National Research Foundation

BID INVITATION

BID NUMBER: NRF/SAAO/38/2026-27

THE APPOINTMENT OF A PSIRA REGISTERED SERVICE PROVIDER TO PROVIDE SECURITY SERVICES FOR THE SOUTH AFRICAN ASTRONOMY OBSERVATORY OFFICES IN CAPE TOWN FOR THE PERIOD OF THIRTY-SIX (36) MONTHS

ATTENTION – FRAUD ALERT

The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following **toll-free number: 0800 701 701 or SMS 39772**.

The NRF, including all its Business Units and National Research Facilities, is a public entity established in terms of the National Research Foundation Act, 1998 (Act No. 23 of 1998), and is a juristic person with legal standing. References to the NRF in these bid documents include its Business Units and National Research Facilities, unless otherwise stated.

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INVITATION TO BID (SBD 1)

Bid number:	**NRF/SAAO/38/2026-27**
Bid Title:	**THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SECURITY SERVICES FOR THE SOUTH AFRICAN ASTRONOMY OBSERVATORY OFFICES IN CAPE TOWN, NFR-SAAO BUILDING FOR THE PERIOD OF THIRTY-SIX (36) MONTHS**
Compulsory Briefing Session:	**YES**
Venue and address where Briefing Session is held:	**SAAO, 1 OBSERVATORY ROAD, OBSERVATORY ROAD, CAPE TOWN, AUDITORIUM**
Date and time of Briefing Session:	**26 November 2026 @ 11 am**
Closing Date and Time of Bid Submission:	**9 December 2026 @ 11 am**
Bid Submission:	Electronic submissions must be sent to E-Tender e-submission
Bid Submission:	E-Tender e-submission instructions steps to follow: Go to the national treasury e-tender website [www.etenders.gov.za]. Log in to the portal using your Central Supplier Database (CSD) credentials; Browse opportunities and select currently advertised to find eSubmission tenders; Download and read all documents carefully; Prepare all the required files. Apply for a tender and upload documents on the portal; Submit **before the Deadline**; Save confirmation/reference number. Link helps for e-submission: https://www.youtube.com/watch?v=x9DDXBTUOAw

SUMMARY OF BID REQUIREMENTS	
Bid validity period from date of closure:	**Ninety (90)** days

SUPPLIER INFORMATION
Name of Service provider:
Postal Address:

Street Address:			
Telephone Number:			
Code		Number	
Cell Phone Number:			
Code		Number	
Facsimile Number:			
Code		Number	
E-Mail Address:			
VAT Registration Number:			

Supplier Compliance Status	Tax Compliance System PIN		**OR**	Central Supplier Database No.	MAAA

Are you the accredited representative in South Africa for the goods/services/works offered?	❑Yes ❑No [If yes enclose proof]	**Are you a foreign-based supplier for the goods/services/works offered?**	❑Yes ❑No [If yes, answer the questionnaire below]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
Is the entity a resident of the Republic of South Africa (RSA)?	❑Yes ❑No
Does the entity have a branch in the RSA?	❑Yes ❑No
Does the entity have a permanent establishment in the RSA?	❑Yes ❑No
Does the entity have any source of income in the RSA?	❑Yes ❑No
Is the entity liable in the RSA for any form of taxation?	❑Yes ❑No

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

	BID SUBMISSION
1.	Bids must be submitted through the E-Tender e-submission by the stipulated date and time. Late bids will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms – (not to be re-typed) or in the manner prescribed in the bid document.
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000, the General Conditions of Contract (GCC), and any other legislative requirements, if applicable to this bid. These are included in this document, thereby forming the contract between the NRF and the appointed/awarded service provider.
4.	The successful service provider will be required to fill in and sign the contract signature form **(SDB7.2 – Contract form for the rendering of services)** for this contract.

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

BID ENQUIRIES		
Procedural and technical queries to be directed in writing to:	**Section:**	**Supply Chain Management**
	Contact:	**Supply Chain Management**
	Email address:	**tenders@saao.ac.za**
Enquiries must be submitted before:		**27 November 2026 @16:H00**

SIGNATURE OF SERVICE PROVIDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

(Proof of authority must be submitted e.g. company resolution)

DATE: ……

PART A – THE BID

A1. 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 service provider. Please visit the NRF website (https://www.nrf.ac.za) for more information.

A2. BACKGROUND TO (THE BUSINESS UNIT)

The NRF-SAAO is a facility of the National Research Foundation, which operates under the South African Department of Science and Innovation. The NRF-SAAO is comprised of headquarters in the eponymous suburb of Observatory in Cape Town, and a dedicated research and observation station with several working telescopes (including SALT) outside the Karoo town of Sutherland in the Northern Cape. Founded in 1820, the NRF-SAAO is the national centre for optical and infrared astronomy in South Africa. Its primary role is to conduct fundamental research in astronomy and astrophysics by providing a world-class facility to scientists. The NRF-SAAO also promotes astronomy and astrophysics in Southern Africa, by sharing research findings and discoveries, and participating in outreach activities to enthuse citizens about physics and astronomy.

A3. HIGH-LEVEL BID REQUIREMENTS

The NRF-SAAO 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-SAAO personnel and visitors safe, assistance in cases of emergency or business continuity events, and risk advisory. The service provider renders these services per NRF-SAAO premise/site on a 24-hour basis, 365 days of each year inclusive of any leap year.

A4. SCOPE OF WORK

A4.1. SCOPE OF SERVICES

4.1.1. Detailed specifications of the goods/services to be procured:

Specification 1

Guarding Service:

The service provider must have a minimum of five (5) years' experience in the security industry, South African registered company and registered with PSIRA. 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:

a) Security officers provide access control for the entrance and exit gates during the day and at night;

b) Monitoring of the on-site CCTV cameras and alarms at the security desk;

c) Proper and safe management of all keys under security service provider's control;

d) Provide and install the service provider's patrol monitoring system for the entire contract period (e.g. clock stick or similar or equivalent);

e) Design and implement patrol routes. The service provider must provide patrol plans for the site that monitors the boundary fence prohibiting any illegal access. The service provider must provide on these patrol plans their risk assessment and what their proposed patrol frequency is including rest periods subject to approval by SAAO project manager;

f) Execute time based perimeter patrols of the grounds to deliver a random patrol pattern monitored by the patrol monitoring system;

g) Control, inspect, and searching of vehicles, vehicle occupants, walk-in-staff, and visitors to the site, building, and any subcomponents thereof and ID cards check/verification of the incoming people excluding NRF staff, NRF-SAAO residents and families, students entering the site;

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

i) The service provider must provide, included in the cost, uniforms (PPE) and 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 X2;

- Pepper sprays X2;
- Registers
- Pen and pocket book

The guarding service utilises the PSIRA guard classification system to determine the required education standards, communication abilities (verbal, reading, and writing), and the minimum in consecutive work experience. The service providers must provide staff with valid documentation of the following

a) Basic first aid training;

b) Basic firefighting training; and

c) PSIRA guard registration.

The successful service provider needs to produce the information and all the valid certificates before the contract can start.

The number of guards at site are:

a) Three (3) guards on site per shift to cover the main guard point and to walk the perimeter patrol and monitor CCTV cameras and alarms;

b) Grade of guards must be Grade C (NRF-SAAO 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. The Security Area Manager makes at least one visit to the site per shift per week – a minimum of 3 visit in a 7-day cycle.

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

The service provider should always provide physical/electronic evidence of all of its employees' presence on site, as well as the security patrols they conducted. When implementing a guard patrol control system, the service provider obtains NRF- SAAO 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.

Response time is critical – working for their offices/control centre or satellite offices/premises

The envisaged emergencies are:

Emergency	Notification to supervisor/armed response control room	NRF-SAAO contact person	Notification to external service provider
Injury	Control Room	Site supervisor, Facilities Manager, Operations Manager	**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 monthly (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, to alert the control room. 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 Observatory police station. The service provider has a well-established, 24-hour manned security control and office/branch within the Western Cape Province.

Specification 4

Electronic Access Control System

SAAO has its own "At the Gate System". However, the service provider must pay the monthly licence and registration fee of the units in use, and charge SAAO, monthly.

A4.2. QUALITY STANDARDS AND MANAGEMENT

The Service Provider shall implement and maintain an effective Quality Management and Security Management System to ensure that security services are delivered consistently, professionally and in accordance with the NRF-SAAO requirements, applicable legislation and the GCC throughout the contract period.

