



**National  
Research  
Foundation**

## **INVITATION TO BID (SBD 1 PART A)**

### **BID DESCRIPTION**

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SUPPLY REQUIREMENTS

BID NUMBER	NRF SARAO SMRK 001 2017
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CLOSING DATE AND TIME	1 December at 11:00am
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**THE PROVISION OF TECHNICAL AND ENGINEERING SUPPORT AND MATERIALS/SPARES FOR THE MEERKAT L-BAND AND UHF-BAND RECEIVER SYSTEMS FOR A PERIOD OF TWO YEARS**

TWO ENVELOPE SYSTEM APPLICABLE	Yes
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT**

Validity Period From Date Of Closure:	90 days
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Non Compulsory Briefing Details	Date and Time	23 November 2017 at 11h00
	Venue	SARAO (SKA SA) Cape Town, 2 <sup>nd</sup> Floor Auditorium
	Address	2 <sup>nd</sup> Floor, The Park, Park Rd, Pinelands 7405
	Contact Person	Mr Rayyan Arnold

BID RESPONSE DOCUMENTS ARE DEPOSITED IN THE BID BOX SITUATED AT:

PHYSICAL ADDRESS	ADDRESSED AS FOLLOWS:
Bid Box at Reception, Third Floor, The Park, Park Road, Pinelands 7405	On the face of each envelope: Bid Number, Bidders Name, Bidder's Postal Address, Contact Name, Tel no, E-mail address
Bid box is open 08:00 - 16:00 Weekdays	

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## SUPPLIER INFORMATION

Name Of Bidder			
Postal Address			
Telephone Number			
CODE		NUMBER	
Cell Phone Number			
CODE		NUMBER	
Facsimile Number			
CODE		NUMBER	
E-Mail Address			
VAT Registration Number:			
REGISTERED ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE			
Supplier Number			<b>MAAA</b>
Unique Registration Reference No. (36 digit)			

<b>TAX COMPLIANCE STATUS (Tick applicable)</b>			
Compliant	Compliant / Not-Compliant		
TCS PIN			
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick applicable)</b>			
CERTIFICATE PROVIDED:	Yes/No	B-BBEE Level:	
EMERGING/MICRO ENTERPRISE	Yes/No	QUALIFYING SMALL ENTERPRISE	Yes/No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		Yes/No	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes/No	
CERTIFICATE CERTIFIED		Yes/No	
<p><b>(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs AND QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)</b></p> <p>(Affidavits are required for EME Generic or Specialised where turnover is less than R 10 million; affidavits where 75% black owned QSE Generic or Specialised where turnover is less than R 50 million; verification certificates Generic or Specialised for all other QSE; verification certificates Generic or Specialised for all where turnover is not less than R 50 million)</p>			
<b>LOCAL/OVERSEAS SUPPLIER (Tick applicable)</b>			
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?</b>	Yes	No	
	IF YES ENCLOSE PROOF		
<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	Yes	No	
	IF YES ANSWER THE FOREIGN BASED SUPPLIERS QUESTIONNAIRE BELOW		
<b>SBD 1 SIGNATURE</b>			
<b>SIGNATURE OF BIDDER:</b>			
<b>DATE:</b>			
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid)</b>			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Telescope Maintenance
CONTACT PERSON	Rayyan Arnold	CONTACT PERSON	Sizwe Seranyane
TELEPHONE NUMBER	+27 21 506 7300	TELEPHONE NUMBER	+27 21 506 7300
FACSIMILE NUMBER	+27 21 506 7375	FACSIMILE NUMBER	+27 21 506 7375
E-MAIL ADDRESS	rarnold@ska.ac.za	E-MAIL ADDRESS	sky@ska.ac.za

## **TERMS AND CONDITIONS FOR BIDDING (SBD 1 PART B)**

**NB: FAILURE TO PROVIDE ANY OF THE BELOW PARTICULARS MAY RENDER THE BID INVALID.**

### **BID SUBMISSION:**

#### **On Time Delivery**

Bidders deliver their bids by the stipulated time to the correct address. The National Research Foundation does not accept late bids for consideration.

#### **Official Forms and Annexures**

Bidders must submit their bids on the official forms included in this invitation - (not to be re-typed). Bidders provide additional information in supporting schedules attached to this invitation.

#### **Registration on the Central Supplier Database**

Bidders must register on the Central Supplier Database uploading mandatory information for verification purposes. Where a bidder has registered on the Central Supplier Database, the bidder may choose not to submit the mandatory information with the bid documentation where the Central Supplier Database has the information.

#### **Submission of Transformation Statement**

Bidders must submit their certified B-BBEE certificate or certified B-BBEE sworn affidavit to the National Research Foundation.

**Document includes Conditions of Contracting**

This bid is subject to the Preferential Procurement Policy Framework Act 2000 and its 2017 Regulations; the General Conditions of Contract (GCC) included in this invitation; Special Conditions of Contract (SCC) included in this invitation, and, if applicable, any other legislation.

**Acknowledgement Of Reading Each Page**

The bidder warrants by signature on the last page that the bidder has read and accepts each page.

**Two Envelope System Required**

The objective for the use of the two-envelope system is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased. The first envelope holds all documents excluding the SBD 3 (price summary schedule) and detailed supporting pricing documentation. The second envelope holds the SBD 3 and the detailed supporting pricing documentation. An outer envelope encloses both envelopes that have the envelope addressing as stated in this document.

The NRF only opens the proposal – the first envelope – at the evaluation stage and only opens the pricing – the second envelope – for those bidders who meet the predefined threshold at the proposal evaluation.

**Request for Proposal/Quotation/Bid Clarification**

If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to respond within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party. The National Research Foundation issues the consolidated set of all queries and responses thereto by e-mail to all respondents as per details in database seven (7) days before closure date. All correspondents acknowledge receipt of the consolidated set of responses and that receipt forms part of the formal submission.

**Counter Conditions**

The NRF draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

**Response Preparation Costs**

The NRF is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

**Cancellation Prior to Awarding**

The NRF has the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range (in terms of the Preferential Procurement Policy Framework Act 2017 Regulations), or any process impropriety.

**Collusion, Fraud and Corruption**

Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

**Fronting**

The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should the National Research Foundation establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

**Disclaimers**

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that the NRF is permitted by law, the NRF will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

**TAX COMPLIANCE REQUIREMENTS FOR SOUTH AFRICAN BASED SUPPLIERS<sup>1</sup>**

Bidders must ensure their tax obligations are in order.

