately four hundred (400) staff members across its four sites in Johannesburg, Hartebeesthoek, Karoo, and Cape Town, who carry out functions in six (6) directorates in the following departments and divisions namely –

NO.	DIRECTORATE	DEPARTMENT / DIVISION
1.	Directorate Office	Directorate
2.	Business Processes and Operations	Commercialization; Compute Infrastructure; Finance

		and Supply Chain Management; Human Resources Management; Operations – Operations; Facilities Management; HERA; Karoo Site; Radio Frequency Interference (RFI); Safety, Health, Environmental and Quality (SHEQ); Site Services; Telescope Maintenance and Telescope Operations
3.	Engineering	Engineering; Antennas Structures; Civil & Structures; Digital Signal Processing; Electrical; Electronics; Mechanical; Project Management Office; Receiver Systems; Software; System Engineering; Technical Support- HartRAO and Time and Frequency Systems
4.	Geodesy	Geodesy & Research
5.	Science & Research	Science & Research; Commissioning; Radio Astronomy Research Group and Science Processing Development
6.	Strategy & Partnerships	Strategy & Partnerships, Communications & Science Engagement, Stakeholder Management, Construction Planning, Human Capital Development and Spectrum & Telecommunications

SARAO's objective through this bid is to source all recruitment activity through a panel of recruitment agencies capable of sourcing suitable candidates, when required, for its six directorates as described above. The overall objective is to establish a partnership with reputable recruitment agencies to aid SARAO's personnel needs, while also furthering its recruitment imperatives as stipulated in its polices and applicable legislation.

SARAO would like to conclude contracts with recruitment agencies, to provide recruitment services as and when required, over a period of three years.

Prospective bidders are required to specialize in the placement of professionals in senior, highly skilled, technical or scientific roles, for instance, in IT Security Administration, Fibre Technology, Devops Engineering, Electrical Engineering, Software Developing and Engineering, and Systems Engineering and Operations Scientists.

The scope of specialized recruitment agency services for the purposes of this tender will be limited to Occupational level P3 to P12 positions, with special focus on critical, priority and / or scarce skills. For clarity in respect of SARAO Occupational levels, the following table is included:

Occupational Level	NRF Adapted Occupational Level
Senior Management	P3-P4

Professionally Qualified and Experienced Specialist and Mid Management	P5-P7
Skilled technical and academically qualified workers, junior management, supervisors, foremen and superintendents	P8-P12

This is not an exhaustive list. Appointed bidders will be required to use recruitment methods, such as headhunting, to secure the placement of professionals in these roles.

As a business unit of the National Research Foundation (NRF), SARAO is committed to employment equity and redress. The required employment equity targets and employment conditions for each recruitment campaign will be shared with appointed recruitment agencies.

Throughout a recruitment campaign, SARAO shall be the ultimate decision maker in selecting a successful candidate for any given role.

SERVICE SPECIFICATIONS

In line with SARAO's Scarce Skills Recruitment Framework, SARAO is required to fill scarce skills roles, including technical and scientific roles for the SKA contract deliverables. Appointed service providers will be required to work closely with SARAO HR to source technically skilled candidates and provide a comprehensive range of recruitment, search and placement services to facilitate the appointment of skilled candidates.

The contract deliverables are as follows:

DELIVERABLE	KEY PERFORMANCE MEASURE
Brief taking	The recruitment agent shall - • Receive a job specification from SARAO HRC and may consult with the Hiring Manager. SARAO HRC will provide a detailed outline of the job specification to the recruitment services agent. Where required, a meeting shall be arranged by the HRC; • Compile a recruitment campaign for each role based on information provided by the HRC, specifically, key performance areas, necessary qualifications, skills and experience required.
Research	The recruitment agent shall – • Ensure that they understand the requirements of the position and the candidate profile that SARAO would like to attract. This includes the performance level required (i.e. a high performer), experience level (i.e. an experienced professional) and other categories pertaining to the candidate profile; • Ensure that they have a good understanding of SARAO's recruitment and HR policies.