A4.3. METHOD OF VERIFYING DELIVERY AND PERFORMANCE

The performance and delivery of the security services shall be verified by the NRF-SAAO Contract Manager or designated representative through daily monitoring, inspections, record verification and periodic performance reviews.

The following methods shall be used:

4.3.1. Verification of Security Personnel Attendance

- Daily attendance shall be verified against the approved duty roster.
- NRF-SAAO may verify attendance through attendance registers, access-control systems, timesheets or other approved electronic monitoring systems.
- The Service Provider shall ensure that all scheduled security posts are adequately always staffed.
- Any absenteeism or failure to provide replacement personnel must be reported immediately.

A4.4. DELIVERY TIMING

The Service Provider shall provide continuous security services in accordance with the approved security deployment schedule, duty roster and operating requirements of NRF-SAAO.

The following requirements shall apply:

- Security services shall commence on the contract commencement date specified by NRF-SAAO.
- Security personnel shall be deployed at all designated security posts according to the approved duty roster.
- All required security posts must be continuously manned during the agreed service hours.
- Security officers shall report for duty sufficiently early to ensure an effective handover between shifts and prevent any gaps in security coverage.
- Shift changes shall be properly managed to ensure that security posts are not left unattended.
- Scheduled security patrols shall be conducted at the agreed frequency and times.
- The Service Provider shall provide 24-hour security coverage, where required by the NRF-SAAO specification.
- The Service Provider shall respond to security incidents and emergency requests within the response times specified in the document.
- Any absence, late arrival, early departure or inability to provide the required security personnel must be reported to the NRF-SAAO Contract Manager/designated representative immediately.
- Replacement of security personnel must be provided within the agreed timeframe to prevent disruption of security services.
- The Service Provider shall ensure that all security personnel are properly briefed on their duties, post instructions and site-specific requirements before commencing duty.

A4.5. CONTRACT MANAGEMENT

4.5.1 Security Officer's Training:

The service provider must deploy trained staff/security officers. 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, and the NRF-SAAO 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-SAAO site's representative to have the necessary replacement in place before the security officer is released to attend.

4.5.2 Access Control Registers/Electronic Access Control System:

The service provider must provide NRF-SAAO with approved access control forms/ Electronic Access Control ''At the Gate - ATG" or similar System 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/being scanned by the Electronic Access Control System.

4.5.3 End of life management

The service provider and NRF-SAAO 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.

4.5.4 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-SAAO premises.

4.5.5 Public image

The NRF-SAAO's public image is very important to the NRF-SAAO. 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.

4.5.6 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-SAAO site.

4.5.7 Patrol Monitoring System:

The service provider acquires, implements and hands over to the NRF-SAAO a patrol monitoring system. The service provider maintains the system for the NRF-SAAO. The system, through the service provider, when accessed by the NRF-SAAO 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-SAAO representative monitor the design of the patrol routes to ensure security of the site including coverage of high-risk areas.

4.5.8 Security Service Procedure Manuals:

At all times, the service provider provides detailed procedure manuals for all security functions available on the NRF-SAAO site. At the start of the contract, the service provider customizes their procedure manuals in consultation with the NRF-SAAO representative to meet the NRF-SAAO site requirements and improve service delivery. The customized manuals are approved by the service provider and an NRF-SAAO 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-SAAO representative review the procedure manuals for any deficiencies and both parties approve such corrections. Every twelve months, the service provider and the NRF-SAAO representative review the procedure manuals, taking into account the annual risk plan and any changes to the emergency procedures.

4.5.9 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.)

4.5.10. Dress Code (Uniform and identification):

The service provider undertakes that each member of the security personnel will always 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 raincoats and overcoats, a clear identification card of the service provider with the identification photo, staff number and PSIRA Registration number Dress code to be corporate and not combat uniform.

4.5.11. 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, computer literacy and medically fit for the execution of their duties, including regular medical certificates, should be provided. The service provider verifies and warrants the supervisors and security officers supplied are registered and in good standing with valid PSIRA and South African registered companies.
The service provider submits a recent SAPS Criminal record clearance certificate at its cost to the NRF-SAAO representative for all security personnel, including supervisors and 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-SAAO site.
The service provider obtains prior approval from NRF-SAAO for the exchange of any security personnel currently assigned to the NRF-SAAO site. After the weekly/monthly meeting, the NRF-SAAO 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-SAAO 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-SAAO exercises its right to screen the security officer, the screening is completed within (7) seven days of notification.
The NRF-SAAO has the right to ascertain from the PSIRA that the assigned security officers, supervisor, manager, and commanders are in good standing.
Where the NRF-SAAO requires removal of an employee of the service provider, the service provider removes that employee immediately from the site. The NRF-SAAO 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-SAAO against any such claims.

4.5.12. Code of compliance/declaration:

Minimum Wages -

The current minimum labour rates for private security personnel in South Africa (effective from 1 March 2026 to 28 February 2027) or any latest depend on the PSIRA security grade and the regional area classification., and herby agree to always comply with its contents and its subsequent amendments.

The labour rate should apply to: Area 1 & 2 (Urban / Major Metropolitan Centres)

We refer to the labour rates for private security personnel in South Africa (PSIRA) , and hereby agree to comply with its contents at all times

I hereby declare that I am duly authorised to sign this Compliance Standard declaration on behalf of my Company.

Signature:……. Print Name:……..

Designation/Position…….. Date:……

4.5.13. 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.

4.5.14. 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-SAAO sites that are up to date and allows the NRF-SAAO access thereto if the NRF-SAAO requires such access.

4.5.15. Contact with the NRF-SAAO representative:

The security officers must immediately report any abnormal and/or noteworthy incident to the shift commander, the supervisor, and the NRF-SAAO 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-SAAO representative.
A formal monthly meeting or, where circumstances dictate, a weekly meeting is held between the NRF-SAAO 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-SAAO and service provider maintain the minutes of the meeting and may use audio media to provide accurate minutes. The NRF-SAAO and service provider distributes copies of the minutes to all attending the meeting.

4.5.16. 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-SAAO representative of the site for safekeeping and recorded in the occurrence register.

4.5.17. Deliveries:

Security officers may at times be required to receive or accept deliverers for an NRF official. The security officers will alert the site's reception, who will then notify 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-SAAO 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-SAAO site representative in advance and noted in the occurrence book.

4.5.18. NRF-SAAO staff unrest incidents:

In the event of any industrial action by employees or former employees of NRF-SAAO at the site, the security officers on site shall immediately notify management of the service provider who shall interact with management of NRF-SAAO 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-SAAO property.

4.5.19. 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-SAAO and the service provider must come to an agreement on methods to ensure continuation of the security service.

4.5.20. Organisational equipment:

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

4.5.21. Keys Management:

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

4.5.22. 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-SAAO 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.

4.5.23. Training to deal with NRF-SAAO identified risks:

The service provider, with the NRF-SAAO representative, train the security officers deployed to site to deal with the risks as set out in the NRF-SAAO risk plan including the communicable diseases.

4.5.24. Access to NRF-SAAO Emergency Plan and Procedures:

The NRF-SAAO 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.

4.5.25. Occupational Health and Safety when working on NRF-SAAO site:

It is the responsibility of all personnel performing work on the NRF-SAAO site as part of this contract to obtain safety induction.
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 service provider meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits.
The appointed service provider, once signing the contract (SBD 7 and the NRF's SAAO 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 service provider performs all work and uses equipment on site complying with the provisions of the Act.
To this end, the appointed service provider shall make available to SAAO 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 service provider furnishes its registration number with the office of the Compensation Commissioner.
The appointed service provider 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.
NRF-SAAO manages the appointed service provider 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 service provider accepts liability for any contraventions to the Act. Each member of the appointed service provider's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed service provider's health and safety file.

4.5.26. Original bid documents for contract signing

The sets of original bid documents in soft copy format serves as the original master set for the legal contract document between the contracting parties. The master set remains at the NRF-SAAO and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The supplier and the NRF agree to electronic signatures and/or physical signatures. On signing of this contract, both parties will receive an un-editable electronic copy of the signed version

4.5.27. Managing service levels

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. Where both parties agree to variation of these, both parties sign the revision which is appended to this contract document. The appointed third party and the NRF-SAAO contract manager measure delivered performance against these performance levels. 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.
Both parties will monitor the corrective actions.