Where the bidder does not have a Tax Compliance Status Certificate available and the bidder has a valid Central Supplier Database Registration number, the bidder must provide their CSD number in the field provided in this document.

<sup>1</sup> [www.ocpo.treasury.gov.za/Buyers\\_area/legislation/pages/practice\\_note.aspx](http://www.ocpo.treasury.gov.za/Buyers_area/legislation/pages/practice_note.aspx) National Treasury SCM Instruction No. 7 of 2017/2018

Where the bidder provides access to its taxpayer profile and tax status in lieu of the above paragraph, the bidder must submit their unique Personal Identification Number (PIN) issued by South African Revenue Services (SARS) to enable the National Research Foundation to view and verify the taxpayer profile and tax status.

Bidders apply for the Tax Compliance Status (TCS) Certificate or PIN from their SARS branch or through E-Filing. In order to use the E-File provision, the bidder needs to register with SARS as an e-filer through the website [www.sars.gov.za](http://www.sars.gov.za).

Bidders may submit a printed Tax Compliance Status Certificate together with the bid.

In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate Tax Compliance Status Certificate/PIN/CSD number.

## **TAX COMPLIANCE REQUIREMENTS FOR FOREIGN BASED SUPPLIERS<sup>2</sup>**

### **QUESTIONNAIRE FOR FOREIGN BASED SUPPLIERS TO ASCERTAIN TAX COMPLIANCE REQUIREMENTS**

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

### **ASCERTAIN TAX COMPLIANCE REQUIREMENTS FOR FOREIGN BASED SUPPLIERS**

If the answer is "NO" to all of the above, then it is not a requirement to obtain a Tax Clearance Certificate/Tax Clearance System pin code from the South African Revenue Service. In all other cases the bidder must register as a South African based supplier as set out in the above paragraph.

If the answer is "NO" to all of the above and when a written award notification is given to the bidder, the bidder must provide the following information to the South African Revenue Service on email address [governmentinstitute@sars.gov.za](mailto:governmentinstitute@sars.gov.za)

- (A) Details of the foreign entity
- (B) Description of goods and/or services being supplied by the entity; and

<sup>2</sup> [www.ocpo.treasury.gov.za/Buyers\\_area/legislation/pages/practice\\_note.aspx](http://www.ocpo.treasury.gov.za/Buyers_area/legislation/pages/practice_note.aspx) National Treasury SCM Instruction No. 7 of 2017/2018 and SBD1 at [www.ocpo.treasury.gov.za/Buyers\\_area/bidding](http://www.ocpo.treasury.gov.za/Buyers_area/bidding) documents



	<p>(C) Name of the National Research Foundation.</p> <p>The South African Revenue Service will provide the form for applying for the letter confirming tax affairs are in order i.e. no tax obligations in South Africa. The NRF makes itself available in South Africa to assist its awarded foreign bidder in the obtaining of the clearance letter to allow both parties to sign the contract.</p>
<b>SETS OF BID DOCUMENTS REQUIRED:</b>	
Number of ORIGINAL documents for contract signing	2
<p>Bidders must submit the bid including the bidder’s response to the specification and the bidders pricing in hard copy format (paper document) to the NRF. These serve as the original sets of bid documents and forms part of the contract. The NRF with the awarded bidder sign two originals of the contract form in black ink. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party’s obligations for execution. These two original document sets serve as the legal bid contract document and the contract record between the bidder and the NRF. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p> <p>In the case of a discrepancy between the evaluation copies and the master record, the master record prevails. In the case of a discrepancy between the original sets deposited with the NRF and that kept by the bidder, the original set deposited with the NRF is the master contract for both parties.</p>	
Number of EVALUATION copies (scanned, secured file on a memory stick, including all supporting documentation, excluding pricing information):	1
<p>Bidders mark documents as either “ORIGINAL” or “COPY FOR EVALUATION” and number all pages sequentially. Bidders group documents into “PROPOSAL” and “PRICING” sections.</p>	
Two envelope system required	YES
<p>Bidders are required to separate the PROPOSAL section and the PRICING section into two separate envelopes, and enclose both in a single outer envelope with the Bid Address information as required for tender submission.</p>	

## RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<b>RETURNABLE DOCUMENTS</b>	<b>Envelope 1</b>			
<b>(G = Go/No GO; O = Optional)</b>				Bid Section Reference
Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 6.1, 8 and 9	G	YES	NO	1
Provide a list of low noise microwave receivers that have been produced by the bidder during the bidder's history.	G	YES	NO	2
Provide a list of products that have been designed and manufactured where cryogenics were involved, during the bidder's history.	G	YES	NO	2
Provide details of maintenance and repairs performed on similar multiple unit cryogenically cooled systems, inclusive of planned and unplanned maintenance on the associated electronic, mechanical and cryogenic components present in these systems, during the bidder's history.	G	YES	NO	2
Provide details of maintenance facilities available to the bidder where such testing, maintenance, and repairs will be carried out.				3
Provide the CVs of current resources available to the bidder that will be used in the execution of the subsequent contract, and which encompass the following disciplines:  Engineering: RF Systems, Mechanical, Electronic, Digital, Software, Cryogenics, Systems engineering,  Technicians supporting the repair and maintenance of the receiver system.	G	YES	NO	4
Proposed high level project plan demonstrating method of execution of the contract. Speak to the items listed in the Scope of Work in list document, as well as to timelines and labour requirements.	G	YES	NO	5
B – BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, a sworn affidavit or the certificate issued by the Companies and Intellectual Property Commission (CIPC) is required. A	O	YES	NO	6

copy of the template for this affidavit is available on the Department of Trade and Industry website <a href="https://www.thedti.gov.za/gazette/Affidavit_EME.pdf">https://www.thedti.gov.za/gazette/Affidavit_EME.pdf</a>				
Three (3) written references with contact details, for those customers for whom the bidder has completed work within the last 24 months. The reference letter template in Annexure A of this document may be used.	G	YES	NO	7
Reference 1 From:				
Reference 2 From:				
Reference 3 From:				
<b>RETURNABLE DOCUMENTS</b>	<b>Envelope 2</b>			
Summary pricing in the SBD 3.2 format in this document	G	YES	NO	
Detail price sheets and supporting documents	G	YES	NO	
<b>THE BIDDING SELECTION PROCESS</b>				
<p><u>Stage 1 – Compliance to submission requirements</u></p> <p>Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals. The NRF provides the Returnable Document Checklist listing these including which documents are mandatory (GO/NO GO) to the bidders.</p> <p><b>The NRF evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List. The NRF disqualifies bidders not compliant with this list for Stage 2.</b></p>				
<p><u>Stage 2A – Evaluation of Bids against Specifications and Quality</u></p> <ol style="list-style-type: none"> <li>The NRF evaluates each bidder’s written response to the specifications issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid invitation. The evaluation consists of the mandatory minimum specifications in a “Meet/Not meet” format with further specifications requiring qualitative responses.</li> <li>Bidders making the minimum evaluation score will pass to the price/preference stage.</li> </ol>				
<p><u>Stage 2B – Due Diligence Interviews</u></p> <ol style="list-style-type: none"> <li>Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further information or provide further proof to the evaluation committee. In these cases, the NRF may provide the areas of concern to</li> </ol>				

the short listed bidders to address in their presentations.

