



**SAASTA**  
South African Agency for Science  
and Technology Advancement

## INVITATION TO BID

### BID DESCRIPTION

PROVISION OF SECURITY SERVICES FOR THE NATIONAL RESEARCH FOUNDATION'S OFFICES IN PRETORIA CENTRAL (NRF-SAASTA, DIDACTA BUILDING), FOR THE PERIOD OF THIRTY SIX (36) MONTHS

<b>Bidder Name:</b>	
<b>Number:</b>	NRF/SAASTA BULD/02/2021-2022
<b>Closing Date</b>	04 February 2022
<b>Closing Time:</b>	11:00
<b>Compulsory Briefing Session and site visit:</b>	<b>20 January 2022 at 11:00am</b>
<b>Venue:</b>	Didacta Building
<b>Address:</b>	211 Nana Sita Street
<b>Contact Person:</b>	<a href="mailto:MF.Moeng@saasta.nrf.ac.za">MF.Moeng@saasta.nrf.ac.za</a>
<b>Bid Submission Address</b>	Entrance, DIDACTA Building, 211 Nana Sita Street, Pretoria 24 Hours access GPS coordinates: 25° 45'03,30"S & 28° 11'21,42"E Dimensions of tender box opening: 10 cm X 40 cm
<b>Envelope Addressing</b>	On the face of envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address is required
<b>Enquiries are directed in writing to:</b>	
<b>Section</b>	Supply Chain Management
<b>Contact person</b>	Ms. Sindisiwe Ntuli
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# INTRODUCTION

## INTRODUCTION TO THE NRF

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

## BACKGROUND TO SAASTA

South African Agency for Science and Technology Advancement (NRF-SAASTA) is a business unit of the NRF and its primary function is to advance public awareness, appreciation, and engagement of science, engineering, and technology (SET) in southern Africa.

## THE REQUIREMENTS OF THIS BID

The NRF-SAASTA requires a security service provider to supply security services inclusive of access control to its premises, guarding of its premises and contents, keeping both NRF-SAASTA personnel and visitors safe, assistance in cases of emergency or business continuity events, and risk advisory. The service provider renders these services per NRF-SAASTA premise/site on a 24-hour basis, 365 days of each year inclusive of any leap year.

PRE-QUALIFICATION CRITERIA	
(B-BBEE REQUIREMENT )	
Bidder profile	Bidder's Response
1. Minimum status B-BBEE Level 1 required	
2. Minimum of 51% owned by black people	
3. Minimum of 30% owned by black women	
A bidder failing to meet any of the above-stipulated pre-evaluation criteria is automatically disqualified.	

# PART A – BID REQUIREMENTS

SERVICES REQUIREMENT SPECIFICATIONS
DETAILED SPECIFICATION
<p><b><u>Specification 1:</u></b>      <b><u>Guarding Service</u></b></p> <p>The service provider must have a minimum of five (5) years' experience in the security industry. The service provider must provide a guarding and access control (entrance and exit) service to site on a 24-hour 365 days per year basis utilising two 12-hour shifts per day. The requirements of the guarding service are:</p> <ul style="list-style-type: none"><li>• Security officers provide access control for the entrance and exit gates during the day and at night;</li><li>• Monitoring of the onsite CCTV cameras at the security desk</li><li>• Proper and safe management of all keys under security service provider's control;</li><li>• Provide and install the service provider's patrol monitoring system for the entire contract period(e.g. clock stick or similar or equivalent) ;</li></ul>

- Design and implement patrol routes with night patrols. The bidder must provide patrol plans for the site with their bid document that monitors the boundary fence prohibiting any illegal access. The bidder must provide on these patrol plans their risk assessment and what their proposed patrol frequency is including rest periods;
- Execute regular perimeter patrols of the grounds at night to deliver a random patrol pattern monitored by the patrol monitoring system;
- Control, inspect, and searching of vehicles, vehicle occupants, walk-in-staff, and visitors to the site, building, and any sub components thereof and ID cards check/verification of the incoming people including the staff working at the site.

The service provider must have a current and valid registration certificate with PSIRA (Private Security Industry Regulatory Authority) qualifying them to deliver these services.