Both parties will assess the applicability of penalties to the incurred poor performance and apply these, the service performance levels are listed below.

A5. PERFORMANCE MANAGEMENT AND KEY PERFORMANCE INDICATORS

5.1. The service provider and the NRF's contract manager review the initial performance, including service levels as set out in this document, to support the contract delivery.

5.2. Both parties agree on the final set of performance levels, including measurable key performance indicators with minimum thresholds as well as trigger points for penalties and/or bonuses in writing. Both parties sign the agreed performance levels and append them to this contract.

5.3. The performance level indicators are maintained monthly, with review of performance levels after the first three months against the expected requirements of the contract.

5.4. Where both parties agree to a variation of these performance levels, both parties will meet and agree on the revised performance levels in writing, sign and append to this contract.

5.5. Each performance level document states the agreed performance levels, the date effective from, performance penalties, performance bonuses, cost saving sharing, and any matter forming part of such performance levels.

5.6. The service provider and the NRF's contract manager review the current agreed performance levels after every six months.

5.7. The service provider and the NRF's contract manager measure delivered performance against the performance levels as agreed in accordance with this document.

5.8. Management of poor performance:

a. Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause.
b. Both parties will agree to a correction plan and will implement it.
c. Both parties will monitor the corrective actions to ensure performance levels are at the agreed minimum.
d. Both parties will assess the applicability of penalties to the incurred poor performance and apply these,

5.9. The service performance levels are:

PERFORMANCE KEY PERFORMANCE INDICATORS (KPI) AND PENALTIES PROJECT SPECIFIC			
Performance being measured	**Measurement**	**Penalty trigger level**	**Penalty**
Delivery KPIs	Time elapsed between the appointed service provider receiving the purchase order and delivering in accordance with the purchase order	Not delivered at the specified date and time	GCC clause 22 will be applicable.
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 only less than 2 security officers are on site and no relieve security officer was standing in. A penalty of 30% of the monthly invoice on repeat of the offence.

			Termination of contract on the third 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 for each incident, 10% of the monthly invoice if more than 5% tagging is missed and a penalty of 100% of the monthly payment invoice for no Routine patrol as guided by the patrol clocking points.
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-SAAO 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 of the contract for the third time incident.
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-SAAO.	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.	

A6. BID SELECTION

STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND FORMS

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

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

Document description	Weight (Mandatory/Optional)	Criteria	Grading Scheme	Document Reference	BEC Verification
SBD1 Form (Invitation to Bid)	**Mandatory**	Has the service provider completed the SBD 1 form?	YES/NO		YES/NO
SBD 3.1 Form (Pricing Schedule) – submitted in a separate electronic folder	**Mandatory**	Has the service provider submitted its price offer for the services offered?	YES/NO		YES/NO

SBD 4 Form (Service provider's Disclosure)	**Mandatory**	Has the service provider completed the SBD 4 form? Has the service provider made any disclosure which would preclude it from responding to this bid?	YES/NO		YES/NO
SBD 6.1 Form (Preferential Points Claim Form)	**Mandatory**	Has the service provider completed the SBD 6.1 form?	YES/NO		YES/NO
BBBEE Certificate, or sworn affidavit confirming annual turnover and level of black ownership, in the case of EMEs and QSEs	**Optional**	Has the service provider submitted a valid B-BBEE certificate or sworn affidavit in order to claim B-BBEE points? Where no B-BBEE certificate or sworn affidavit has been submitted, 0 points will be allocated for preference	YES/NO		YES/NO
Provision of B-BBEE Transformation Improvement Plan, if the Service providers B-BBEE Level is 4,5,6,7, 8 & non-Compliant	**Optional**	Has the service provider submitted an improvement plan for their business or company?	YES/NO		YES/NO
Tax compliance documentation as per options in the SBD 1	**Mandatory**	Is the tax status "green"/up to date on tax obligations (CSD report/SARS PIN/Tax certificate)?	YES/NO		YES/NO
Central Supplier (service provider) Database Detail Report	**Mandatory**	Has the service provider submitted a valid Central Supplier Database Detail Report?	YES/NO		YES/NO

STAGE 2 – FUNCTIONALITY REQUIREMENTS					
NOTE: Failure to submit evidence that the bidding service provider meets the functional requirements specified in this section will result in disqualification. No second opportunity will be given to submit evidence not submitted, except in the case where there is no competition (i.e. one bid is received) and therefore no prejudice will be suffered by any other service provider. Similarly, disqualification will result where the evidence submitted does not satisfy the assessment methodology for each functional requirement.					
Functional Requirement	**Weight (Mandatory/Optional)**	**Evidence required**	Assessment	Document Reference	BEC Verification
Submit a valid proof of PSIRA registration as an armed response service provider; alternatively, a letter of intent from a PSIRA-registered armed response service provider, accompanied by valid proof of the service provider's PSIRA registration.	**Mandatory**	Did the bidder submit a valid proof of PSIRA registration as an armed response service provider; alternatively, a letter of intent from a PSIRA-registered armed response service provider, accompanied by valid proof of the service provider's PSIRA registration?	YES/NO		YES/NO
Submit a Company Profile with a minimum of 5 years' experience in security services	**Mandatory**	Did the bidder Submit a Company Profile with a minimum of 5 years' experience in security services?	YES/NO		YES/NO
Submit a valid registration certificate from PSIRA for the company	**Mandatory**	Did the bidder submit a valid registration certificate from PSIRA for the company?	YES/NO		YES/NO

Submit evidence demonstrating the company's established presence and/or office facilities within Cape Town. The submission must include details of how the company will ensure the ongoing provision of services, technical support, and local assistance to SAAO in Cape Town.	**Mandatory**	Did the bidder submit evidence demonstrating the company's established presence and/or office facilities within Cape Town and details of how the company will ensure the ongoing provision of services, technical support, and local assistance to SAAO in Cape Town?	YES/NO		YES/NO
Service providers must submit a minimum of three (3) client reference letters relating to security services completed within the past Two (2) years since 2024 November 2024. Reference letters must be issued on the current or previous client's official company letterhead and duly signed by an authorised client representative. SAAO reserves the right to contact the provided references for verification and clarification on any aspect contained in the reference letters.	**Mandatory**	Did the bidder provide three (3) client reference letters relating to security services completed within the past Two (2) years since 2024 November	YES/NO		YES/NO
Valid Copy of the registration as employer with the Compensation Fund (COIDA)	**Mandatory**	Did the bidder submit Valid Copy of the registration as employer with the Compensation Fund (COIDA)?	YES/NO		YES/NO
Valid Copy of the service provider's Public Liability Insurance of not less than R 5 million or Letter of Intent	**Mandatory**	Did the bidder submit Valid Copy of the service provider's Public Liability Insurance of not less than R 5 million or Letter of Intent?	YES/NO		YES/NO

Service provider's Armed Response reaction time to site maximum 10 minutes (submit a Project Plan and maps indicating the distance between Armed Response Site office and NRF-SAAO)	**Mandatory**	Did the bidder submit a Project Plan and maps indicating the distance between Armed Response Site office and NRF-SAAO?	YES/NO		YES/NO
The minimum wage confirmation/declaration to be completed. Refer to section A4.5.12	**Mandatory**	Did the bidder sign Minimum wage confirmation/declaration as per section A4.5.12?	YES/NO		YES/NO

HAS THE SERVICE PROVIDER COMPLIED WITH ALL THE MANDATORY EVALUATION CRITERIA IN THIS STAGE?	**YES – PASS TO PRICING**	**NO- DISQUALIFIED**

STAGE 3 – PRICE AND PREFERENCE

Bids which meet the minimum requirements for Stage 2, will be evaluated on price and preference as follows –