Advert Placement	• Work with SARAO HRC to draft the job advert • Placement of adverts using appropriate platforms
Advert Response handling	• Handle all queries and responses to the advert • Screening and assessment of received CVs • Compile pre-screening interviews on both advert respondents and recruitment agency database candidates • Compile a shortlist of candidates within 5 (five) working days of the closing date for submission of applications, and send such shortlist to the SARAO HRC.
Database sourcing	Sourcing, attracting and encouraging candidates to apply for positions at SARAO. The recruitment agency shall use its own and other databases to identify suitably qualified and experienced candidates
Screening applicants	• The recruitment agent will be required to assist SARAO in increasing the success rate of the selection process, by decreasing the number of underqualified or overqualified job applicants. • The recruitment agent will be required to assist SARAO in meeting its legal and social obligations regarding the composition of its workforce.
Headhunting services	Conducting the search process for, and identifying suitable candidates that may be approached for roles in the fields of engineering, IT technical and science, such as: • Software Engineers / Developers • Technical Architects • Electrical Engineers • Systems Engineers • Mechanical and Electrical Engineers • Network Security Administrators • Operations Scientists • Data Scientists
Interviews	• First interview – the Recruitment Consultant will have the first interviews with the candidates, matching their skills, qualifications and experience against the job specification • The Recruitment Consultant will shortlist CVs which meets the minimum requirements of the role, and forward such shortlisted CVs to the HRC • The HRC will inform the Recruitment Consultant of which candidates will be invited for an interview with SARAO • Second Interview – the HRC will arrange with the Recruitment Consultant, a suitable date and time to interview shortlisted candidates • When the interview is concluded, the HRC will inform the Recruitment Consultant on the outcomes and how to proceed.

Assessments	• The Recruitment Consultant shall conduct technical and competency assessments as and when required. SARAO HR will indicate when this is required • The Recruitment Consultant shall provide feedback on assessments to SARAO HR within 3 (three) working days of the assessments having been conducted
Reference/ Integrity/ Credit and Criminal checks	• The Recruitment Consultant shall conduct reference checks and verification of identity document/ qualifications /credit / criminal checks, where applicable.
Allocation of recruitment services	• The recruitment agencies who have been selected as the service providers will all be given the job specifications to source candidates. SARAO will only pay service providers an agreed placement fee on successful appointment of a candidate(s). • Payment will only be paid out to the successful recruitment service provider who has done a successful placement with SARAO.

RECRUITMENT PANEL STRUCTURE

Successful bidders will be appointed by SARAO to provide services on an 'as and when' required basis.

THE BID SELECTION PROCESS

PRE-QUALIFICATION CRITERIA

In terms of Regulation 4 of the Preferential Procurement Regulations (2017), pre-qualification criteria based on B-BBEE status level will be applied to this bid.

Following the pre-qualification eligibility assessment, this bid will be evaluated in three stages as follows -

STAGE 1: SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

Bids will be evaluated for compliance with the procedural requirements of the bid, which entails the completion and/or submission of the returnable documents and schedules specified in the Returnable Documents and Schedules Checklist on Page 9-10 below.

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 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. No award will be done without complete provision of returnable documents and schedules.

STAGE 2: TECHNICAL EVALUATION

Each bid will be evaluated against the technical/quality criteria outlined on Page 11-15 below.

Bids which fail to meet the minimum score of 70 points out of a possible 100 points in 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 (SBD 6.1) supported by a valid BBBEE certificate or sworn affidavit, in the case of EMEs and QSEs, are added to the price ranking scores.

PRE-QUALIFICATION ELIGIBILITY 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 the bidder comply? (Yes / No)
Minimum status B-BBEE level required	4	

Any bid which fails to meet the stipulated pre-qualification criteria of a BBBEE level of 1-4 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 in order for a bidder 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 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 (All criteria are weighted equally to each other)	Assessment Methodology	Bid Section Reference	SCM Verification
B-BBEE certificate, or in the case EMEs or QSEs, a Sworn Affidavit confirming annual turnover and level of black ownership	Mandatory	Has the bidder met the minimum B-BBEE Level for prequalification?	Yes/No	This page	

SBD 1 Form (Invitation to Bid)	Mandatory	Has the bidder completed and signed the SBD 1 Invitation to Bid form?	Yes/No	Page 34	
SBD 3.3 Form (Pricing Schedule) – submitted in a separate electronic folder	Mandatory	Has the bidder submitted its pricing for the infrastructure and the connectivity service plan?	Yes/No	Page 33	
SBD 4 Form (Declaration of Interest)	Mandatory	Has the bidder completed and signed the SBD 4 form? Has the bidder disclosed any conflict of interest which would preclude it from responding to this bid?	Yes/No	Page 36	
SBD 6.1 Form (Preferential Points Claimed)	Mandatory	Has the bidder completed and signed the SBD 6.1 form?	Yes/No	Page 37	
SBD 8 Form (Declaration of Bidders' Past SCM Practices)	Mandatory	Has the bidder completed and signed the SBD 8 form? Has the bidder declared any performance issues with government?	Yes/No	Page 40	
SBD 9 Form (Declaration of Independent Bid Determination)	Mandatory	Has the bidder completed and signed the SBD 9 form? Did the bidder independently determine its bid?	Yes/No	Page 42	