Bidders making the minimum evaluation score will pass to the price/preference stage.

### Stage 3 – Price/Preference Evaluation

#### Basis of competition:

The NRF compares each bidder's pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bids pricing requirements.

#### Due diligence tests for reasonableness of price:

The NRF conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect defective pricing or pricing outside of the fair market-related price range, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range.

Where the winning bidder does not want to participate in the price negotiation or is not prepared to provide a fair market-related price, the NRF cancels the award and commences price negotiations with the second bidder in the price/preference ranking.

#### Ranking of the bidders pricing:

The NRF ranks the qualifying bids on price and preference points claimed in the following manner:

**Price** - with the lowest priced Bid meeting the minimum specification as stipulated in the threshold to qualify for this stage receiving the highest price score as set out in the Preferential Procurement Policy 2017 Regulations;

**Preference** - preference points as claimed in the preference claim form (SBD6.1) supported by a valid BBBEE certification are added to the price ranking scores.

#### Award recommendation:

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

## **THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE**

Bidders are not eligible for the Price and Preference scoring stage where they score less than the minimum threshold of:

1. Score "Meet Specifications" on each evaluation line
2. Meeting all administrative requirements as "GO/NO GO"

## EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES

	<b>Selection Element</b>	<b>Meet Specification</b>		<b>Validity Confirmed by BEC</b>
		YES/ NO	Bidder reference to its data sheets	
1	Company has at least 5 years' experience in designing, building, and maintaining low noise L-Band and UHF-Band receivers which includes the associated digital controllers ("Receiver Systems").			
2	Bidder has experience in the design, manufacture, and maintenance of multiple unit cryogenically cooled systems (< 30K) inclusive of planned and unplanned maintenance on the associated electronic, mechanical and cryogenic components present in these systems, where such systems have operated for at least one year.			
3	Bidder presents evidence of capacity and capability to execute the engineering level support requirements of this contract, encompassing the required disciplines.			
4	Bidder presents evidence of capacity and capability to execute the technician level support requirements of this contract, encompassing all aspects of the receivers and support systems.			

<sup>1</sup> Bidders to fill in the page number, section number, or other identifying reference to where in the bid the evaluators can find the supporting information

## EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES

	Selection Element	Meet Specification		Validity Confirmed by BEC
		YES/ NO	Bidder reference to its data sheets	
5	Bidder presents evidence of maintenance facilities and infrastructure available to the bidder where testing, maintenance, and repairs on the specified systems will be carried out, and where such facilities require minimal development (equipment procurement, etc.) to perform the relevant scope of work laid out in this document.			
6	<p>Bidder proposes training methods and activities for transferring technician and engineering level skills to SARAO designated personnel within the contract time frame, such that:</p> <ul style="list-style-type: none"> <li>• Designated technicians are able to complete preventative and corrective maintenance at ILM level with minimal supervision or input from the contracted bidder, and</li> <li>• SARAO engineering staff are able to develop solutions to engineering-level problems, and to give input to corrective maintenance procedures, with minimal supervision or input from the contracted bidder</li> </ul> <p>Note: This requirement assumes that there is adequate SARAO capacity for skills transfer.</p>			

<sup>1</sup> Bidders to fill in the page number, section number, or other identifying reference to where in the bid the evaluators can find the supporting information

## EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES

	<b>Selection Element</b>	<b>Meet Specification</b>		<b>Validity Confirmed by BEC</b>
		YES/ NO	Bidder reference to its data sheets	
7	Reference letters illustrate bidder's ability to deliver projects of similar scale and complexity, provide the required expertise as necessary, and execute work timeously and on budget.			

### BIDDERS DETAIL SUBMISSION FOR THE ABOVE

	Bidder Response:	Schedule/Page number:
	Bidder Response:	Schedule/Page number:
	Bidder Response:	Schedule/Page number:
	Bidder Response:	Schedule/Page number:
	Bidder Response:	Schedule/Page number:
	Bidder Response:	Schedule/Page number:
	Bidder Response:	Schedule/Page number:

<sup>1</sup> Bidders to fill in the page number, section number, or other identifying reference to where in the bid the evaluators can find the supporting information

# THE BID CONTRACT

## INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act.

The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

The NRF delivers its mandate through its internal business units which are both functional and geographical diverse. Unless specifically noted, all contracts flowing from bidding apply to all of its business units.

## INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS BID

The South African Radio Astronomy Observatory (SARAO) is the business unit of the National Research Foundation (NRF) that houses and operates South Africa’s national radio telescope shared facilities, including the MeerKAT, KAT-7, and Hartbeeshoek 26-m radio telescopes.

As a member of the international effort to build the Square Kilometre Array (SKA), which will be the world’s largest radio telescope, South Africa (through the NRF’s business units) is responsible for the construction and operation of the MeerKAT precursor telescope, for hosting the SKA Mid Frequency telescope, and for implementation of the African VLBI Network.

The SARAO project office has offices based in Johannesburg and Cape Town, as well as the SKA host site in the Karoo, 90km from Carnarvon in the Northern Cape, which hosts the Square Kilometre Array mid-frequency telescopes, MeerKAT, and KAT-7 radio telescope installations, as well as a number of guest instruments.

## CONTEXT OF THIS PROCUREMENT

The MeerKAT telescope is nearing the conclusion of its construction phase, and the specialised Receiver Systems (L-Band and UHF-Band receivers and their associated utilities and services) require maintenance as defined by a Failure Modes, Effects and Criticality Analysis (FMECA) which was performed.



Currently, as the client-recipient of these Systems, SARAO does not have the in-house facilities or expertise to perform Intermediate and Depot Level Maintenance (ILM and DLM) tasks.

The Receiver Maintenance Section of the SARAO Telescope Maintenance team does not currently have the skills capacity or facilities to perform ILM and DLM level preventative and corrective maintenance on the cryogenically cooled MeerKAT receivers.