The service provider must provide, included in the cost, the following equipment for the guards delivering the guarding services and all staff must have training in the use of these products:

- Clock points and clock stick (or similar or equivalent devices) to the guard(s) when doing patrolling rounds;
- Batons X2;
- Handcuffs X2;
- Whistles X2;
- Torches X2;
- Radios X2;
- Panic buttons (for armed response unit) X2;
- Pepper sprays X2;
- Registers (at all times)
- Pen and pocket book (at all times);

The guarding service utilises the PSIRA guard classification system to determine the required education standards, communication abilities (verbal, reading, and writing), and the minimums in consecutive work experience. The bidders must provide staff qualified in the following

1. Basic first aid training,
2. Basic firefighting training.

The number of guards at site are:

- a. One Male and one Female guard on site per shift to cover the main guard point and to walk the perimeter patrol
- b. Grade of guards must be Grade C (NRF-SAASTA will only pay according to grade C rates)

**Specification 2: Supervision and Emergency Assistance Service**

The service provider provides supervision service to supervise the guards on site. The service provider assigns a duly appointed Security Area Manager and, for each shift, a Shift Commander. The Shift Commander makes at least one visit to the site per shift

The service provider keeps an occurrence book that provides an overall picture of site activities, supervisory inspections, and all other relevant occurrences.

The service provider provides physical evidence of all of its employees' presence on site at all times, as well as the security patrols they conducted. When implementing a guard patrol control system, the service provider obtains NRF-SAASTA approval (e.g. clock points and clock stick or similar or equivalent devices).

The service provider, through its security officers who provide the guarding service, assists with the handling of emergencies, as described below. In the event of an emergency, the service provider trains its guarding and

supervision services in the site's emergency plans and procedures so that they can provide full support. When circumstances necessitate it, the service provider provides additional personnel to render services at the site during a crisis.

The envisaged emergencies are:

Emergency	Notification to supervisor/armed response control room	Notification to external service provider
Injury	Control Room	Ambulance
Fire	Control Room	Fire Brigade
All other threats	Armed Response Control Room	Required other parties
Criminal	Armed Response & Control Room	Police

The Security Area Manager meets with the appointed site facility manager on a monthly basis (at the very least once a month) to review the service and any risk concerns that the facility manager may have. The service provider provides risk assessment and mitigation advice to reduce potential threats to the site's security.

**Specification 3: Armed Response Service**

The service provider provides armed response service 24 hours a day, seven days a week, including the installation of panic buttons to alert the control room. Panic buttons are placed in strategic locations. The service provider deploys its armed response units in a geographical area to ensure a minimum response time of 10 minutes. The service provider has set up communication with the local police station. The service provider has a well-established, 24-hour manned security control and office/branch within the Gauteng Province and within a 50-kilometer radius.

The service provider provides an armed supervisor/inspector 24 hours a day, seven days a week to respond to and assist in the event of an emergency.

**1 Provide detailed requirements to evaluate the bidder's ability to deliver on the bid.**

- 1.1 Armed response service or contract (Evidence) where this service is outsourced
- 1.2 Bidder's reaction time to site maximum 10 minutes (Plan stating where the service provider stations armed response units within a geographical area of the site to deliver a minimum reaction time of 10 minutes.)
- 1.3 Bidder's history listing minimum of 5 years' experience
- 1.4 Valid registration certificate from PSIRA
- 1.5 Letter of good standing from Department of Labour
- 1.6 Municipal account showing site of own 24 hour security monitoring room
- 1.7 Certified copy of employer registration with the Compensation Fund
- 1.8 Certified copy of employer registration with the Unemployment Insurance Fund
- 1.9 Certified copy of the bidder's Public Liability Insurance of not less than R 5 million or Letter of Intent
- 1.10 Three (3) written references, with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months).
- 1.11 A list of projects, with a minimum of three projects combined for a value of more than R3 million, over a period of 5 years reflecting the contact person and his/her position, contact details, description of project undertaken and the budget thereof
- 1.12 Security operations and/or Area Manager's Private Security Industry Regulatory Authority valid certificate or similar that will manage this project

## 2 Ethical requirements

- 2.1 The bidder must confirm that there are no interests with the NRF and its business units, has clean business practises, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4, SBD 8, and SBD 9 forms.

## CONTRACT PERIOD

The contract period for this bid contract is thirty-six (36) months.

## CONTRACT MANAGEMENT

### 1 Method of delivery and conditions for determining successful delivery after contract (SBD 7.1) is signed

- 1.1 An initial meeting will be scheduled between the assigned NRF-SAASTA personnel and the appointed service provider to determine delivery execution. Both parties will review the proposed project execution plan submitted with the bid and reach an agreement on the finalised timetable, which will include a clear start and end date for the implementation.

Project management of guarding service is included in the Supervision Service section (Specification 2) of this document

### 2 Delivery Timing

- 2.1 The times to be communicated with the project team after the signing of the SBD 7.1

### 3 Installation and configuration service

- 3.1 If applicable to the clocking or tagging system, installation to be prior to the start of service

### 4 Support service

- 4.1 Supervision and Armed Response:

The service provider must have a well-established, 24-hour security control room within the boundaries of the Gauteng Province and within 50km radius for the duration of the contract. The service provider must provide an armed supervisor/ inspector on a 24-hour basis to react and assist in events onsite.