STAGE 2 - TECHNICAL EVALUATION

NOTE: Bidders must carefully review the evaluation criteria and instructions below and ensure that they understand what information is required, including all documentation that is required to be submitted in this stage of evaluation. No second opportunity will be given to submit documentation not submitted, except in the case where there is no competition (i.e. one bid is received) and therefore no prejudice will accrue to any other bidder.

NOTE: A minimum 70 points out of a possible 100 points must be score in order to pass this stage and qualify to Stage 3.

NO.	ASSESSMENT CRITERIA	EVIDENCE REQUIRED	WEIGHTS
1.	Capacity and Experience of the Recruiting Firm	Evidence of placements made in the last 12 months – Bidders must list five [5] job placements made within the last 12 months, by providing the main purpose of the role and the industries and departments the vacancies were placed. Note: client names need not be disclosed. Bidders must complete Schedule A on page 14 below <i>[4 points per placement] [Total - 20 points]</i>	40 points
		Evidence of placements made in the software engineering/ development and IT security and networks field in the last 12 months – Bidder must supply five [5] position titles placed within the last 12 months, by providing the main purpose of the role and the industries and departments the vacancies were placed. Client names need not be disclosed. Bidders must complete Schedule B on page 15 below <i>[2 points per placement] [Total - 10 points]</i>	
		Proof of experience using online recruitment platforms, including LinkedIn, Career Junction, PNet, Careers24, et cetera for job placements <i>[10 points]</i>	
2.	Approach and Methodology, Work Plan and Process	Provide a comprehensive approach, methodology and process for undertaking recruitment campaigns that shows an understanding of SARAO's recruitment requirements. Bidder to give a detailed explanation of how they will conduct a recruitment campaign from inception	35 points

		to completion. This must include, as a minimum, a project plan with clear time frames, skills and resources utilized in each area, processes in place to focus on, monitor and check on quality; staff, facilities and technology resources to undertake campaigns and how the bidder intends on delivering on the services required by SARAO. Bidders must include reasons and rationale for the methodology proposed, the benefits and insights it will garner that another method will not. Poor demonstration of methodology - No or poor understanding of SARAO's recruitment needs. Scanty description of how bidder will conduct recruitment campaigns, i.e. there are loopholes and/or the bidder's method is impracticable. There are no clear reasons given for the methodology proposed. No, or a poor project plan is provided. Bidder's methodology will be deemed to be poor if it falls into the majority of the aforementioned categories [5 points] Average demonstration of methodology - Basic understanding of SARAO's recruitment needs i.e bidder does seem to have probed further into the SARAO problem statement. Mostly adequate description of how the bidder will conduct recruitment campaigns, i.e. the bidder has covered all the bases of how they will conduct campaigns, however not sufficiently detailed. Clear reasons are given for the methodology proposed. A detailed project plan is provided. Bidder's methodology will be deemed to be average if it falls into the majority of the aforementioned categories [15 points] Good demonstration of methodology - More than adequate understanding of SARAO's recruitment needs i.e bidder seems to have probed further into the SARAO problem statement. Good description of how the bidder will conduct recruitment campaigns, i.e. the bidder has covered all the bases of how they will conduct the study in sufficient detail. Clear reasons are given for the methodology	
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		proposed. A detailed project plan is provided. Bidder's methodology will be deemed to be good if it falls into the majority of the aforementioned categories <i>[25 points]</i>	
		Excellent demonstration of methodology - Exceptional understanding of SARAO's recruitment needs i.e due to its substantial experience in recruitment for organizations similar to SARAO, the bidder has an in-depth understanding of the problem statement and its methodology covers areas which may not have been anticipated by SARAO. Excellent description of how the bidder will conduct the study, i.e. the bidder has covered all the bases of how they will conduct recruitment campaigns logically and in detail. Clear reasons are given for the methodology proposed. A detailed project plan is provided. Bidder's methodology will be deemed to be excellent if it falls into the majority of the aforementioned categories <i>[35 points]</i>	
3.	Experience of the proposed team	Demonstrate experience and qualifications of the proposed team including of a team leader the experience must be emphasized on Executive Search) (Attach CV's) <i>[10 points]</i>	10 points
4.	Bidder's references from past or current clients	Submit at least three [3] contactable references from clients for whom similar recruitment services are currently being provided, or have been provided in the preceding five years. Each reference letter must indicate that satisfactory services were provided. Refer to the reference letter template on page 44. <i>[5 points per letter] [Total – 15 points]</i>	15 points
TOTAL POINTS			100 points