Through the support rendered by the services procured through this bid the risk of downtime of the receivers will be significantly reduced, with the added benefits of knowledge and skills transfer between the selected supplier and the SARAO Telescope Maintenance team.

## **CONTRACT PERIOD**

The contract period commences from the date that both parties sign the contract's signature page, and concludes naturally TWO (2) years from that date, or at such time as the contract value has been reached.

## **ABBREVIATIONS**

COC	Certificate of Conformance	OLM	Organisational (SARAO) level maintenance
DLM	Depot Level Maintenance	S&T	Subsistence and Travel
ILM	Intermediate Level Maintenance	SLM	Supplier Level Maintenance
LRU	Line Replaceable Unit	SOW	Scope of Work
OEM	Original Equipment Manufacturer (EMSS)	SRU	Shop Replaceable Unit

## **SCOPE OF WORK**

### **Systems**

The MeerKAT Receiver components and applicable services and utilities are as follows:

1. L-Band Receiver
2. UHF-Band Receiver
3. Receiver System Controller
4. Helium Service
5. Vacuum Service

*Note: Descriptive documentation for the above-referenced systems is available on request from the SARAO Supply Chain contact, and is issued subject to the submission of a signed Non-Disclosure Agreement. Bidders requesting documentation are to submit drafts of the Returnable Documents marked 'Bid Section Reference 2' at the time they request documentation.*

**SOW-1. Maintenance Support**

- SOW-1.1. Technicians shall provide services including:
  - SOW-1.1.1. Preventative and corrective maintenance of the systems listed in Items 1 - 5 at SARAO facilities (OLM & ILM), for the duration of the contract period.
  - SOW-1.1.2. Corrective maintenance of the systems listed in Items 1 – 5 at the bidder’s facilities (DLM) for the duration of the contract period.
- ‘Systems’ shall be taken to include all components and subassemblies, and interfaces between these.
- SOW-1.2. The contracted bidder shall prepare monthly progress reports on the maintenance work undertaken, and submit these to SARAO.
- SOW-1.3. The contracted bidder shall present a progress summary at monthly feedback meetings, held at SARAO premises in Cape Town.

**SOW-2. Engineering Support**

- SOW-2.1. Engineering personnel shall provide services including, but not limited to:
  - SOW-2.1.1. Assistance to SARAO in solving engineering-level problems that are encountered with the systems
  - SOW-2.1.2. Continuous design improvements to existing systems
  - SOW-2.1.3. Engineering studies required by SARAO, related to the systems
  - SOW-2.1.4. Updates to existing data and/or documents related to the systems
  - SOW-2.1.5. Input to ad-hoc corrective maintenance processes related to the systems.
- ‘Systems’ shall be taken to include all components and subassemblies, and interfaces between these.
- SOW-2.2. The contracted bidder shall prepare monthly progress reports on the engineering work undertaken, and submit these to SARAO.
- SOW-2.3. The contracted bidder shall present a progress summary at monthly feedback meetings, held at SARAO premises in Cape Town.

**SOW-3. Parts and Materials Supply**

- SOW-3.1. The contracted bidder shall provide all parts and materials needed to perform the maintenance and engineering level support, including but not limited to:
  - SOW-3.1.1. Components, local and foreign
  - SOW-3.1.2. Materials, local and foreign
  - SOW-3.1.3. Subcontracted services, local and foreign

**SOW-4. Skills Transfer**

- The contracted bidder shall:
- SOW-4.1. Transfer technician level skills to identified members of the SARAO telescope maintenance team, over the contract period;
- SOW-4.2. Provide for the transfer of the engineering knowledge required to develop solutions to engineering-level problems, and to give input to corrective maintenance procedures, to identified members of the SARAO engineering team, over the contract period;

- SOW-4.3. Develop formal and informal training and skills transfer interventions, in conjunction with SARAO. These might include lectures, workshops, and on-the-job training;
- SOW-4.4. Document transferred knowledge in the form of manuals, works instructions, as appropriate.
- Note: This requirement assumes that there is adequate SARAO capacity for skills transfer.

## **SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract (SCC) relate directly to the management of this contract, and must be read in conjunction with the standard National Treasury General Conditions of Contract (GCC) which follow.

### **National Research Foundation**

#### **1. Contract Management**

- 1.1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

#### **2. Contract Manager**

- 2.1. The NRF appoints a contract manager and notifies the other party in writing of the contact details of the appointed contract manager.

#### **3. Communication**

- 3.1. The NRF communicates in writing and through e-mail.
- 3.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.
- 3.3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.

#### **4. Managing the Execution of this Contract**

- 4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;
- 4.2. Where specific procurement items or services as specified in the contract are required, the NRF issues a works order stating the contract number for the requirement.
- 4.3. Such works order has the following detail (where this is not provided, the works order is not a valid communication in terms of this contract):
- 4.3.1. A unique identifier
  - 4.3.2. NRF Contract Reference
  - 4.3.3. Supplier Identification
  - 4.3.4. Works order background information/context