### 5 Security Officer's Training:

It is recommended that the service provider train their service providers. The service provider keeps a copy of the valid and up-to-date certificates. PSIRA certification for all personnel must be current for the duration of the contract. The service provider keeps a copy of the training certificate in the personnel files of each security officer provided to provide the services, and the NRF-SAASTA has the right to request such certificate within seven (7) days of the security officer's start date to verify such training was received. When security officers are sent on training, the service provider makes prior arrangements with the NRF-SAASTA site's representative to have the necessary replacement in place before the security officer is released to attend.

### 6 Access Control Registers/Forms:

The service provider must provide NRF-SAASTA with approved access control forms that records information available at all times regarding persons and vehicles admitted to the site within a specific period, in case an occurrence, or occurrences, should take place which might lead to a judicial enquiry or other investigation.

The service provider's security officers do not allow any person to enter the premises on foot or in a vehicle without completing the access control forms and registers if they do not have an operational NRF-SAASTA access via the NRF-SAASTA access systems e.g. biometric system.

## **7 End of life management**

- 7.1 The service provider and NRF-SAASTA will sign off the close out report at the end of the contract. If there is any installed equipment to be removed by the service providers at their own cost, it must be removed on the last day of service.

## **8 Littering, Trading and Hygiene:**

The service provider's personnel must refrain from littering and keep their site/ground/building/work area occupied by them clean, hygienic, and neat.

Under no circumstances are security personnel allowed to trade on the NRF-SAASTA premises.

## **9 Public image**

The NRF-SAASTA's public image is very important to the NRF-SAASTA. The service provider's security officers must always assist visitors and staff members through friendly, helpful, knowledgeable, professional rendered service level.

Supervisors and security officers must maintain a professional image and appearance, which includes not lounging, smoking, eating while attending to people, or sleeping on the job. The supervisors and security officers present must maintain a dedicated attitude/approach to security at all times, including no unnecessary arguments with visitors/staff or disrespectful behaviour toward them.

## **10 Security Clearance:**

The service provider obtains police clearances, conducts security checks, and verifies PSIRA registrations are valid prior to deploying their personnel to the NRF-SAASTA site.

## **11 Patrol Monitoring System:**

The service provider acquires, implements and hands over to the NRF-SAASTA a patrol monitoring system. The service provider maintains the system for the NRF-SAASTA. The system, through the service provider, when accessed by the NRF-SAASTA representative, must provide physical evidence of the presence of all its employees on site at all times and the patrol routes. The service provider and the NRF-SAASTA representative monitor the design of the patrol routes to ensure security of the site including coverage of high-risk areas.

## **12 Security Service Procedure Manuals:**

At all times, the service provider provides detailed procedure manuals for all security functions available on the NRF-SAASTA site. At the start of the contract, the service provider customizes their procedure manuals in consultation with the NRF-SAASTA representative to meet the NRF-SAASTA site requirements and improve service delivery. The customized manuals are approved by the service provider and an NRF-SAASTA representative before they are put into service. The approval of the manuals does not relieve the service provider of any of their contractual obligations. After the first three months of the contract, the service provider and the NRF-SAASTA representative review the procedure manuals for any deficiencies and both parties approve such corrections. Every twelve months, the service provider and the NRF-SAASTA representative review the procedure manuals, taking into account the annual risk plan and any changes to the emergency procedures.

## **13 Registers (Occurrence Book/ Incident register):**

The service provider maintains an occurrence book giving an overall picture of activities, inspections by supervisors, and all other relevant occurrences at the site. The service provider's security staff on duty make

clearly legible, in blue/black ink, the following entries:

All listed routine procedures such as patrols undertaken,

Handing over of shifts,

Mentioning the procedures followed, by whom and the time of commencement,

Records of all incidences, however, slight or unusual, with reference made to the correct time and relevant actions taken,

Record all security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times,

Issue and/or receipt of keys, specifying the time and by whom they were received or delivered,

Unlocking or locking of doors or gates, specifying the time and by who locked or unlocked, and

Handing over of shifts, mentioning all names of all shift staff, and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign the entry/entries.

After the taking over of shifts, the security officers make entries declaring that they have read the Occurrence Book in order to acquaint themselves with events that occurred during the previous shift.

Shift commanders, supervisors, and area managers are required to do the same as stated above for all visits to the site with these entries being in red ink.

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

The service provider stores the completed (full) Occurrence Books until the end of the contract (and for a period of at least twelve months after the end of the contract.)

**14 Dress Code (Uniform and identification):**

The service provider undertakes that each and every member of the security personnel will at all times when on duty be fully equipped in respect of the specified equipment. The security personnel must wear a full uniform that is neat and clearly identifiable to the service provider including matching rain coats and overcoats, a clear identification card of the service provider with the identification photo, staff number. Dress code to be corporate and not combat uniform.