SCHEDULE A – EVIDENCE OF JOB PLACEMENTS MADE IN THE LAST 12 MONTHS

TITLE OF ROLE PLACED	DETAILS OF ROLE	RELEVANT INDUSTRY	DATE OF COMMENCEMENT OF ASSIGNMENT	DATE OF COMPLETION OF ASSIGNMENT

SCHEDULE B – EVIDENCE OF JOB PLACEMENTS MADE IN THE SOFTWARE ENGINEERING / DEVELOPMENT AND IT SECURITY NETWORKS FIELDS IN THE LAST 12 MONTHS

TITLE OF ROLE PLACED	DETAILS OF ROLE	RELEVANT INDUSTRY	DATE OF COMMENCEMENT OF ASSIGNMENT	DATE OF COMPLETION OF ASSIGNMENT

STAGE 3 – PRICE AND PREFERENCE 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 (Equipment supplied)	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

PART A.1 – BID PREPARATION

BIDDING INSTRUCTIONS

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

1.	<u>Late bids</u>
	Bids received after the closing time and/or date shall not be considered.
2.	<u>Authority of bid signatory</u>
	The bid must be signed by a person duly authorised to do so.
3.	<u>Clarification of the bid</u>
3.1	A bidder requiring any clarification of the bid documents may direct the request for clarification in writing, to the SARAO representatives listed on the cover page of this bid document.
3.2	A response will be provided by SARAO in writing. The response (including an explanation of the query, but without identifying the source of the query) will be sent to all prospective, identifiable bidders.
3.3	The last date for the submission of requests for clarification is 8 October 2021.
4.	<u>Bid preparation costs</u>
	Bidders will be responsible for all costs associated with the preparation and submissions of their bids.
5.	<u>Tender Briefing Session</u>
5.1	Where applicable, the arrangements for a tender briefing session are as stated in the Invitation to Tender.
5.2	Bidders should be represented by a person or persons who are suitably qualified and experienced to comprehend the aspects of the work involved.
5.3	Bidders who are not represented at the briefing session will not be precluded from submitting a bid.
6.	<u>Counter proposals</u>
	No counter proposals will be accepted.
7.	<u>Alterations to the bid document</u>
	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.
8.	<u>Submitting a tender offer</u>
8.1	Bidders may submit one tender offer only, either as a single tendering entity or as a member of a joint venture or consortium, unless otherwise stated in this bid document.
8.2	Each party to a joint venture or consortium must individually complete and submit the SBD returnable schedules included in this bid document.
8.3	Bidders must return all returnable documents and schedules after completing them in their entirety, preferably electronically, or by writing legibly in non-erasable ink. The bid document must be submitted in its entirety.
9.	<u>Alternative Tender Offers</u>
9.1	Unless otherwise stated in this bid document, alternative tenders offers may only be submitted if a main tender