	<p>4.3.5. Order line items with expected max expenditure as relevant to parts, hourly rates, and mark-ups</p> <p>4.3.6. Expected schedule for completion of approved works</p> <p>4.3.7. Approval and comments by the NRF appointed Contract Manager</p> <p>4.3.8. Acceptance by the contracted bidder's representative.</p> <p>4.4. The NRF fairly considers requested deviations from approved works orders, and approves or denies said requests on the disposition of the NRF Contract Manager.</p> <p>4.5. Deviations granted shall be reflected via an updated or new works order.</p> <p>4.6. Deviations requested after the work is complete shall not ordinarily be considered, and are considered at the discretion of the NRF Contract Manager.</p> <p>4.7. The NRF approves the works order as being satisfactorily completed by approval of the Certification of Conformance (COC) issued by the contracted bidder.</p> <p>4.8. The NRF does not unreasonably withhold approval of the COC, and either approves or enters into correspondence regarding the approval of works within 5 business days of receipt of the COC.</p> <p><b>5. Payment (with reference to GCC 16)</b></p> <p>5.1. Invoices submitted to the NRF for payment shall include:</p> <p>5.1.1. Detailed proof of expenditure incurred</p> <p>5.1.2. Reference to the approved works order</p> <p>5.1.3. Reference to the COC relevant to the invoice.</p> <p>5.2. Approval for payment of the invoice shall be made by the NRF Contract Manager, on the basis of the approved Works Order, accepted COC, and acceptance of all invoiced line items.</p> <p><b>6. Performance Management</b></p> <p>6.1. The NRF measures performance throughout the contract life in accordance with the service levels set in this document.</p> <p>6.2. The NRF has regular performance reviews and progress meetings with the contracted bidder, on the order of once per month.</p> <p>6.3. Where severe non-performance occurs will terminate the contract earlier in consultation with the contracted bidder.</p> <p><b>7. Skills Transfer</b></p> <p>7.1. The NRF shall identify competency shortfalls within its technical capacity.</p> <p>7.2. The NRF shall nominate suitable individuals from its staff to participate in knowledge transfer exercises and training, as relevant to this contract.</p> <p>7.3. The NRF shall, on commencement of the contract, engage with the contracted bidder to identify opportunities to transfer knowledge and skills, and methods of evaluation of skill transfer.</p>
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<b>SERVICE PERFORMANCE LEVELS STATEMENT</b>		
Service being Measured	Measurement	Penalty and level applicable from
Minimum response time	Time between query and proposed actions by contracted bidder.	48 hours, no specific penalties. All other rights in GCC and SCC reserved.
Performance as per issued works orders	Evaluation of works order specifications vs received COC.	No specific penalties. All other in GCC and SCC rights reserved.
<b>Contracted Bidder</b>		
<p><b>1. Managing the Contract</b></p> <p>1.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p><b>2. Contract Manager</b></p> <p>2.1. The contracted party appoints a contract manager and notifies the NRF in writing of the name and contact details of the appointed contract manager.</p> <p><b>3. Communication</b></p> <p>3.1. The contracted party communicates in writing and through email.</p> <p>3.2. The contracted party always states the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.</p> <p><b>4. Managing the Execution of this Contract</b></p> <p>4.1. All tasks associated with the execution of this contract (e.g. maintenance, repairs, engineering development, travel, etc.) shall be commenced with at the request of SARAO, which shall take the form of an issued works order, approved by the appointed Contract Manager.</p> <p>4.2. The works order will contain:</p> <p>4.2.1. A unique identifier</p> <p>4.2.2. NRF Contract Reference</p> <p>4.2.3. Supplier Identification</p> <p>4.2.4. Works order background information/context</p> <p>4.2.5. Order line items with expected maximum expenditure as relevant to parts, hourly rates, and mark-ups</p> <p>4.2.6. Expected schedule for completion of approved works</p> <p>4.2.7. Approval and comments by the NRF appointed Contract Manager</p>		

	<p>4.2.8. Acceptance by the contracted bidder's representative.</p> <p>4.3. Deviation from the approved works order may be requested prior to the execution of the works order, and on the basis of scope or price, and will be granted on the disposition of the appointed NRF Contract Manager.</p> <p>4.4. Deviations granted shall be reflected via an updated or new works order.</p> <p>4.5. Deviations requested after the work is complete will not ordinarily be considered. Any consideration is at the discretion of the NRF appointed Contract Manager.</p> <p>4.6. Satisfactory completion of the task will be indicated by a Certificate of Conformance (COC) issued by the contracted bidder, and accepted by the appointed NRF Contract Manager or their designee.</p> <p>4.7. The COC shall contain:</p> <p>4.7.1. A unique identifier</p> <p>4.7.2. NRF Contract Reference</p> <p>4.7.3. Supplier Identification</p> <p>4.7.4. A description of the work completed</p> <p>4.7.5. A statement of compliance to each item in the original works order, or</p> <p>4.7.6. A statement of and reasons for partial compliance to each item in the original works order</p> <p>4.7.7. A detailed bill of quantities used during the execution of the works, including but not limited to materials, components, technician hours, engineering hours, travel, etc.</p> <p>4.7.8. Signature of issuance by responsible representative of contracted bidder</p> <p>4.7.9. Acceptance and comments by the NRF appointed Contract Manager</p> <p>4.8. The contracted bidder shall provide proof of the quantities claimed in Item 4.7.7.</p> <p><b>5. Travel</b></p> <p>5.1. Where practical and available, the contracted bidder shall make use of transport and accommodation provided by SARAO.</p> <p><b>6. Cost Recovery</b></p> <p>6.1. The contracted bidder shall provide transparency as to expenses incurred during execution of this contract.</p> <p>6.2. No VAT shall be charged on VAT.</p> <p>6.3. Materials and subcontracted services shall be recovered on a 'cost plus' basis, where the bidder applies a percentage mark-up on the item ex-works in accordance with the mark-up rates specified in SBD 3 of this document.</p> <p>6.4. NRF rates for subsistence, accommodation, and transport shall apply.</p> <p>6.5. No mark-up shall be charged costs associated with delivery, e.g. courier, logistics, and associated statutory costs (e.g. import duties).</p> <p><b>7. Contracted Budgets</b></p> <p>7.1. The total contract value, as awarded, constitutes a maximum amount that</p>
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may be spent in the execution of this contract. Any funds remaining at the end of the contract period will not be recovered by the contracted bidder.

- 7.2. Line item values within the contract, as awarded, do not constitute maximum amounts, and line item budgets can be changed provided that the total contract value is not exceeded.
- 7.3. Where an estimated works order value is not exceeded, recovery shall be on the basis of actual expenses incurred and services rendered.
- 7.4. Where an estimated works order value is likely to be exceeded, the contracted bidder shall seek the disposition of the appointed NRF Contract Manager prior to executing the works order.

**8. Payment (with reference to GCC 16)**

- 8.1. Invoices submitted to the NRF for payment shall include:
  - 8.1.1. Detailed proof of expenditure incurred
  - 8.1.2. Reference to the approved works order
  - 8.1.3. Signed copy of the COC relevant to the invoice.
- 8.2. Approval for payment of the invoice will be made by the NRF Contract Manager, on the basis of the approved Works Order, accepted COC, and acceptance of all invoiced line items.

**9. Non-Conformance Reports**

- 9.1. Defective parts, repairs, or workmanship shall be communicated to the contracted bidder in writing, by means of formal Non-Conformance Reports (NCR).
- 9.2. The contracted bidder undertakes to acknowledge an NCR within 48 hours of receipt.
- 9.3. The nature of corrective actions and the related timelines shall be agreed to with the NRF Contract Manager, which shall take into account the warranties on the parts.