CRITERIA	**POINTS**
PRICE	**80**
PREFERENCE	**20**
TOTAL POINTS FOR PRICE AND PREFERENCE	**100**

PRICING					
Functional Requirement	**Weight (Mandatory/Optional)**	**Evidence required**	Assessment	Document Reference	BEC Verification
The pricing schedule has been completed.	**Mandatory**	Pricing schedule – SBD 3.1	YES/NO		YES/NO
No arithmetic errors including totalling and cross casting in the Pricing schedule – SBD 3.1	**Mandatory**	Pricing schedule – SBD 3.1	YES/NO		YES/NO
The price offer and supporting documents states the country of origin, brand details, and model details.	**Mandatory**	Pricing schedule – SBD 3.1	YES/NO		YES/NO
The price offer complies with the scope of work.	**Mandatory**	Pricing schedule – SBD 3.1	YES/NO		YES/NO
The price offer meets the stated specifications in the scope of work.	**Mandatory**	Pricing schedule – SBD 3.1	YES/NO		YES/NO
The price offer meets the compulsory specification and standards stated in the scope of work.	**Mandatory**	Pricing schedule – SBD 3.1	YES/NO		YES/NO
NRF DECISION ON ACCEPTANCE INTO THE AWARDING COMPETITION (Per PPPFA section 1)					
CAN THE SERVICE PROVIDER EXECUTE THIS CONTRACT AT THE PERFORMANCE STANDARD SET?					YES/NO
HAS THE SERVICE PROVIDER THE SKILLS AND RESOURCES TO EXECUTE THIS CONTRACT WITHOUT PLACING THE NRF AT RISK?					YES/NO

A7. BID PREPARATION

BIDDING INSTRUCTIONS

1.	**Definitions**
1.1	"B-BBEE" means the Broad-Based Black Economic Empowerment Act, Act No 53 of 2003. "Bid" means a written offer in this prescribed format responding to the NRF's invitation to supply goods, services, and/or works. "Competitor" means any individual or organisation, other than the service provider, whether or not affiliated with the Service provider, who has been requested to submit or potentially could submit a response to this Bid invitation or provides the same goods and services as the Service provider and/or is in the same line of business as the Service provider. ''EME'' means Exempted Micro Enterprise with an annual Total Revenue of R10 million or less. ''Enterprise and Supplier Development (ESD)'' means a priority element within the amended B-BBEE Codes of Good Practice comprised of Preferential Procurement, Enterprise Development and Supplier Development. "Equipment" means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output. "Fronting or non-beneficial owner" means the misrepresentation of facts on whom has the skills and competence to deliver this contract by placing a person or entity to stand in for the real beneficial owner on an unequal relationship of control and benefits not found in arm's length transactions. Examples are the deliberate circumvention of legislation for example window-dressing, tokenism, benefit diversion, money laundering, opportunistic Intermediaries. "Gender neutral" means words in one gender e.g. masculine includes all genders e.g. feminine, neuter. "Input specification" means the description with standards of the required item. ''Local Content'' means that portion of the product whose manufacturing process takes place within South Africa, from input materials, raw materials, and/or components that were sourced in South Africa. "Offer" means a bid or quotation or a proposal. "Output specification" means the listing of the functionality of the procured item or scope of works performs to meet the objectives of the contract. ''QSE'' means Qualifying Small Enterprise with an annual Total Revenue of between R10 million and R50 million. "Service provider" means the provider of goods, services, or/and works i.e. service provider, supplier, consultant, specialist, contractor. Should" means a choosing from a range of options. "Singular/Plural" means in this document words in the singular also mean in the plural and vice versa unless precisely stated. "Specific Goals" means specific goals as contemplated in Section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender

	and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. "Will" is defined as the same meaning as "must".
2.	**Date and time**
2.1	The NRF recognises the Central Africa Time (CAT) date and time as recorded on its own bidding and/or email systems for meeting the closure deadlines.
3.	**Late bids**
3.1	Bids received after the closing time and/or date will not be considered.
4.	**Authority of bid signatory**
4.1	The bid must be signed by a person duly authorised to do so.
5.	**Clarification of the bid**
5.1	Bid enquiries may be directed, in writing, to the contact persons listed on the cover page of this bid document.
5.2	Responses to bid enquiries will be provided in writing. If possible, responses will be sent to all prospective service providers.
5.3	Where no briefing session is held, the NRF may publish the clarification responses on the NRF website.
5.4	The last date for the submission of enquiries shall be 27 November 2026 @ 16:00 PM.
6.	**Bid preparation costs**
6.1	Service providers will be responsible for all costs related to the preparation and submissions of their bids.
7.	**Tender Briefing Session and Site Visit**
7.1	Where applicable, the arrangements for a compulsory or non-compulsory tender briefing session and / or site visit are as stated in the Invitation to Tender.
7.2	Service providers should be represented by a person or persons who are suitably qualified and experienced to comprehend the tender requirements.
7.3	Where the briefing session or site visit is compulsory, service providers not represented at such briefing session or site visit will be precluded from submitting a bid.

8.	**Counter proposals**
8.1	No counter proposals will be accepted.
9.	**Alterations to the bid document**
9.1	Service providers may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by the NRF. Any alterations made to the content of this bid document other than those mandated by the NRF will result in tender disqualification.
10.	**Submitting a tender offer**
10.1	Submission with signatures must be in PDF format. Advanced Electronic Signatures (AES) as defined in the Electronic Communications and Transactions Act, 25 of 2002 (as amended). Service providers may use approved secure e-signature platforms that comply with South African legal requirements.
10.2	Should the files be password protected, the passwords must be forwarded to enquiries email specified in the bid document. The communication of the passwords must not be submitted before the bid closes, may be submitted 1 minute after bid closure, and must be submitted no later than 2 days post bid closure.
10.3	Service providers may submit one tender offer only, either as a single tendering entity or as a member of a joint venture or consortium, unless otherwise stated in this bid document.
10.4	Each party to a joint venture or consortium must individually complete and submit the SBD returnable forms included in this bid document.
10.5	Service providers must return all returnable documents and forms after completing them in their entirety.
10.6	The bid document must be submitted in its entirety.
11.	**Eligibility and beneficial ownership disclosure**
11.1	Service providers must disclose their beneficial ownership information in accordance with Companies and Intellectual Property Commission (CIPC) requirements, PFMA Circular 20 of 2019, and anti-money laundering legislation. Failure to disclose or misrepresentation of beneficial ownership will result in disqualification.
12.	**Clarification of service provider's tender offer after submission**
12.1	Service providers may be required to clarify aspects of their tender offer during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices, or correction of arithmetical errors by the adjustment of certain rates or item prices (or both).
12.2	No change in the competitive position of service providers or substance of the tender offer may be sought, offered, or permitted.

13.	**Central Supplier Database registration**
13.1	No award may be made to a service provider who is not registered with the National Treasury Central Supplier Database (CSD).
13.2	Service providers not registered with CSD are not precluded from submitting bids but must be registered prior to award of the tender.
14.	**Tax compliance status**
14.1	No award will be made to any service provider whose tax matters have not been declared to be compliant by the South African Revenue Services (SARS).
14.2	Each party to a joint venture, consortium or partnership must comply with the above requirement.
14.3	At point of award, the preferred bid will be disqualified if the service provider is not tax compliant, and fails to ensure tax compliance within a minimum of 7 days of notification, or within such extended time-frame as may be granted by the NRF in writing.
15.	**Due Diligence during Bid Evaluation**
15.1	During the evaluation of the bid, the NRF reserves the right carry out such due diligence on shortlisted service providers as it deems necessary, which due diligence may include requiring shortlisted service providers to submit reference letters from clients for whom similar services have been provided.
15.2	Where reference letters are requested, they must comply with performance indicators specified by the NRF.
15.3	A bid may be disqualified where reference letters provided do not satisfy the performance indicators specified.
16.	**Invalid bids**
16.1	Tenders shall be invalid if –
16.1.1	If the service provider fails to submit both a technical proposal and a fincancial offer.
16.1.2	The service provider is listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
16.1.3	The service provider has been restricted from doing business with any Organ of state.
17.	**Price negotiations prior to award**

17.1	The award of this tender may be subject to price negotiations with the preferred service provider or service providers, where there are opportunities for realising cost savings, or where bid prices are not considered to be reasonable or market related.
17.2	The NRF reserves the right to reject overpriced or under-priced bids, which are priced significantly higher or lower than the estimated market value.
18.	**Cancellation of the bid prior to award**
18.1	The NRF reserves the right to cancel this bid at any time before award, where -
18.1.1	Due to changed circumstances, there is no longer a need for the services specified in this tender.
18.1.2	Funds are no longer available to cover the total envisaged expenditure for the project.
18.1.3	No bids meet the required specifications.
18.1.4	There is a material irregularity in the tender process.
19.	**Extended validity period**
19.1	The NRF reserves the right to extend the validity period of this invitation: Service providers may either accept or reject the extended validity period and those who do not wish to extend the validity period would be regarded as non-responsive and would be excluded from further assessment.
20.	**Tender award**
20.1	The tender will be awarded to the service provider with the highest combined score for price and preference, unless other objective criteria, specified in the tender document, applies.
20.2	The award will be subject to final verification of the service provider's tax compliance status.
20.3	The NRF conducts final checks on the service provider's tax status and on the stated mandatory exclusions; then signs the standard contract acceptance form with the awarded service provider.
20.4	The standard contract acceptance form **(SBD7)** or the written contract states the commencement date of the contract.
20.5	The NRF retains the signed contracts in the contract registry with copies distributed to the relevant contract role players.
21.	**Disclosure of bids received**