	offer, strictly in accordance with all the requirements of the bid documents is also submitted, as well as a schedule that compares the requirements of the bid document with the alternative requirements proposed.
9.2	An alternative tender offer must be based only on the criteria stated in this bid document, or criteria otherwise acceptable to SARAO.
9.3	An alternative tender offer will only be considered if the main tender offer is the winning tender.
10.	<u>Clarification of bidder's tender offer after submission</u>
10.1	Bidders may be required by SARAO, to provide clarification of their tender offer during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices, or correction of arithmetical errors by the adjustment of certain rates or item prices (or both).
10.2	No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.
11.	<u>Two envelope system</u>
11.1	SARAO utilises the two-envelope system to minimise any form of price bias in the technical evaluation phase.
11.2	All responses must be submitted in two sealed envelopes, alternatively two electronic folders (if submissions are required to be electronic); the first envelope/folder shall contain the technical, and compliance response and the second shall contain only the pricing response.
11.3	Bidders must ensure that they do not include any pricing details in the first envelope/folder, as SARAO reserves the right to disqualify such bids.
11.4	Bidders are required to package their bid as follows: • Envelope/ Folder 1: Compliance and Technical Response • Envelope/ Folder 2: Pricing Response
12.	<u>Central Supplier Database registration</u>
	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.
13.	<u>Tax compliance status</u>
13.1	Bidders must ensure that their tax matters are in order. No award will be made to any bidder whose tax matters have not been declared to be in order by the South African Revenue Services (SARS).
13.2	Each party to a joint venture, consortium or partnership must comply with the above requirement.
13.3	The bid will be declared non-responsive in the event that the bidder's tax matters are shown not be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as may be granted by SARAO in writing.
14.	<u>Invalid bids</u>
	Tenders shall be invalid if –
14.1	In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer.
14.2	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.
14.3	The bidder has been restricted from doing business with any Organ of state.
15.	<u>Price negotiations prior to award</u>
15.1	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.

15.2	SARAO reserves the right to reject overpriced or under-priced bids outside the identified price range for the bid.
16.	<u>SARAO's right to vary requirements at time of award</u>
	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.
17.	<u>Cancellation of the bid prior to award</u>
	SARAO reserves the right to cancel this bid at any time before award, where -
17.1	Due to changed circumstances there is no longer a need for the services specified in this bid.
17.2	Funds are no longer available to cover the total envisaged expenditure for the project.
17.3	No bids meet the required specifications.
17.4	There is a material irregularity in the bid process.
18.	<u>Bid award</u>
18.1	The bid will be awarded after approval by the NRF'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.
18.2	Due diligence will be carried out on the recommended bidder, as such the recommended bidder will be required to submit at least three client references from clients to whom similar services have been provided.
18.3	Reference letters must be completed in the template provided in this bid document or in the same format, and must indicate that expectations were met.
18.4	The award will be subject to final verification of the bidder's tax compliance status.
19.	<u>Collusion, fraud and corruption</u>
	Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
20.	<u>Fronting</u>
20.1	SARAO supports Government's Broad-based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, SARAO condemns any form of fronting.
20.2	SARAO's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.
20.3	Should SARAO have reasonable grounds to suspect any form of fronting, the bidder in question will be notified and given 7 days from the date of notification to provide evidence refuting the finding of fronting.
20.4	Should the bidder be unable to refute the finding to the satisfaction of SARAO, SARAO reserves the right to reject the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury to restrict for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies SARAO may have against such a bidder.
21.	<u>Disclaimers</u>
	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.

22.	<u>General definitions</u>
22.1	“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
22.2	“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
22.3	“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
22.4	“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
22.5	“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations.
22.6	“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
22.7	“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents.
22.8	“Proof of B-BBEE status level of contributor” means: - B-BBEE Status level certificate issued by an authorized body or person; - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; - Any other requirement prescribed by the B-BBEE Act.
22.9	“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
22.10	“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.
22.11	“NRF” means the National Research Foundation and it is used interchangeably with its business units managing the contract being SARAO.

PART B – THE CONTRACT

SPECIAL CONDITIONS OF CONTRACT

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

The following are special conditions of the contract:

1	Definitions
<i>GCC Clauses 1.15, 1.16, 1.17 and 1.18 shall not be applicable to this contract.</i>	
<i>Substitute GCC Clause 1.21 with the following:</i>	
1.21	"Purchaser" means the South African Radio Astronomy Observatory (SARAO) .
<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.
3	General
<i>Substitute Clause 3.1 with the following clauses:</i>	
3.1	The duration of the contract shall be for a period of three (3) years from the date of signing the contract, subject to clause 23.
3.2	Commencement will be the date of final signature on the SBD 7 Contract Form.
<i>Substitute Clause 3.2 with the following clause:</i>	
3.3	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>	
3.4	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.
3.5	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.