**10. Skills Transfer**

- 10.1. The contracted bidder shall, on commencement of the contract, engage with the NRF to evaluate identified competency shortfalls in NRF technical capacity, and propose formal and informal training interventions to be conducted by the contracted bidder over the performance period, as well as reasonable evaluation thereof.
- 10.2. The contracted bidder shall have input to the annual performance management agreement and review process of personnel which have been identified by the NRF as undergoing skills transfer.
- 10.3. Preference shall be given to NRF personnel to perform maintenance and engineering tasks in conjunction with a competent supervisor from the contracted bidder, as appropriate.
- 10.4. Engineering- and technician-level time which is specifically dedicated to skills transfer activities shall be initiated via approved works order.

## **11. Technical Capacity**

- 11.1. The contracted bidder shall maintain the necessary technical capacity within their organisation to execute the scope of work in this contract, for the duration of this contract.

## **12. Occupational Health and Safety**

- 12.1. The contracted party, once the SBD7 is signed, is responsible for itself, its employees, and those people affected by its operations in terms of the Occupational Health and Safety Act the regulations promulgated in terms thereof (OHS Act No 85 of 1993 and its Regulations, known as 'The Act').
- 12.2. The contracted party performs all work and uses equipment on site complying with the provisions of the Occupational Health and Safety Act.
- 12.3. To this end, the contracted party shall make available to the NRF the valid Letter of Good Standing in terms of the COID Act and shall ensure that its validity does not expire while executing this bid.
- 12.4. The contracted party furnishes, upon signing of the SBD7, its registration number with the office of the Compensation Commissioner.
- 12.5. The contracted party maintains a safety file which complies with the requirements of The Act, and is kept present at the work site, during the period that contracted work takes place on the site.
- 12.6. The NRF undertakes to ensure that the contracted party in his capacity for the execution of this contract accepts liability to comply with the provisions of the said Act and the regulations promulgated in terms thereof.
- 12.7. Each member of the contracted party's team (including sub-contracted personnel), submits a signed indemnity form prior to entering the work site. A copy of these is maintained in the contracted party's safety file, as described in this section.

## **13. General Health and Safety**

- 13.1. All personnel performing work on the NRF site as part of this contract shall attend a brief (15 min) safety induction. This will be organised by the SARAO SHEQ department, and will be conducted shortly after arrival.
- 13.2. Over and above the obligations provided by The Act, the contracted party shall comply with all relevant Health and Safety instructions as given to them by site safety personnel.
- 13.3. Field appropriate PPE, including closed safety shoes, shall be worn at all times while on the work site.
- 13.4. High visibility vests shall be worn at all times on the work site.
- 13.5. The contracted party shall ensure that hard hats are worn by contractor (including sub-contractor) personnel working underneath suspended structures and in the vicinity of driven machinery.
- 13.6. All speed limits shall be followed on all sites and on the road between the sites, as communicated by appropriate signage.

## **14. National Key Point Requirements**

- 14.1. The SARAO Losberg site is a designated National Key Point, and as such



	<p>the contracted party shall be responsible for its own personnel and sub-contracted personnel in terms of the following:</p> <p>14.2. No alcohol or other narcotic substances are permitted on the Losberg site.</p> <p>14.3. No firearms are permitted on the Losberg site.</p> <p>14.4. Contractor personnel (including sub-contracted personnel) shall wear some form of visible identification which on the site, indicating the organisation/company they are associated with.</p> <p><b>15. Radio Frequency Interference (RFI)</b></p> <p>15.1. The contracted party (including sub-contracted personnel) shall take into consideration the RFI protected nature of the Losberg site, which prohibits sources of interference to be brought to the site without prior approval.</p> <p>15.2. Critically, all motor-driven equipment and vehicles brought to site shall be diesel powered. Only vehicles and motor-driven equipment declared in the bid documentation will be permitted on site, unless agreed to by the NRF prior to commencement of the works.</p> <p>15.3. Critically, cell phones are prohibited from being ON, regardless of mode (i.e. flight mode operation is not permitted).</p> <p>15.4. Critically, no radio transmitters shall be operated on the site without the prior explicit approval of the NRF for each item required.</p> <p>15.5. Exceptions required by the contracted party shall be declared in the bid documentation, and are subject to approval by the NRF. Only NRF approved devices will be permitted to operate on the site. Devices may be required to undergo testing at the SARAO Cape Town offices to determine whether they will be approved.</p>
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**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, and the words “will/should” mean “must”.

**The NRF cannot amend the National Treasury’s General Conditions of Contract (GCC). The NRF appends Special Conditions of Contract (SCC, previous section) providing specific information relevant to a GCC clause and where the NRF requires a SCC that is not part of the GCC. No clause in this document shall be in conflict with another clause.**

GCC1	<p><b>Definitions - The following terms shall be interpreted as indicated:</b></p>
	<p>1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of</p>

	<p>anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. "Countervailing duties" imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>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.</p> <p>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.</p> <p>1.14. "GCC" mean the General Conditions of Contract.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25. Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>GCC2</b>	<b>Application</b>
	<p>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.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>GCC3</b>	<b>General</b>
	<p>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.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>GCC4</b>	<b>Standards</b>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>

GCC5	<b>Use of contract documents and information</b>
	<p>5.1. The supplier shall not disclose, without the purchaser's prior written consent, 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.</p> <p>5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>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.</p> <p>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.</p>
GCC6	<b>Patent rights</b>
	<p>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.</p>
GCC7	<b>Performance security</b>
	<p>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.</p> <p>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.</p> <p>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:</p> <p>7.4. 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</p> <p>7.5. a cashier's or certified cheque</p> <p>7.6. 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.</p>

GCC8	<b>Inspections, tests and analyses</b>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	<b>Packing</b>
	<p>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</p>

	<p>appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p>
<b>GCC10</b>	<b>Delivery and Documentation</b>
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
<b>GCC11</b>	<b>Insurance</b>
	<p>11.1. The goods supplied under the contract are 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.</p>
<b>GCC12</b>	<b>Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>GCC13</b>	<b>Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.2. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.3. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.4. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.5. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.6. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.7. 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</p>

	supplier for similar services.
<b>GCC14</b>	<b>Spare parts</b>
	<p>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:</p> <p>14.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.3. in the event of termination of production of the spare parts:</p> <p>14.4. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.5. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>GCC15</b>	<b>Warranty</b>
	<p>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.</p> <p>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.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
<b>GCC16</b>	<b>Payment</b>
	16.1. The method and conditions of payment to be made to the supplier under

	<p>this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
<b>GCC17</b>	<b>Prices</b>
	<p>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.</p>
<b>GCC18</b>	<b>Contract amendment</b>
	<p>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.</p>
<b>GCC19</b>	<b>Assignment</b>
	<p>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.</p>
<b>GCC20</b>	<b>Subcontract</b>
	<p>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</p>
<b>GCC21</b>	<b>Delays in supplier's performance</b>
	<p>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.</p> <p>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.</p> <p>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</p>