21.1	Bids are open and competitive. The publishing of the bids received is on the appropriate NRF website, National Treasury's E-Tender Portal, and other electronic sites originally advertised on. The disclosure data is the service provider's name and, where possible, tendered price, B-BBEE Level Status of Contributor and Conflict of Interest Declaration.
22.	**Original documents**
22.1	The NRF retains the original emailed document set as the defined original for contract purposes for physical and electronic storage.
22.2	The NRF makes electronic copies for eligibility selection and for awarding competition purposes.
23.	**Legislative References**
23.1	This bid process and resulting contract are governed by the Public Finance Management Act, 1999 (PFMA), Treasury Regulations, the Preferential Procurement Policy Framework Act, 2000 (PPPFA), the latest National Treasury Instruction Notes, and section 217 of the Constitution.
24.	**Collusion, fraud and corruption**
24.1	Any effort by the service provider to influence evaluation, comparisons, or award decisions in any manner will result in disqualification of the bid concerned.
24.2	**The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.**
25.	**Fronting**
25.1	The NRF supports Government's Broad-based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, the NRF condemns any form of fronting.
25.2	The NRF's evaluation committees may conduct or initiate investigations to determine the accuracy of service providers' B-BBEE representations.
25.3	Should the NRF have reasonable grounds to suspect any form of fronting, the service provider in question will be notified and given **7 days from the date of notification** to provide evidence refuting the finding of fronting.
25.4	Should the service provider be unable to satisfactorily refute such finding, the NRF reserves the right to disqualify the bid submitted by the service provider or cancel any contracts entered into with the service provider and apply to National Treasury to restrict the service provider from conducting business with the public sector for a period not exceeding 10 years, and exercise any other available remedies.

26.	**Disclaimers**
26.1	The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The NRF has no liability towards the service providers in connection therewith.
26.2	All information provided by or on behalf of the bidder must be true, complete and accurate in every material respect. The NRF may verify any declaration or supporting information. A bid will be disqualified if the bidder makes a false or misleading statement, fails to disclose material information, or submits a declaration that is not true and complete in every material respect, without prejudice to any other remedy available to the NRF under applicable law.
26.3	The bidder must disclose any actual, potential or perceived conflict of interest relevant to the bid. This includes any employment by an organ of state; any relationship with a person employed by the NRF or involved in the evaluation, adjudication or administration of the bid; and any direct or indirect financial, ownership, management, controlling or other interest in the bidder, a related enterprise or another bidder.
26.4	The duty to disclose is continuous. The bidder must promptly notify the NRF in writing of any new conflict of interest, or any change to information previously disclosed, arising before the award or during the performance of any resulting contract. Disclosure does not automatically disqualify a bidder; the NRF will assess the circumstances and may impose appropriate measures to protect the integrity, fairness and impartiality of the procurement process.
	Service providers Due Diligence (PROCEDURAL RULE 10)

SERVICE PROVIDERS DUE DILIGENCE	**ANSWER**
Submission not from persons in the service of the state or the NRF, companies with directors who are persons in the service of the state or NRF, or close corporations with members' persons in the service of the state or NRF. If yes, is proof provided	YES/NO

	National Treasury has not listed the Service provider or any of its directors on its Database of Restricted Suppliers/ as companies or persons prohibited from doing business with the public sector.	YES/NO
	The Service provider or any of its directors are not 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).	YES/NO
	There have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, pricing, conditions or delivery particulars of the products or services to which this Bid invitation relates.	YES/NO
	The Service provider or any of its directors are not involved in presenting a fronting or non-beneficial owner scheme for this contract.	YES/NO
	The Service provider has not advised that the NRF or otherwise has been involved in preparing this document	YES/NO
	Awarding competition (PROCEDURAL RULE 19)	
	The NRF conducts an open, transparent competition in the awarding stage where all eligible, acceptable bids, i.e. service providers that have proved that they can perform the contract at the set levels of performance, are considered on the basis set out below: Phase 1: Price competition between the eligible service providers, considering all aspects of pricing requirements on an equal and fair comparison basis, equitable to all service providers. The NRF ranks prices from lowest to highest. Phase 2: NRF applies preferential procurement between the eligible service providers as set out in the NRF's preferential procurement policy and its SCM Transformation Strategy available on the website and stated in the standard bidding document 6.1 in this document. Phase 3: The NRF ranks the combined scores, with the highest-scoring service provider receiving a notice of award and a pending contract.	

PART B - RETURNABLE DOCUMENTS AND SCHEDULES

SERVICE PROVIDER'S DISCLOSURE SBD 4

1. **PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid.
In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the service provider (natural or juristic) to make this declaration in respect of the details required hereunder.

MANDATORY EXCLUSION

Where a person/s are listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. **SERVICE PROVIDER'S DECLARATION**

2.1 Is the service provider, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?	YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest[1] in the enterprise, in table format set out below:

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the service provider, have a relationship with any person who is employed by the NRF? 2.2.1 If so, furnish particulars:	YES/NO
2.3 Does the service provider or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? 2.3.1 If so, furnish particulars:	YES/NO

[1] The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3. DECLARATION

I, the undersigned,…… (name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read, and I understand the contents of this disclosure.

3.2

I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The service provider 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[1] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.3 The terms of the accompanying bid have not been, and will not be, disclosed by the service provider, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

There have been no consultations, communications, agreements or arrangements made by the service provider with any official of the NRF in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the NRF; and the service provider was not involved in the drafting of the specifications or terms of reference or scope of work for this 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.

I certify that the information furnished in paragraphs 1, 2 and 3 above is correct. I accept that the state may reject the bid or act against me in terms of paragraph 6 of PFMA SCM Instruction 03 of 2021/22 on preventing and combating abuse in the supply chain management system should this declaration prove to be false.

Signature		
Name (printed)		
Position		
Date		
Name of service provider		

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS [SBD6.1]

NB: BEFORE COMPLETING THIS FORM, SERVICE PROVIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

The maximum points for this bid are allocated as follows:	**POINTS**
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

1.4. Failure on the part of a service provider to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, it will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

2.1 "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

2.2 "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

2.3 "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

2.4 "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state,

and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

2.5 "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 :	$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$

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 SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the service provider will be allocated points based in the goals stated in the table below as may be supported by proof/documentation stated in the conditions of this bid:

Specific Goals	**Number of points allocated (80/20 system)** **(to be completed by the NRF)**	**Number of points allocated (80/20 system)** **(to be completed by the bidder)**
B-BBEE Level of contributor: • Level 1 to Level 3 • Level 4 to Level 6 • Level 7 to Level 8	<u>4 Points</u> 4 2 1	
Ownership: • Supplier that is at least 51% Black-owned. • Supplier that is at least 51% Black female-owned. • Supplier that is at least 51% Black youth-owned. • Supplier that is at least 51% owned by People with Disabilities.	<u>8 Points</u> 3 3 1 1	
Support for SMMEs[1]: • EMEs • QSEs	<u>2 Points</u>	

[1] If a service provider is an EME or QSE, such enterprises will score maximum points allocated for this specific goal.

Community Development[1]: • Direct Job Creation; and/or • Investment in Local Community; and/or • Local sourcing.	2 Points		
Enterprise and Supplier Development[2]: • Number of ESD beneficiaries, and/or • Investment in ESD.	4 Points		

3. BID DECLARATION

Bidders who claim points in respect of Scorecard must submit the following:

(Scorecard) = (maximum of 20 points)

Valid B-BBEE certificate. A bidder must submit proof of its B-BBEE status level of contributor in the form of a valid B-BBEE certificate as issued by SANAS accredited agency;

Valid sworn affidavit. A sworn affidavit by the person or person acting on behalf of an enterprise indicating the level of ownership in the enterprise.