3.6	The supplier shall:	
3.6.1	Only when notified of the acceptance of the bid by the issuing of the order, commence with and carry out the delivery of the services in accordance with the contract, to the satisfaction of the purchaser.	
3.6.2	Provide all of the necessary materials, resources and equipment required for the delivery of the services, including any temporary services that may be required.	
3.6.3	Comply with all written instructions from the purchaser subject to clause 18.	
3.6.4	Complete and deliver the services within the period stated in clause 10, or any extensions thereof in terms of clause 21.	
3.6.5	Comply with all laws relating to wages and conditions generally governing the employment of labour in South Africa	
3.7	The Purchaser shall:	
3.7.1	Call <i>ad hoc</i> meetings with the supplier, as and when required during the course of the contract. The supplier will be required to attend such meetings, reasonable notice having been given by the purchaser.	
3.7.2	Issue orders for the services required under this Contract. No liability for payment will ensue for any work done if an order has not been issued to the supplier.	
3.7.3	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.	
3.7.4	Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.	
5	Use of contract documents and information	
Add the following clause after Clause 5.4:		
5.5	The recipient of confidential information shall be careful and diligent as not to cause any unauthorized disclosure or use of the confidential information, in particular, during the contract term and after termination of the contract. The recipient shall not:	
5.5.1	Disclose the confidential information, directly or indirectly, to any person or entity, without the purchaser's prior written consent.	
5.5.2	Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or	
5.5.3	Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.	
5.6	The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to -	
5.6.1	Disclose the confidential information to any third party, or	
5.6.2	Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,	
5.6.3	The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorized third party.	
5.7	The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:	

5.7.1	Was independently developed by the recipient prior to its involvement with the purchaser or in the possession of the recipient prior to its involvement with the purchaser;
5.7.2	Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
5.7.3	Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the purchaser, or
5.7.4	Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the purchaser of such requirement prior to any disclosure.
5.8	The recipient shall within one (1) month of receipt of a written request from the purchaser to do so, return to the purchaser all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:
5.8.1	All written disclosures received from the purchaser;
5.8.2	All written transcripts of confidential information disclosed verbally by the purchaser; and
5.8.3	All material embodiments of the contract intellectual property.
5.9	The recipient acknowledges that the confidential information is made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.
5.10	Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.
5.11	The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the purchaser. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the purchaser is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.
5.12	Copyright and Intellectual Property
	The third party hereby gives SARAO permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organize, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
7	Performance Security
	<i>Clause 7 is not applicable to this contract.</i>
8	Inspection, Tests and Analyses
	<i>Clause 8 is not applicable to this contract.</i>
9	Packing
	<i>Clause 9 is not applicable to this contract.</i>
10	Delivery and Documentation
	Add the following clause after clause 10.2:
10.3	The duration of the contract shall be for a period of three (3) years from the date of signing the contract, subject

	to clause 23.
11	Insurance
Substitute Clause 11.1 with the following:	
11.1	Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
	(a) Public liability insurances, 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;
	(b) 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;
	(c) 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.
12	Transportation
<i>Clause 12.1 is not applicable to this contract.</i>	
13	Incidental Services
Substitute Clause 13.1 with the following:	
13.1	Any incidental services required for the delivery of the contract shall be agreed upon in advance by the parties and will only be valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
14	Spare Parts
<i>Clause 14 is not applicable to this contract.</i>	
15.	Warranty
<i>Clause 15 is not applicable to this contract.</i>	
16.	Payment
Add the following clause after clause 16.4:	
16.5	The Supplier's invoices must meet the following minimum requirements: (a) Reference the purchase order number (b) Detailed line items as specified in purchase order (c) Include statement of account
16.6	Invoices must be accompanied by the SARAO authorised representative's signature, confirming performance/delivery in accordance with prescribed quality and/or quantity, conformance to specification, and unit pricing in accordance with the contract and any purchase orders issued in terms of the contract.