	<p>local authority.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>GCC22</b>	<b>Penalties (REFER TO SPECIAL CONDITIONS OF CONTRACT)</b>
	<p>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.</p>
<b>GCC23</b>	<b>Termination for default</b>
	<p>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:</p> <p>23.2. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.3. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.4. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.5. 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.</p>

	<p>23.6. 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.</p> <p>23.7. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a 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.</p> <p>23.8. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / 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 Officer / Authority actively associated.</p> <p>23.9. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.10. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.11. the date of commencement of the restriction</p> <p>23.12. the period of restriction; and</p> <p>23.13. The reasons for the restriction.</p> <p>23.14. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.15. 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 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.</p>
GCC24	<b>Anti-dumping and countervailing duties</b>
	<p>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</p>

	<p>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</p>
<b>GCC25</b>	<b>Force Majeure</b>
	<p>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.</p> <p>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.</p>
<b>GCC26</b>	<b>Termination for insolvency</b>
	<p>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.</p>
<b>GCC27</b>	<b>Settlement of disputes</b>
	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p>

	<p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.6. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.7. The purchaser shall pay the supplier any monies due the supplier.</p>
<b>GCC28</b>	<b>Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.2. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.3. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>GCC29</b>	<b>Governing language</b>
	<p>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.</p>
<b>GCC30</b>	<b>Applicable law</b>
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>GCC31</b>	<b>Notices</b>
	<p>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</p> <p>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</p>
<b>GCC32</b>	<b>Taxes and duties</b>
	<p>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.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license</p>

	<p>fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>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</p>
<b>GCC33</b>	<b>National Industrial Participation Programme</b>
	<p>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.</p>
<b>GCC34</b>	<b>Prohibition of restrictive practices</b>
	<p>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).</p> <p>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.</p> <p>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.</p>
	<p><b>Contracted Party Due Diligence</b></p> <p>The NRF reserves the right to conduct supply chain due diligence at any time during the contract period including site visits.</p>
	<p><b>Jigs, Tools, and Templates</b></p> <p>Unless otherwise agreed, all jigs, tools, templates and similar equipment that may be necessary for the execution of this contract at the NRF's premises shall on completion or cancellation of the contract become property of the NRF if the NRF has paid therefore. In such event, the said equipment shall be delivered at the premises of the NRF by the contracted supplier, properly marked with the contract and the relevant code number as supplied by the NRF for the finished items.</p>
	<b>Copyright and Intellectual Property</b>

	<p>All background intellectual property invests in and remains the sole property if the party that contributed it to this contract and/or disclosed the same to the NRF.</p> <p>The contracted supplier hereby grants the NRF a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that shall reasonably be required by the NRF for the exploitation of the contract intellectual property and to enable the NRF to obtain the full benefit of the contract intellectual property.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in the NRF and to give effect to the foregoing:</p> <ul style="list-style-type: none"> <li>(a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to the NRF and the NRF hereby accepts such assignment, and</li> <li>(b) The contracted supplier undertakes to assign in writing to the NRF all contract intellectual property and which may invest in the contracted supplier.</li> </ul> <p>The contracted supplier shall ensure that the contract intellectual property is kept confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to the NRF, or as the NRF may direct, and to support the NRF, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall service termination of this contract indefinitely.</p>
	<p><b>Confidentiality</b></p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information, directly or indirectly, to any person</li> </ul>

or entity, without the NRF's prior written consent.

- (b) 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
- (c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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, not to

- (a) Disclose the confidential information to any third party, or
- (b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,

Both during the term of their associations with the recipient and after termination of their respective associations with the recipient.

The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

- (a) Was in the possession of the recipient prior to its involvement with the NRF;
- (b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- (c) 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 NRF, or
- (d) Was independently developed by the recipient prior to its involvement with the NRF; or
- (e) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form. Of the confidential information including but not limited to:

- (a) All written disclosures received from the NRF;
- (b) All written transcripts of confidential information disclosed verbally by the NRF; and
- (c) All material embodiments of the contract intellectual property.

The recipient acknowledges that the confidential information is being made available

	<p>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.</p> <p>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.</p>
<p><b>SBD 3.2: PRICING DETAIL WITH NON-FIRM UNIT PRICES</b></p>	
<p><b>SBD 3 - Pricing Schedule for the Duration of the Contract</b></p>	
<p><u>BID PRICE IN RSA RAND</u></p>	
	<p>Price quoted is South African Rands in terms of General Conditions of Contract clause 16.4</p>
<p><u>PRICE QUOTATION BASIS</u></p>	
	<p>Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies.</p>
<p><u>PRICE PER DELIVERY POINT</u></p>	
	<p>In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point</p>
<p><u>DETAIL PRICING SUPPORT</u></p>	
	<p>Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided.</p>
<p><u>PRICE CHANGES</u></p>	
	<p>The NRF accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract.</p>
<p><u>APPLICATION OF PREFERENCE POINTS</u></p>	
	<p>Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.</p>
<p><u>NOTE APPLICABLE TO NON FIRM UNIT PRICING</u></p>	
	<p>Non-firm prices submitted for this bid are subject to adjustment(s) in terms of the section “PRICE ADJUSTMENTS: NON-FIRM PRICES SUBJECT TO ESCALATION”.</p>



	Non-firm prices that are subject to rate of exchange variations submitted for this bid are adjusted in terms of the section "PRICE ADJUSTMENTS: PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS".			
	Where foreign exchange applies, and the bidders use different exchange rates, a uniform rate will be used by the NRF to adjust the quoted prices to allow for fair comparison.			
<b><u>NOTE APPLICABLE WHERE QUANTITIES ARE VARIABLE DURING THE CONTRACT</u></b>				
	Where quantities and/or services are required as and when needed, the estimation quantity model as set out below applies:			
	The line items provided are the best forecast of requirements during the contract, and are specified to encompass the expected costs. The bidder submits <b>unit prices</b> based on the line items.			
	The line items provided are for quoting purposes only. This allows for price competition on an equal and fair comparison basis that is equitable to all bidders.			
	The NRF determines the final bid and contract value as actual quantities delivered at the contracted prices in this document.			
<b>BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)</b>				
<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>UNIT PRICE</u>
ITEMS AS PER SCOPE OF WORK				
1	Maintenance Support as per SOW-1.	Per hour	950	
2	Engineering Support as per SOW-2.	Per hour	1800	
3	Estimated Parts and Materials Supply as per SOW-3.			
3.1	Vacuum pump replacement	Unit	128	
3.2	Vacuum pump service	Unit	64	
3.3	Compressor service	Unit	64	
3.4	Cryogenic cooler service	Unit	128	
3.5	Cryogenic temperature sensors	Unit	12	
3.6	Low noise amplifier (LNA)	Unit	24	
3.7	Other on-site preventative maintenance			