**15 Security Personnel:**

The service provider provides security officers and supervisors to the site at all times and must have at least the Senior Certificate level, good abilities to communicate in English, able to read and write in English, not be younger than 19 years of age, have (2) two years' consecutive experience or more, first aid training, basic firefighting training, physically healthy, and medically fit for the execution of their duties.

The service provider verifies and warrants the supervisors and security officers supplied are registered and in good standing with PSIRA.

The service provider submits a recent SAPS Criminal record clearance certificate at its cost to the NRF-SAASTA representative for all security officers supplied to render the service within (14) fourteen days after the security officers commence the service. Failure to meet this condition requires the service provider to remove the disqualified security officer from the NRF-SAASTA site.

The service provider obtains prior approval from NRF-SAASTA for the exchange of any security personnel currently assigned to the NRF-SAASTA site. After the weekly/monthly meeting, the NRF-SAASTA may request



in writing, or verbally confirm later in writing, an immediate replacement if a security officer does not meet the criteria or fails to deliver the specified levels of performance. The NRF-SAASTA reserves the right to screen the security officer assigned to its site and to require substitution and/or removal, while providing valid reasons to the service provider for its action. When the NRF-SAASTA exercises its right to screen the security officer, the screening is completed within (7) seven days of notification.

The NRF-SAASTA has the right to ascertain from the PSIRA that the assigned security officers, supervisor, manager, and commanders are in good standing with the Authority.

Where the NRF-SAASTA requires removal of an employee of the service provider, the service provider removes that employee immediately from the site. The NRF-SAASTA is not liable to any person whatsoever (including the service provider's employees) for any damages or claims of whatever nature which may arise because of this replacement, and the service provider indemnifies NRF-SAASTA against any such claims.

**16 Duty List:**

The service provider provides the duty list in a format that serves as proof, at all times which staff are assigned for the shift and that such staff are indeed on duty. The service provider has daily, weekly, or monthly duty lists of all security staff on duty kept in the security control office where such service is rendered. Any change to the duty list shall be crossed out by a single line, initialled, dated, and noted in the occurrence book.

**17 Staff Records:**

The service provider's Human Resources maintain staff files inclusive of scholastic/education, registration certificates, medical certificates, and security clearances of all security staff employed at the NRF-SAASTA sites that are up to date and allows the NRF-SAASTA access thereto if the NRF-SAASTA requires such access.

**18 Contact with the NRF-SAASTA representative:**

The security officers must immediately report any abnormal and/or noteworthy incident to the shift commander, the supervisor, and the NRF-SAASTA site representative who in turn will inform Management.

The service provider furnishes a monthly report of the security service incidents, etc. transpired in the previous month to NRF-SAASTA representative.

A formal monthly meeting or, where circumstances dictate, a weekly meeting is held between the NRF-SAASTA site representatives, the service providers' supervisor, and the service provider's management to discuss the performance of the services, reports, and any risk concerns. The NRF-SAASTA maintain the minutes of the meeting and may use audio media to provide accurate minutes. The NRF-SAASTA distributes copies of the minutes to all attending the meeting.

**19 Lost articles:**

Definition: lost article are articles found at the site of which the ownership could not immediately be established.

The security officer's hand lost articles immediately to the NRF-SAASTA representative of the site for safekeeping and recorded in the occurrence register.

**20 Deliveries:**

Security officers must not accept or receive any delivery for an NRF-SAASTA official. The security officers alert the site's reception, who then alerts the official. The delivery is accepted/received by the official or colleagues. If the delivery is urgent or involves a sensitive/valuable item, it is referred to the NRF-SAASTA site representative for action.

The security officers refer all deliveries to the site's reception. In exceptional circumstances after hours collections or deliveries must be agreed with NRF-SAASTA site representative in advance and noted in the occurrence book.

**21 Termination of contract due to non-performance**

21.1 In the event of the non-performance as per the agreed contract, NRF-SAASTA will appoint an alternative at the cost of the appointed third party. The defaulting third party is obliged to settle the damages/additional costs that NRF-SAASTA has incurred as result of the non-performance of the appointed bidder.

**22 NRF-SAASTA staff unrest incidents:**

In the event of any industrial action by employees or former employees of NRF-SAASTA at the site, the security officers on site shall immediately notify management of the service provider who shall interact with management of NRF-SAASTA on how to respond to the industrial action. The security officers on site shall do everything in their power to secure the site and protect NRF-SAASTA property.