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, and will not be subject to adjustments.								
22	Penalties								
Substitute clause 22.1 with the following:									
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, apply the following penalties – <table><tr><th>Project deliverables</th><th>Measurement Methodology</th><th>Penalty trigger</th><th>Penalty</th></tr><tr><td>Provision of recruitment services, as stipulated in this bid document, for the duration of the contract</td><td>The appointed service provider uses its best efforts to perform the activities in the service specifications</td><td>For reasons directly attributable to the service provider, or any of its employees, agents or representatives, it fails to perform any of the services under this contract, timeously, effectively and in accordance with the terms of the contract, and despite corrective measures having been agreed upon by the parties, the performance lapses persist</td><td>For reasons directly attributable to the service provider, the corrective actions are not performed or do not yield the desired results within agreed upon timeframes. Therefore, SARAO will withhold payment to the service provider until the performance lapses are rectified within further agreed upon timeframes, failing which, GCC clause 23 will be imposed</td></tr></table>	Project deliverables	Measurement Methodology	Penalty trigger	Penalty	Provision of recruitment services, as stipulated in this bid document, for the duration of the contract	The appointed service provider uses its best efforts to perform the activities in the service specifications	For reasons directly attributable to the service provider, or any of its employees, agents or representatives, it fails to perform any of the services under this contract, timeously, effectively and in accordance with the terms of the contract, and despite corrective measures having been agreed upon by the parties, the performance lapses persist	For reasons directly attributable to the service provider, the corrective actions are not performed or do not yield the desired results within agreed upon timeframes. Therefore, SARAO will withhold payment to the service provider until the performance lapses are rectified within further agreed upon timeframes, failing which, GCC clause 23 will be imposed
Project deliverables	Measurement Methodology	Penalty trigger	Penalty						
Provision of recruitment services, as stipulated in this bid document, for the duration of the contract	The appointed service provider uses its best efforts to perform the activities in the service specifications	For reasons directly attributable to the service provider, or any of its employees, agents or representatives, it fails to perform any of the services under this contract, timeously, effectively and in accordance with the terms of the contract, and despite corrective measures having been agreed upon by the parties, the performance lapses persist	For reasons directly attributable to the service provider, the corrective actions are not performed or do not yield the desired results within agreed upon timeframes. Therefore, SARAO will withhold payment to the service provider until the performance lapses are rectified within further agreed upon timeframes, failing which, GCC clause 23 will be imposed						
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 to have been received when: (i) hand delivered – on the day of delivery; (ii) registered mail – five (5) working days after mailing; (iii) email – after it has been sent								

ADDITIONAL CONDITIONS OF CONTRACT	
Add the following clause after clause 34 -	
35	Occupational Health and Safety when working on SARAO sites
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	
In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words "department" means organs of state inclusive of public entities and vice versa, and the words "will/should" mean "must". The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.	
GCC 1	Definitions - The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which

	have the potential to harm the local industries in the RSA.
1.12	" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" means 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.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	Inspections, tests and analyses

8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action

	as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC	No additional special conditions other than stated in the price section in this document.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 the name and address of the supplier and / or person restricted by the purchaser; 23.6.2 the date of commencement of the restriction 23.6.3 the period of restriction; and 23.6.4 the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

PART B.1 - PRICING

PRICING INSTRUCTIONS

1.	Applicable currency: All prices shall be quoted in South African Rand.
2.	Completion of pricing schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein, namely, the cost of satellite equipment, the cost of Wireless Access Point, Monthly data cost, total price per item, disbursements, VAT and the total tender price. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the SARAO issued pricing schedule.
3.	Applicability of quoted prices: All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.
4.	Price Quotation Basis: prices quoted must be inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. Where imported goods/services are to be used, and pricing is subject to exchange rate fluctuations, the exchange currency against the Rand must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated.
5.	Ceiling Price Calculation: estimates of quantities are provided to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders.
6.	Submission of pricing: bidders must submit their pricing proposals in a password protected, unzipped electronic folder. The password must be emailed to tenders@sarao.ac.za . The pricing folder must be clearly labelled as such.

PRICING SCHEDULE (SBD 3.3)

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

**Bidders must indicate the placement fee percentage for year 2 and year 3
inclusive of annual CPI and VAT**

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

No	DESCRIPTION	EST TOTAL COST SALARY Per Annum	PLACEMENT FEE % PER POSITION [Year 1]	PLACEMENT FEE % PER POSITION) [Year 2]	PLACEMENT FEE % PER POSITION) [Year 3]
1	Technical positions	<R460,000			
2	Technical Specialists positions	<R730,000			
3	Junior Management Specialist positions	<R950,000			
4	Middle Management, Engineers and Professionals	<R1,500,000			
5	Executive Search / Headhunting				

PART C – RETURNABLE SCHEDULES

INVITATION TO BID (SBD 1)			
Bid number		NRF/SARAO SHRM/18/2021-22	
Closing date and time		12 October 2021 at 11.00AM	
The NRF recognises the date and time as recorded on its systems for closure purposes.			
SUMMARY OF BID REQUIREMENTS			
APPOINTMENT OF A PANEL OF RECRUITMENT AGENCIES FOR SARAO FOR A PERIOD OF THREE YEARS			
Bid submission method:		Electronic submissions must be sent to tenders@sarao.ac.za Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. Technical submissions must be in searchable PDF format. 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 tenders@sarao.ac.za post submission with the password to their financial envelope. Receipt will be confirmed by SARAO via email.	
Non-compulsory briefing session:		N/A	
Two envelope system		Yes	
Price validity period from date of closure		Ninety (90) days	
SUPPLIER INFORMATION			
Name of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			
Code		Number	
Facsimile Number			
Code		Number	
E-Mail Address			