Ownership Certificate. Issued by the Companies and Intellectual Property Commission (CIPC).

Direct job creation. Its objective is to demonstrate actual employment opportunities created as a result of awarded contract. To claim points bidder must submit a plan on direct job(s), (skilled, semi-skilled and unskilled) to be created as a result of the awarded contract. The plan must form part of the contract if the bidder is successful.

Local sourcing. A plan on direct investment in local sourcing from local community during the contract period. To claim points, bid responses must include a plan on direct investment in local sourcing from the local community where the bidder has its registered office, or where the services will be delivered. The plan must form part of the contract if the bidder is successful.

Number of ESD beneficiaries .To claim points, bid responses should include one or more of the following documents -

(i) A signed confirmation letter from a minimum of two (2) ESD beneficiaries supported by the bidder in the last three years. The CIPC registration documents, and B-BBEE certificate or sworn affidavit (B-BBEE) of the ESD beneficiary(ies) must be submitted; and/or

(ii) A signed undertaking listing a minimum of one (1) ESD beneficiaries to be developed during the contract period,

should the bidder be successful. A signed undertaking to be submitted by the bidder and will be monitored for performance during the contract period.

Investment in ESD. To claim points, bid responses must include:

(i) A documentation of the Rand value invested in ESD beneficiaries in the last 3 years. Bidder to submit a signed confirmation letter from the ESD beneficiary(ies).

[1] Based on market analysis and targeted sub-specific goal, the Business Unit shall choose appropriate sub-specific goal to target on a case by case. The use of one or all sub-specific goals is permitted in this policy with maximum points allocated.

[2] Based on market analysis and targeted sub-specific goal, the Business Unit shall choose appropriate sub-specific goal to target on a case by case. The use of one or all sub-specific goals is permitted in this policy with maximum points allocated.

(ii) An ESD plan detailing the Rand Value to be invested in ESD beneficiary(ies) during the contract period of the bid under consideration. A signed undertaking to be submitted by the bidder which will be monitored for performance during the contract period.

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
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……

COMPANY CLASSIFICATION

- Manufacturer
- 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 specific goals as advised in this bid 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 1.3 and 2, the service provider may be required to furnish documentary proof to the satisfaction of the NRF that the claims are correct;

4. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the NRF 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 service provider or service provider, 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.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:……

DATE: ……..

ADDRESS: ……..

……..

……..

PART C - CONTRACT CONDITIONS

CONTRACT PERIOD

The contractual period for this bid is for 3 years (36 months), commencing from the date of final signature on the SBD 7.2 Contract Signing Form.

CONTRACT COMMENCEMENT DATE

This contract shall commence on the commencement date and shall continue for the initial period, unless terminated by any of the contracted parties in accordance with Clauses GCC22, GCC23, and GCC25.

CLASSIFICATION OF CONDITIONS OF CONTRACT

The General Conditions of Contract are core to the contract and are free of changes. The NRF selects the General Conditions of Contract aligning with its procurement strategy of this contract. The General Conditions of Contract for this document is:

1. The National Treasury's General Conditions of Contract as published on the National Treasury's website.

The NRF sets out changes and additions to the selected General Conditions of Contract specifically for this contract in separate categories of Conditions of Contract. These are:

1. The Special Commercial Conditions of Contract.
2. The Special Technical Conditions of Contract.

Where there is conflict, the provisions of the Special Conditions of Contract shall prevail over the core General Conditions of Contract.

GENERAL CONDITIONS OF CONTRACT

In the General Conditions of Contract words in the singular, also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words "will" mean "must".

GCC 1	Definitions - The following terms shall be interpreted as indicated:
	1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 2. "Contract" means the written agreement entered into between the NRF and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 3. "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations. 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. 5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

	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. 7. "Day" means calendar day. 8. "Delivery" means delivery in compliance of the conditions of the contract or purchase order. 9. "Delivery ex stock" means immediate delivery directly from stock actually on hand. 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 service provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the Republic of South Africa at lower prices than that of the country of origin and which have the potential to harm the local industries in the Republic of South Africa. 12. "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the NRF in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 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 party, and includes collusive practice among service provider (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the NRF of the benefits of free and open competition. 14. "GCC" mean the General Conditions of Contract. 15. "Goods" means all of the equipment, machinery, and/or other materials that the service provider is required to supply to the NRF under the contract. Equipment means goods. 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 service provider or its sub- service provider) 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. 17. "Local content" means that portion of the price, which is not included in the imported content if local manufacture does take place. 18. "Manufacture" means the production of products in a factory (or similar manufacturing facilities) using labour, materials, components, and machinery and includes other related value-adding activities. 19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service. Commonly called a purchase order. 20. "Project site", where applicable, means the place indicated in the contract documents. 21. "Purchaser" means the National Research Foundation (NRF). 22. "Republic" means the Republic of South Africa. 23. "SCC" means the Special Conditions of Contract. 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 service provider covered under the contract. 25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC 2	Application
	1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2. Where applicable, special conditions of contract are laid down to, cover specific supplies, services or works.

	3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
	1. Unless otherwise indicated in the contract documents, the NRF 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. 2. With certain exceptions (National Treasury's e-Tender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
	The goods supplied shall conform to the standards mentioned in the contract documents and specifications.
GCC 5	Use of contract documents and information
	1. The service provider shall not, without the NRF'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 NRF in connection therewith, to any person other than a person employed by the service provider 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. 2. The service provider shall not, without the NRF's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the NRF and shall be returned (all copies) to the NRF on completion of the service provider's performance under the contract if so required by the NRF. 4. The service provider shall permit the NRF to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the NRF, if so required by the NRF.
GCC 6	Patent rights
	1. The service provider shall indemnify the NRF 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 NRF.
GCC 7	Performance security
	1. Within thirty days (30) of receipt of the notification of contract award, the successful service provider shall furnish to the NRF the performance security of the amount specified in SCC. 2. The proceeds of the performance security shall be payable to the NRF as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract. 3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the NRF and shall be in one of the following forms: a. Bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the NRF's country or abroad, acceptable to the NRF, in the form provided in the contract documents or another form acceptable to the NRF; or b. Cashier or certified cheque.

	4. The performance security will be discharged by the NRF and returned to the service provider within thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC 8	Inspections, tests and analyses
	1. All pre-bidding/contract testing will be for the account of the service provider. 2. If it is a contract 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 service provider shall be open, at all reasonable hours, for inspection by a representative of the NRF or an organization acting on behalf of the NRF. 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 NRF shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 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 NRF. 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 service provider shall defray the cost in connection with these inspections, tests, or analyses. 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. 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 service provider 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 service provider cost and risk. Should the service provider fail to provide the substitute supplies forthwith, the NRF may, without giving the service provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the service provider. 8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the NRF to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC 9	Packing
	1. The service provider 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. 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 NRF.
GCC 10	Delivery and Documentation
	1. Delivery of the goods shall be made by the service provider in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC. 2. Documents submitted by the service provider specified in SCC.

GCC 11	Insurance
	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.
GCC 12	Transportation
	1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC 13	Incidental services
	1. The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; b. Furnishing of tools required for assembly and/or maintenance of the supplied goods; c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d. 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 service provider of any warranty obligations under this contract; and e. Training of the NRF's personnel, at the service provider's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 2. Prices charged by the service provider 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 service provider for similar services.
GCC 14	Spare parts
	1. As specified in SCC, the service provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the service provider: a. Such spare parts as the NRF may elect to purchase from the service provider, provided that this election shall not relieve the service provider of any warranty obligations under the contract; and b. In the event of termination of production of the spare parts: i. Advance notification to the NRF of the pending termination, in sufficient time to permit the NRF to procure needed requirements; and ii. Following such termination, furnishing at no cost to the NRF, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC 15	Warranty
	1. The service provider 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. 2. The service provider 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 NRF's specifications) or from any act or omission of the service provider that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

	3. 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. 4. The NRF shall promptly notify the service provider in writing of any claims arising under this warranty. 5. Upon receipt of such notice, the service provider 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 NRF. 6. If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the NRF may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights, which the NRF may have against the service provider under the contract.
GCC 16	Payments
	1. The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC. 2. The service provider shall furnish the NRF with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 3. Payments shall be made promptly by the NRF, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider. 4. Payment will be made in Rand unless otherwise stipulated in SCC.
GCC 17	Prices
	1. Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in its bid, with the exception of any price adjustments authorized in SCC or in the NRF's request for bid validity extension, as the case may be.
GCC 18	Contract amendment
	1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC 19	Assignment
	1. The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the NRF's prior written consent.
GCC 20	Subcontract
	1. The service provider shall notify the NRF 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 service provider from any liability or obligation under the contract
GCC 21	Delays in service provider's performance
	1. Delivery of the goods and performance of services shall be made by the service provider in accordance with the time schedule prescribed by the NRF in the contract.