**23 Labour unrest incidents:**

If the services are interrupted/or temporary deferred because of any labour unrest, labour disputes, civilian disorder, a local or national disaster or any other cause beyond the control of the service provider(including employees of the appointed service provider), the NRF-SAASTA and the service provider must come to an agreement on methods to ensure continuation of the security service.

**24 Organizational equipment:**

The service provider may not, unless otherwise agreed to in writing by the NRF-SAASTA, make use of any of the NRF-SAASTA's equipment, aids and/or property for purpose of compliance with these terms and conditions, which equipment, aids and / or property include, inter alia, vehicles, stationery, firearms, room and furniture.

**25 Keys Management:**

All keys required to obtain access to those parts of the site where service is rendered is provided by NRF-SAASTA. The security officers will be required to sign the key register to confirm receipt of such keys.

**26 Signage:**

The service provider does not erect or display any sign, printed matter, painting, name plates, advertisement, articles or objects of any nature whatsoever, in, or against NRF-SAASTA building or site or any part thereof without prior written consent. The service provider does not publicly display any article or object which might be regarded as objectionable or undesirable. Where there is no prior written consent, the service provider removes the offending item at his or her own cost.

**27 Training to deal with NRF-SAASTA identified risks:**

The service provider, with the NRF-SAASTA representative, train the security officers deployed to site to deal with the risks as set out in the NRF-SAASTA risk plan including the Covid-19 protocols.

**28 Access to NRF-SAASTA Emergency Plan and Procedures :**

The NRF-SAASTA representative explains the site's emergency plan and procedures to the service provider. The service provider trains its employees in these areas, ensuring that the employees are fully conversant with emergency plans and procedures, allowing them to provide full support in the event of an emergency.

**Occupational Health and Safety when working on NRF-SAASTA site:**

- 28.1 28.1 It is the responsibility of all personnel performing work on the NRF-SAASTA site as part of this contract to obtain safety induction.
- 28.2 Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the appointed bidder meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits.
- 28.3 The appointed bidder, once signing the contract (SBD 7 and the NRF's Section 37.2 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The appointed bidder performs all work and uses equipment on site complying with the provisions of the Act.
- 28.4 To this end, the appointed bidder shall make available to SAASTA on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The appointed bidder furnishes its registration number with the office of the Compensation Commissioner.
- 28.5 The appointed bidder maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.
- 28.6 NRF-SAASTA manages the appointed bidder in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The appointed bidder accepts liability for any contraventions to the Act. Each member of the appointed bidder's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed bidder's health and safety file.

**29 Original bid documents for contract signing**

- 29.1 The sets of original bid documents in hard copy format (paper document) serves as the original master set for the legal contract document between the contracting parties. The master set remains at the NRF-SAASTA and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The master set has the originals or certified copies of any certificates stipulated in this document attached.

**30 Managing service levels**

- 30.1 Upon appointment, both parties agree on the final set of performance levels for each deliverable service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.
- 30.2 Where both parties agree to variation of these, both parties sign the revision which is appended to this contract document.
- 30.3 The appointed third party and the NRF-SAASTA contract manager measure delivered performance against these performance levels.
- 30.4 Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.
- 30.5 Both parties will monitor the corrective actions.
- 30.6 Both parties will assess the applicability of penalties to the incurred poor performance and apply these,
- 30.7 The service performance levels are:

<b>Service</b>	<b>Measurement methodology</b>	<b>Penalty trigger level</b>	<b>Penalty</b>
Guarding Service, access control, deliveries	Registers and patrol monitoring reports Real time monitoring alerts	Thefts, Security officers not qualified as per the requirement	A penalty of 10% of the monthly invoice for each incident where no security officers are on site. A penalty of 30% of the monthly invoice on repeat of the offence A penalty of 50% of the monthly invoice on the third offence Termination of contract on the fourth occurrence
Routine patrol as guided by the patrol clocking points	Patrol tagging report	Missed 5% of tagging points	A penalty of 1% of the monthly payment invoice/certificate for each incident, 10% of the monthly invoice if more than 5% tagging is missed
Supervision Service	Registers as stated in this contract	No record of supervisor on site	A penalty of 5% of the monthly payment invoice/certificate for each incident.
Armed Response Service level	The NRF-SAASTA will conduct random tests to verify this service level	No response and more than 20 minutes response time	A penalty of 5% of the monthly payment invoice for each incident. 10% penalty on non-response for the first time and 20% penalty of the monthly invoice on non-response for the second time. Termination/Replacement of the armed response.
Compliance and adherence to the Private Security Industry Regulation Act, Act no. 56 of 2001 (PSIRA). Improper conduct by a security service provider.	The company and its employees must be active members of PSIRA for the duration of the contract. Proof must be made available as and when requested by the NRF-SAASTA.	No proof of PSIRA compliance	If the security service provider is found guilty of improper conduct in terms of the contract, the service provider will be reported to PSIRA and be subjected to the penalties as contemplated in PSIRA code of conduct.
Records and register management	Availability of all stipulated records and registers	No records or incomplete records	A penalty of 5% of the monthly payment invoice/certificate for each incident.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