	(list major assumptions)			
3.8	Other intermediate level preventative maintenance (list major assumptions)			
3.9	Other intermediate level corrective maintenance (list major assumptions)			
3.10	Other corrective maintenance (bidder's facilities, list major assumptions)			
3.11	Mark-up on unit costs, materials ≤ R10 000 per item		% = [ ]	
3.12	Mark-up on unit costs, materials R10 000 > x ≤ R50 000 per item		% = [ ]	
3.13	Mark-up on unit costs, materials > R50 000 per item		% = [ ]	
4	<b>Travel</b>			
4.1	Carnarvon/Site Travel			
4.1.1	Accommodation	pp/night	120	As per NRF rate
4.1.2	Transport	Per trip	30	As per NRF rate
4.1.3	S&T allowance	pp/night	120	As per NRF rate
4.2	Domestic Travel			
4.2.1	Accommodation	pp/night	10	As per NRF rate
4.2.2	Transport	Per trip	10	As per NRF rate
4.2.3	S&T allowance	pp/night	10	As per NRF rate
4.2.4	Air travel	pp/flight	5	As per NRF rate
4.3	International Travel			
4.3.1	Accommodation	pp/night	45	As per NRF rate
4.3.2	Transport	Per trip	15	As per NRF rate
4.3.3	S&T allowance	pp/night	45	As per NRF rate
4.4.4	Air travel	pp/flight	9	As per NRF rate

5	Other (bidder to detail and provide justification)			
6				
7				
8				

Total Cost is determined by multiplying quantity by unit price.

TOTAL COSTED VALUE OF ABOVE (VAT INCL.) R

**PRICE ADJUSTMENTS: PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

Part 1:  
Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		

Part 2:  
Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PREFERENCE POINTS CLAIMED (SBD 6.1)**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**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 R50 000 000 (all applicable taxes included); and
  - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

- 1.3. Points for this bid shall be awarded for:
  - 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5. 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.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“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;
- 2.3. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. **“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;

- 2.6. “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8. “**proof of B-BBEE status level of contributor**” means:
  - 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
  - 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. “**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;
- 2.10. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- 4.1. 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	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6

7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1. B-BBEE Status Level of Contributor: = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1. If yes, indicate:

7.1.1.1. What percentage of the contract will be subcontracted

.....%

7.1.1.2. The name of the sub-contractor

.....

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

.....

7.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
<b>Black people</b>		
<b>Black people who are youth</b>		

<b>Black people who are women</b>		
<b>Black people with disabilities</b>		
<b>Black people living in rural or underdeveloped areas or townships</b>		
<b>Cooperative owned by black people</b>		
<b>Black people who are military veterans</b>		
<b>OR</b>		
<b>Any EME</b>		
<b>Any QSE</b>		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1. Name of company/firm:

.....

8.2. VAT registration number:

.....

8.3. Company registration number

:.....

8.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

.....

8.8. 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 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

8.8.1. The information furnished is true and correct;

8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

8.8.4. 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 –

8.8.4.1. disqualify the person from the bidding process;

8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

8.8.4.3. 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;

8.8.4.4. 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

8.8.4.5. forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)



## **SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NRF, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this Certificate;

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, 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

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium <sup>3</sup> will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 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.	
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.	
The terms of this 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 the bid or to the signing of the contract.	
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	
<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of	
<b>SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES</b>	
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? If Yes, furnish particulars as an attached schedule:	YES / NO
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)? If Yes, furnish particulars as an attached schedule:	YES / NO
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? If Yes, furnish particulars as an attached schedule:	YES / NO

Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	

## **SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT**

Any legal person, including persons employed by the STATE <sup>1</sup>, or persons having a kinship with persons employed by the STATE, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the STATE, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

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/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

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

Full Name of Bidder or his/her representative	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	

Registration number of company, enterprise, close corporation, partnership agreement	
Tax Reference Number:	
VAT Registration Number:	
The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:	
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the STATE? If so, furnish the following particulars in an attached schedule	YES / NO
Name of person/ director/ trustee/ shareholder/member:	
Name of STATE institution at which you or the person connected to the Bidder is employed	
Position occupied in the STATE institution	
Any other particulars:	
If you are presently employed by the STATE, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the STATE in the previous twelve months?	YES / NO

	If so, furnish particulars as an attached schedule:	
	Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the STATE and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO
	If so, furnish particulars as an attached schedule.	
	Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
	If so, furnish particulars as an attached schedule:	

## REFERENCE LETTER FORMAT – ANNEXURE A

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

<b>Referee Letterhead</b>	<b><u>Referee Legal Name</u></b>
---------------------------	----------------------------------

**REFERENCE ON COMPANY [INSERT BIDDER NAME]**

<b>Bid Number:</b>	<b>NRF SARAO SMRK 001 2017</b>
--------------------	--------------------------------

**Bid Description**

**THE PROVISION OF TECHNICAL AND ENGINEERING SUPPORT AND MATERIALS/SPARES FOR THE MEERKAT L-BAND AND UHF-BAND RECEIVER SYSTEMS FOR A PERIOD OF TWO YEARS**

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

[INSERT DESCRIPTION HERE]

Criteria	Below requirements	Meets requirements	Exceeds requirements
Professionalism			
Technical knowledge			
Overall ease of communication			
Quality of workmanship			
Satisfaction with lead times/time to complete work			
Reliability			

Overall Impression

	No. of times used in the last 24 months		
	Would you use the provider again?		YES/NO
	Completed by:		
	Signature:		
	Company Name:		
	Contact Telephone Number:		
	Date:		
	Company Stamp:		

## BID SUBMISSION CERTIFICATE FORM - (SBD 1)

	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.	
	My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.	
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:	
	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
	Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
		CSD / Tax clearance letter where applicable
	Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and supported by a valid BBBEE certificate that has been certified either as copy or original.	
	Declaration of Bidder's past SCM practice (SBD 8)	General Conditions of Contract and special/additional conditions of contract as set out in this document
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should	



	these declarations prove to be false.
	I confirm that I am duly authorised to sign this offer/ bid response.
NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	