	2. If at any time during performance of the contract, the service provider or its sub-service provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the service provider shall promptly notify the NRF in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the service provider's notice, the NRF shall evaluate the situation and may at his discretion extend the service provider'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. 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. 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 service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available. 5. Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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. 6. Upon any delay beyond the delivery period in the case of a supplies contract, the NRF 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 service provider'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 service provider.
GCC 22	Penalties
	1. Subject to GCC Clause 25, if the service provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the NRF 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 NRF may also consider termination of the contract pursuant to GCC Clause 23.
GCC 23	Termination for default
	1. The NRF, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part: a. If the service provider 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 NRF pursuant to GCC Clause 21.2; b. If the service provider fails to perform any other obligation(s) under the contract; or c. If the service provider, in the judgment of the NRF, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 2. In the event the NRF terminates the contract in whole or in part, the NRF may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the service provider shall be liable to the NRF for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated. 3. Where the NRF terminates the contract in whole or in part, the NRF may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 10 years. 4. If the NRF intends imposing a restriction on a service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the NRF may regard the intended penalty as not objected against and may impose it on the service provider.

	5. Any restriction imposed on any person by the NRF will, at the discretion of the NRF, 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 NRF actively associated. 6. If a restriction is imposed, the NRF must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: a. The name and address of the service provider and / or person restricted by the NRF; b. The date of commencement of the restriction c. The period of restriction; and d. The reasons for the restriction. 7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 8. 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.
GCC 24	Anti-dumping and countervailing duties and rights
	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. 2. 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 service provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service provider 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
GCC 25	Force Majeure
	1. Notwithstanding the provisions of GCC Clauses 22 and 23, the service provider 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. 2. If a force majeure situation arises, the service provider shall promptly notify the NRF in writing of such condition and the cause thereof. Unless otherwise directed by the NRF in writing, the service provider 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.
GCC 26	Termination for insolvency
	1. The NRF may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NRF.

GCC 27	Settlement of disputes
	1. If any dispute or difference of any kind whatsoever arises between the NRF and the service provider 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. 2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NRF or the service provider 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. 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. 4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 5. Notwithstanding any reference to mediation and/or court proceedings herein, a. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
GCC 28	Limitation of liability
	1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; a. The service provider shall not be liable to the NRF, 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 service provider to pay penalties and/or damages to the NRF; and b. The aggregate liability of the service provider to the NRF, 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.
GCC 29	Governing language
	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.
GCC 30	Applicable law
	1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC 31	Notices
	1. Every written acceptance of a bid shall be posted to the service provider 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. 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
GCC 32	Taxes and duties
	1. A foreign service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the NRF's country.

	2. A local service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the NRF. 3. No contract shall be concluded with any service provider whose tax matters are not in order. Prior to the award of a bid, the NRF must be in possession of a tax clearance certificate, submitted by the service provider. This certificate must be an original issued by the South African Revenue Services
GCC 33	National Industrial Participation Programme
	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.
GCC 34	Prohibition of restrictive practices
	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 service provider (s) is/are or a service provider(s) was/were involved in collusive bidding (or bid rigging). 2. If a service provider(s) or service provider(s), based on reasonable grounds or evidence obtained by the NRF, has/have engaged in the restrictive practice referred to above, the NRF 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. 3. If a service provider(s) or service provider(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the NRF 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 service provider(s) or service provider(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the service provider(s) or service provider(s) concerned.

E 1: SPECIAL CONDITIONS OF CONTRACT

SCC 1	Copyright and Intellectual Property
	1. 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 a. 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); b. Trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and c. 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). 2. Background intellectual property defined as the intellectual property pertaining to this contract. Any of the contracted parties to this contract created and owned such prior to the effective date of this contract. 3. Contract intellectual property defined as intellectual property the parties to this contract create for and in the execution of the contract. 4. 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. 5. 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. 6. 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 appended to this contract. 7. 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. 8. The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection. 9. 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. 10. 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.
SCC 2	Confidentiality
	1. 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: a. Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent. b. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or c. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

	2. The recipient shall ensure that any employees, agents, directors, 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: a. Disclose the confidential information to any third party, or b. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, c. 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. 3. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove: a. 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; b. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; c. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the NRF, or d. 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. 4. The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to: a. All written disclosures received from the NRF; b. All written transcripts of confidential information disclosed verbally by the NRF; and c. All material embodiments of the contract intellectual property. 5. 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. 6. 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. 7. 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.
SCC 3	Copyright and Intellectual Property in terms of the Protection of Private Information Act
	1. 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. 2. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
SCC 4	Performance security form acceptable to the NRF (If Applicable)
	1. Not Applicable
SCC 5	Advance payment security acceptable to the NRF
	1. The NRF requires an acceptable financial bond where an upfront deposit is paid by the NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.

SCC 6	Insurance specified
	1. The service provider carries insurance of R 5 million for public liability, product liability, professional indemnity, and product liability, whichever is greater. The NRF shall be named as co-insured under such policies, and proof of cover must be provided annually. 2. Without limiting the obligations of the service provider in terms of this contract, the service provider shall effect and maintain the following additional insurances: a. Public liability insurances, in the name of the service provider, covering the service provider and the NRF against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this contract. b. Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the service provider's broker or the insurance company itself.
SCC 7	Incidental Services Instructions
	1. Any incidental services as listed in the GCC13 is only valid where the NRF issues an instruction in the format of a purchase order that states this contract number and specifies the description of the respective service, the quality standard applicable, quantities, unit price, and delivery date. 2. Each instruction forms an additional part to the original contracted price at the commencement date of the contract.
SCC 8	Spare Parts Instruction and priced spares list
	1. The service provider provides at commencement of the contract a list of spares as determined in the parts list of each equipment. 2. The service provider provides at commencement of the contract a list of general spares required to maintain each equipment with the respective quality standard applicable to each spare. 3. The service provider provides for each spare listed whether the spare is in the service provider stock or ordered in from the OEM, with their respective lead times for delivery to the NRF. 4. The service provider provides a list of each spare and its unit price as at the commencement date of this contract. The service provider provides a new list each time it amends, update or re-prices any item with supported reasons in terms of the pricing mechanism in GCC17. 5. The NRF and the service provider must agree to the change to the spares price list, sign the new spares price list, and append it this contract. 6. The service provider undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the NRF in terms of the pricing mechanism in GCC17. 7. Acquiring spares is only valid where the NRF issues an instruction in the format of a purchase order that states this contract number and specifies the description of the spare, the quantity, agreed unit price, and the required delivery date. 8. Each instruction forms an additional part to the original contracted price at the commencement date of the contract.
SCC 9	Payment verification
	1. The delivery note includes all forms of proof of fulfilment of all obligations stipulated in the contract at the delivery point. 2. The delivery note and such other proof must be signed by both the NRF's receiver and the service provider's delivery agent as proof of hand over and verification to the applicable standard and specification.