GCC 1	Definitions - The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
SCC4	<p><u>Acts Applicable In Terms Of The Security Services requiring compliance and adherence:</u></p> <p>Private Security Industry Regulation Act, Act no. 56 of 2001 (PSIRA)</p> <p>Control of Access to Public Premises and Vehicle Act, 1985</p> <p>The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51</p> <p>Section 13 of the Constitution regarding violations must be avoided.</p> <p>The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.</p> <p>Protection of Information Act 84 of 1982 as amended</p> <p>Trespass Act 6 of 1959</p> <p>Occupational Health and Safety Act 85 of 1993 as amended</p> <p>National Key Points Act</p>
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property
	<p>Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p>Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p> <p>Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.</p> <p>The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.</p> <p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendums to this contract.</p> <p>Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF</p>

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	<p>wherever the NRF may choose to obtain such statutory protection.</p> <p>The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective 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 party 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 discretion, requires in order to give effect to the terms of this clause.</p>
SCC5B	Confidentiality
	<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>• Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent.</li> <li>• 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</li> <li>• Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> <li>• Disclose the confidential information to any third party, or</li> <li>• Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> <li>• 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.</li> </ul> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> <li>• Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF;</li> <li>• Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> <li>• 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</li> <li>• 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.</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>• All written disclosures received from the NRF;</li> <li>• All written transcripts of confidential information disclosed verbally by the NRF; and</li> <li>• All material embodiments of the contract intellectual property.</li> </ul> <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</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>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
SCC5C	Copyright and Intellectual Property
	<p>The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.</p>
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	No additional requirements for this bid
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	No special condition applicable, unless specified elsewhere in this document.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
SCC10	No special condition applicable, unless specified elsewhere in this document.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11A	The service provider, at its own cost, maintains public liability insurance of at least R 5 million for its own personnel against accidents, injury, or death. The service provider provides proof of this at commencement of the contract and after each 12-month period.
SCC11B	NRF assets in custody of the contractor are insured for the value of the replacement value of the asset.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.



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SCC	No special condition applicable, unless specified elsewhere in this document.
GCC13	Incidental services
13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p>
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC13A	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
SCC13B	<p>PSIRA determined wage increases and minimum wages:</p> <p>The service provider pay its employees at least the minimum monthly basic wage in terms of section 56 of the Basic Conditions of the Employment Act, no 75 of 1997, Sectoral determination 1: Security Sectoral Determination (2017) published in the Government Gazette for guarding and armed response, thereby avoiding any service interruptions. NRF-SAASTA may request proof to this effect.</p> <p>The service provider provides proof i.e. government gazette of the annual wage increase to each business unit for the site under their management.</p>
SCC13C	<p>Pricing for the addition of new premises/sites or additional requirements on the listed sites:</p> <p>Additional sites unknown at the date of this bid, the NRF manages under the General Condition of Contract clause 13.</p>
GCC14	Spare parts
14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p>14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
SCC14	In the event that this document specifies provision of spare parts elsewhere, the term "may" in GCC14 is replaced by the term "shall", the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC	No special condition applicable, unless specified elsewhere in this document.

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GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC	Payment is made 30 days after receipt of invoice or claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC	No additional special conditions other than stated in the price section in this document.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
SCC20	Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations. The NRF reserves the right to verify that sub-contracting complies with the Act and its regulations.
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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	<p>23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 the date of commencement of the restriction</p> <p>23.6.3 the period of restriction; and</p> <p>23.6.4 the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

## ADMINISTRATIVE EVALUATION CRITERIA FOR THE BID

The bidder is to complete this table and to supply the necessary page references to the supporting documentation. A bidder failing to adequately provide any of the mandatory documents is automatically disqualified.

RESPONSIVE BID EVALUATION						
Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	SCM Verification
B-BBEE Level 1 certificate		Mandatory	Level 1	Go/No Go		
Minimum of 51% owned by black people		Mandatory		Go/No Go		
Minimum of 30% owned by black women		Mandatory		Go/No Go		
Signed SBD 6.1		Mandatory	Signed and completed	Go/No Go		
Signed SBD 4		Mandatory	Signed and completed	Go/No Go		
Signed SBD 8		Mandatory	Signed and completed	Go/No Go		
Signed SBD 9		Mandatory	Signed and completed	Go/No Go		
Signed SBD 3.1		Mandatory	Signed and completed	Go/No Go		
Signed SBD 1		Mandatory	Signed and completed	Go/No Go		