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

SBD 4 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 a price quotation, advertised competitive bid, limited bid or proposal). 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-
 - The bidder is employed by the state; and/or
 - The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is 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.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 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 paragraph 3 below.
 - 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
 - 2.7.1 If so, furnish the following particulars:
 - Name of person / director / trustee / shareholder/ member:
 - Name of state institution at which you or the person connected to the bidder is employee:.....
 - Position occupied in the state institution:
 - Any other particulars:
 - 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
 - 2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

¹ "State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.2.2 If no, furnish reasons for non-submission of such proof
.....
.....

2.7.3 Did you or your spouse, or any of the company's directors / trustees / shareholders / members YES / NO
or their spouses conduct business with the state in the previous twelve months?

2.7.4 If so, furnish particulars:
.....
.....

2.7.5 Do you, or any person connected with the bidder, have any relationship (family, friend, other) YES / NO
with a person employed by the state and who may be involved with the evaluation and or adjudication
of this bid?

2.7.6 If so, furnish particulars.....
.....

2.8 Are you, or any person connected with the bidder, aware of any relationship (family, friend YES / NO
other) between any other bidder and any person employed by the state who may be involved
with the evaluation and or adjudication of this bid?

2.8.1 If so, furnish particulars
.....
.....

2.9 Do you or any of the directors / trustees / shareholders / members of the company have any interest YES / NO
in any other related companies whether or not they are bidding for this contract?

2.9.1 If so, furnish particulars:
.....
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

Declaration
 I, THE UNDERSIGNED (NAME)
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT
 THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Date

.....
Signature

.....
Position

.....
Name of bidder

SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

Pmin = Price of lowest acceptable bid

1.5 Points awarded for B-BBEE status level of contributor

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

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

2 Bid declaration

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

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

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

3 Sub-contracting

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

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

3.2 If yes, indicate:

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

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

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

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

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

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

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

4 Declaration with regard to company/firm

4.1 Name of company/firm:

4.2 VAT registration number:

4.3 Company registration number:.....

4.4 Type of company/ firm(Tick applicable box)

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

4.5 Describe principal business activities

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

4.6 Company classification (Tick applicable box)

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

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

5 Bidder declaration

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing 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	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	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?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	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?	Yes ☐	No ☐
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:		Name of Bidder:	
Position:		Date:	

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

NRF/SARAO SHRM/18/2021-22 - APPOINTMENT OF A PANEL OF RECRUITMENT AGENCIES FOR SARAO FOR A PERIOD OF THREE YEARS

in response to the invitation for the bid made by:

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 consortium³ 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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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:		Name of Bidder:	
Position:		Date:	

REFERENCE LETTER FORMAT

Referee Legal Name:

Company:

Bid Number: NRF / SARAO SHRM/18/2021-22

Bid Description: APPOINTMENT OF A PANEL OF RECRUITMENT AGENCIES FOR SARAO FOR A PERIOD OF THREE 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			
Was the service delivered timeously and satisfactorily to the set security requirements			
Did your recruitment process and outcomes improve in the contract period of the service provider?			
Knowledge – Did the service provider ensure that resources deployed to your company were adequately experienced and qualified			
Did the service provider provide a satisfactory service in terms of deployment of resources to ensure an effective service			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			☐ YES ☐ NO
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

ANNEXURES	
Annexure Number	Annexure Title
N/A	

BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature herein, that –

- (i) I have read and accepted each page in this document including any annexures attached to this document.
- (ii) I undertake to supply all the goods, works, and services described in this bid invitation to SARAO in accordance with the requirements and specifications stipulated herein, at the prices quoted.
- (iii) 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.
- (iv) My offer remains binding upon me and open for acceptance by NRF Corporate during the validity period indicated and calculated from the closing time of bid invitation.
- (v) Should the tender be awarded to me, 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.
- (vi) During the bidding period I did not have access to any proprietary information of SARAO or the NRF, or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).
- (vii) 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)