TECHNICAL BID EVALUATION						
Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	BEC Verification
Evidence of Armed response service or contract where this		Go		Go/No Go		

**TECHNICAL BID EVALUATION**

<b>Document description</b>	<b>Reference to bidder's document</b>	<b>Weight</b>	<b>Criteria</b> (All criteria are weighted equally to each other)	<b>Grading Scheme</b>	<b>Bid Section Reference</b>	<b>BEC Verification</b>
service is outsourced						
Bidder's history listing minimum of 5 years' experience in security services – Company Profile or any other evidence		Go		Go/No Go		
Valid registration certificate from PSIRA		Go		Go/No Go		
Letter of good standing from Department of Labour		Go		Go/No Go		
Municipal account showing site of own 24 hour security monitoring room in Gauteng within 50km radius		Go		Go/No Go		
Certified copy of the registration as employer with the Compensation Fund		Go		Go/No Go		
Certified copy of registration as employer with the Unemployment Insurance Fund		Go		Go/No Go		
Certified copy of the bidder's Public Liability Insurance of not less than R 5 million or Letter of Intent		Go		Go/No Go		
Bidder's reaction time to site		Go		Go/No Go		

TECHNICAL BID EVALUATION						
Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	BEC Verification
maximum 10 minutes (Project Plan)						
Three (3) written references, with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months)		Go		Go/No Go		
<b>BIDDER IS ABLE TO DELIVER THE SPECIFICATION?</b>				<b>YES - PASS TO PRICING</b>	<b>NO - DISQUALIFIED</b>	

# PART B – PRICING

## PRICING REQUIREMENTS FOR THIS BID

Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined BY THE BIDDER in the response and such adjustments are in accordance with the rules stated below:

1.	<b>Applicability of quoted prices::</b> All quoted prices are applicable throughout the contract period unless price adjustments are specified.
2.	<b>Price Quotation Basis:</b> Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, and pricing is subject to changes in the exchange rate, the exchange rate must be stated in arriving at ZAR together with the ratio of the price for the imported component relative to the total price.
3.	<b>Value Added Tax:</b> Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.
4.	<b>Contract Price Management during the contract:</b> Where appropriate, written purchase orders will be issued authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
5.	<b>Delivery Point are:</b> 211 Nana Sita Street, Didacta building

## BID PRICE SCHEDULE (SBD 3.1)

No	QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL (INCLUDEs VAT of 15%)
<b>YEAR 1</b>					
1	2	Guarding Service: Grade C per day shift (including of all associated costs)	Per guard for 365 shifts		
2	2	Guarding Service: Grade C per night shift (including of all associated costs)	Per guard for 365 shifts		
3	1	Patrol monitoring system inclusive of clock points, installation and maintenance	Per Month		
4	1	Armed Response Service	Per Month		
<b>YEAR 2</b>					
1	2	Guarding Service: Grade C per day shift (including all associated costs)	Per guard for 365 shifts		
2	2	Guarding Service: Grade C per night shift (including all associated costs)	Per guard for 365 shifts		



No	QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL (INCLUDES VAT of 15%)
3	1	Patrol monitoring system inclusive of clock points, installation and maintenance	Per Month		
4	1	Armed Response Service	Per Month		
YEAR 3					
1	2	Guarding Service: Grade C per day shift (including all associated costs)	Per guard for 365 shifts		
2	2	Guarding Service: Grade C per night shift (including all associated costs)	Per guard for 365 shifts		
3	1	Patrol monitoring system inclusive of clock points, installation and maintenance	Per Month		
4	1	Armed Response Service	Per Month		
TOTAL BID PRICE INCLUSIVE OF VAT					R

## PART C – BID PREPARATION AND SELECTION

### THE BID PREPARATION

#### 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..

#### Response preparation costs

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

#### Counter proposals

No counter proposals are accepted.

#### **Bid response envelope**

All responses must be submitted in one sealed envelopes/box; the envelope/box shall have the technical, compliance, BBBEE and pricing response.

Bidders are required to package their response/Bid as follows:

- Part A: Bid Forms and Compliance Response
- Part B: Technical Response (response to scope of work) and Pricing

**NB: Bidders are encouraged to indicate schedules where documents are located**

#### Central Supplier Database registration

The NRF-SAASTA as an organ of state is legally, only allowed to procure goods/services from suppliers/service providers registered on the National Treasury's Central Supplier Database. Respondents to this bid must include their

Master Registration Number (Supplier Number) to allow for SAASTA to conduct basic due diligence through the Central Supplier Database, this includes proof of registration and tax compliance verification.

#### Collusion, fraud and corruption

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

#### Fronting

The NRF-SAASTA supports the Government's broad based black economic empowerment initiatives recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF-SAASTA condemns any form of fronting. SAASTA's evaluation committees will conduct or initiate enquiries to determine the accuracy of bidders' representations. Bidders must ensure that fronting does not exist. Should SAASTA suspect any form of fronting, the bidder is given 7 days from date of notification to provide evidence that such fronting does not exist. SAASTA, upon confirmation of fronting, will invalidate the bid or any contracts entered into with the bidder, apply for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies SAASTA may have against such a bidder.

#### Disclaimers

The NRF-SAASTA has produced this document in good faith. The NRF-SAASTA, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The NRF-SAASTA has no liability towards the bidders in connection therewith.

#### General definitions

"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

"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;

"Bid" means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"Contract" means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;

"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;

"Functionality" means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;

"Proof of B-BBEE status level of contributor" means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

"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.

“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being NRF-SAASTA.

## THE BIDDER SELECTION PROCESS

### **Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.**

#### Responsive to submission requirements

Bid that meets all the submission requirements in the bid document is a responsive bid that proceeds to the next stage. SAASTA's evaluation committee will disqualify non-responsive submissions.

#### Meeting technical specifications

SAASTA's evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications and thresholds set out in this document.

#### Due Diligence

SAASTA will conduct due diligence on a bidder by contacting the references submitted to verify the bidder's capability to provide the goods/services required and may conduct interviews with bidders to clarify their bid submission.

### **Stage 2 – Pricing Evaluation**

SAASTA's evaluation committee will assess compliant bidders from the technical evaluation stage on their pricing and BBBEE accreditation. The committee will compare each bidder's pricing quote on a fair comparison basis taking into account all aspects of the bid's pricing requirements. The qualifying bids will be ranked on points scored relative to both Price and B-BBEE rating in accordance with the PPPFA and as indicated on SBD 6.1.

### **Stage 3 – Award and Contract Signing**

The bid will be awarded (post approval by the NRF's Delegated Authority to the bidder with the highest combined score for Price and BBBEE rating unless there are other objective criteria, specified in the bid documents that need to be considered in addition to the combined score. The award is subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD.

#### **Cancellation of the bid prior to award**

SAASTA reserves the right to cancel this bid invitation prior to making an award where

- a) Due to changed circumstances there is no longer a need for this procurement, or
- b) No bids meet the required specifications, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the market price range determined by SAASTA or the budget allocated by SAASTA to this procurement.

## PART D - RETURNS

### INVITATION TO BID (SBD 1)

<b>Bid number</b>	NRF/SAASTA BULD/02/2021-2022
<b>Closing date and time</b>	04 February 2022
The NRF-SAASTA recognises the date and time as recorded on its systems for closure purposes.	

SUMMARY OF BID REQUIREMENTS	
Number of original bid documents for contract signing	2
Number of evaluation copies :	1 set of pdf documents on a flash drive
Price validity period from date of closure	One hundred and fifty (150) days

SUPPLIER INFORMATION			
Name Of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			
Code		Number	
Facsimile Number			
Code		Number	
E-Mail Address			
VAT Registration Number			
Tax Compliance Status	Tax Compliance System PIN	OR	Central Supplier Database No. MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]			

## SUPPLIER INFORMATION

<b>Are you the accredited representative in South Africa for the goods/services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b>Are you a foreign-based supplier for the goods/services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

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

## BID SUBMISSION

1. Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2. All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3. This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF-SAASTA and the appointed/awarded bidder.
4. The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.

## TAX COMPLIANCE REQUIREMENTS

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

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

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

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

Full Name of Bidder or his/her representative:	
--	--

Identity Number:	
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Position occupied in the Company (director, trustee, shareholder, member):	
--	--

Registration number of company, enterprise, close corporation, partnership agreement:	
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Tax Reference Number:	
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VAT Registration Number:	
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The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

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

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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

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

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

The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20

## SBD 6.1 - PREFERENCE POINTS CLAIMED

**TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED**

**100**

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

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

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

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

### 2. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

- 3.
- 4.
3. BID DECLARATION

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

#### **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1 AND 2**

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

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

#### SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:



## SBD 6.1 - PREFERENCE POINTS CLAIMED

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
<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>		

### DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: .....

VAT registration number: .....

Company registration number:.....

#### TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

#### DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

#### COMPANY CLASSIFICATION

- Manufacturer

## SBD 6.1 - PREFERENCE POINTS CLAIMED

- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

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

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:	<input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was any contract between the Bidder and any NRF terminated during the past five years because of	<input type="checkbox"/> Yes

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

failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:  No

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, 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 (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) 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,

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Completed by:	
Signature:	
Company name:	
Contact telephone number:	
Date:	

### BID SIGNATURE (SBD 1)

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

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

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

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

Signature of bidder:

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