	3. The NRF pays within 30 days after receipt of invoice or claim from the service provider with the period automatically extended by any delay occasioned by the service provider not providing the invoice with the supporting verification documentation of fulfilment of obligations stipulated in the contract
SCC 10	Contract amendment
	1. The contract only allows amendments to the contract as set out in GCC18 and such amendments form part of the contract. 2. The contract parties must sign the contract amendment and append it to the principal contract. 3. Where the contract amendment varies the scope of work, the amendment varies the total contract price as follows: a. The pricing of the scope of work variation is an addition or reduction to the original total contract price. b. Each scope of work variation pricing forms part of the total contract price on an accumulative basis. c. Both parties agree on the scope of work variation pricing. Both parties sign the scope of work variation pricing schedule and append it to the contract. 4. Where the contract amendment varies the scope of work, the amendment varies the total time of the contract as follows 3.4 Both parties agree on the revised total time of the contract. Both parties sign the revised total time of contract amendment schedule and append it to the contract. 5. Each purchase order is append to the principal contract.
SCC 11	Pricing conditions
	1. The contract total price is the cumulative value of all the NRF's purchase orders or other instructions issued and paid in compliance with the contract's conditions at the completion date of the contract. 2. All prices are inclusive of Value Added Tax at rates that SARS specifies with unit rates or where if applicable lump sum rates the NRF will adjust for any variation in the in Value Added Tax rate as gazetted. 3. The NRF does not accept any variations from contract unit pricing unless the service provider makes an application as follows: a. The service provider notifies the NRF at three months prior to the proposed effective date of the proposal to increase pricing. b. The service provider provides a detailed application for the proposed price variation with detail reasons substantiated by evidence of changes in factors requiring the price variation. c. The NRF will assess the application, clarify with the service provider to understand the rationale, and negotiate on the agreed price variation. d. Both parties will append to the contract the signed price variation schedule. e. For foreign sourced goods, the price variation is on the pricing prior to the application of exchange rates. f. Both parties will agree on the mechanism to adjust for movement in the actual exchange rate between countries.
SCC 12	Price variation applications
	1. The parties agree to a table per price line item of the cost components making up that price in the format of "total item price = component D_1 + D_2 + D_n".= 100% 2. The parties agree to an independent and objective index for applying to each component of the line item price that represents reliable the price variation for that component over time. Both parties append the agreed schedule of indexes per component to the contract. 3. The service provider provides its price variation application stating the index movement and any other pertinent facts justifying the price variation with independent supporting documents. 4. The price variation shall be calculated on the following basis:

	a. 15% of the original contract price does not have any price adjustment to it for the duration of the contract period. b. 85% of the original contract price is the base upon which the price variation applies. The price is separated in to its components e.g. $D_{material} + D_{labour} + D_{overheads} = 100\%$ c. In the case of lump sum contract price, the adjustment calculation is on the total contract price. d. In the case of line items, the total adjusted contract price is the sum of each adjusted line item. e. Where a line item has a foreign component as declared in the original price offer, the price adjustment is calculated on the foreign ex-works price in foreign currency prior to applying foreign currency conversion, shipping, insurance, local clearing charges, and local delivery to the NRF's site. f. The price adjustment applying to the original price is calculated as ((0.15 of the original contract price) + (0.85 of the original contract price x ((($D_{material}$ x ($index_1$ as at end of first year/$index_0$ beginning of first year)) + (D_{labour} x ($index_1$ as at end of the first year/$index_0$ beginning of first year)) +($D_{overhead}$ x (index1 as at end of the first year/index0 beginning of first year)))). For the following year $index_1$ is replaced by $index_2$.
SCC 13	Rate of exchange variations
	1. Where the pricing offer line items or the price offer in total is subject rate of exchange variations, the service provider provides a schedule listing for each item on the price offer the portion subject to rate of exchange variations with the following full particulars: a. The service provider's financial institution. b. The currencies used in the conversion of the prices of the items to South African currency. c. The portion of the price is subject to rate of exchange variations. Where the item has no foreign component please state so (0%) and under the local component column mark it a 100% local. d. The line item price as stated in the price offer. e. Foreign currency applicable. f. The exchange rate in the format of ZAR = and the date of the exchange rate. g. The amounts in foreign currency remitted abroad. 2. The service provider submits a revised schedule with each application to revise the impact of the rate of exchange variations. 3. Both parties agree to the finalised schedule. Both parties sign the schedule and append it to the contract.
SCC14	Joint Venture or Consortium
	1. All parties in a joint venture or consortium shall be jointly and severally liable to the NRF in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
SCC 15	Compliance with laws
	1. The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods. 2. The parties shall give all notices required by such authorities. 3. The parties shall pay all charges required by such authorities.
SCC16	Deemed date of receipt of notices
	1. Any notice, request, consent, approvals or other communications made between the parties pursuant to the contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

	a. Hand delivered – on the day of delivery. b. Registered mail – five (5) working days after mailing. c. Email – after it has been sent.
SCC 17	Contract management meetings
	1. The service provider and the NRF's contract manager at the commencement of this contract will agree on the schedule of performance management meetings with at least one (1) per three (3) months. 2. The service provider and/or the NRF's contract manager arranges additional contract meeting where operational issues require such meetings outside of the agreed scheduled meetings. 3. The service provider's contract manager will generate and circulate the draft minutes recording important decisions for review by the NRF's contract manager within seven (7) working days from the date of the held meeting. 4. The service provider and the NRF's contract manager approve the minutes in writing within ten (10) working days of the previous meeting date.
SCC 18	Occupational Health and Safety when working on the NRF's sites
	1. All personnel performing work on NRF's sites as part of this contract are responsible to obtain safety induction. 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 service provider meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. 3. 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. 4. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites. 5. The service provider, once signing the contract acceptance form, signs the Act's section 37.2 agreement with the NRF. 6. The service provider is responsible for itself, its employees, and those people affected by its operations in terms of the Act and its regulations promulgated in terms thereof. 7. The service provider performs all work and uses equipment on site complying with the provisions of the Act. 8. To this end, the service provider shall make available to the NRF a valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this contract, where applicable. 9. The service provider furnishes its registration number with the office of the Compensation Commissioner. 10. The service provider 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. 11. The NRF manages the service provider in the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. 12. The service provider accepts liability for any contraventions to the Act. 13. Each member of the service provider's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed service provider's health and safety file.
SCC 19	Dispute Resolution
	1. Disputes that cannot be resolved by negotiation or mediation within 30 days shall, at the election of the NRF, be referred to arbitration under the Arbitration Act, 1965, using an independent arbitrator appointed by mutual agreement or, failing such agreement, by the Arbitration Foundation of Southern Africa (AFSA). Arbitration shall take place in Pretoria, and the decision shall be final and binding.

SCC 20	Data protection and cybersecurity
	1. The Service Provider shall ensure full compliance with the Protection of Personal Information Act, 2013 (POPIA), and the Cybercrimes Act, 2021. The Service Provider must implement reasonable technical and organisational measures to safeguard NRF data against unauthorised access, cyberattacks, and data breaches. Any breach must be reported to the NRF within 72 hours.
SCC 21	Anti-bribery and Corruption
	1. By submitting a bid, the Service provider represents and warrants that it, its employees, agents, and any person associated with it: a. Have fully complied with and will continue to comply with all applicable South African anti-corruption legislation, including but not limited to the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) and the Prevention of Organised Crime Act (No. 121 of 1998).

PART D - PRICING

PRICE INSTRUCTIONS - PRICING SCHEDULE – FIRM PRICES (PURCHASES)	
Subject to Special Conditions of Contract 11,12 and 13 (All Pricing)	
1.	Bidders shall complete the pricing schedule in full, inserting all the information required therein. Bidders are not allowed to change the format of this pricing template; any changes by the bidders may result in their bid being non-responsive.
2	Quote all unit pricing as at the economic reality of the date of submitting the proposed pricing.
3.	Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
4	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.
5	State all prices in South African Rand currency.
6	The NRF states the delivery dates and times at the delivery points listed above on the purchase order instruction issued under this contract.
7	Delivery Points are: SAAO, 1 Observatory Road, Observatory

	PRICING SCHEDULE – SBD 3.1

No	QTY	DESCRIPTION	UOM	Unit Cost	Year 1 Excl. VAT	Year 2 Excl. VAT	Year 3 Excl. vat
1	3	Guarding Service: Grade C per day shift, with CCTV site operator monitoring experience (including of all associated costs and reliever)	Per month				
2	3	Guarding Service: Grade C per night shift with CCTV site operator monitoring experience (including of all associated costs and reliever)	Per month				
3	1	Area Supervisor – 15 hours per months	Per Month				
4	1	Subscription for Armed Response Services	Per month				
5	1	Subscription of ATG Electronic Access Control & two handheld devices	Per month				
Total per year for Items 1 to 5 (Total per year – 12 months)							
VAT 15%							
Total Bid Price over 3-year period Including VAT:							

BIDDER'S SUPPORTING SCHEDULES

Schedule No:	Schedule Title	Page Reference

PART E- OFFER AND SUBMISSION DECLARATION

I/we, the undersigned, who is/are duly authorised to do so on behalf of the bidder, certify

1. I/we are aware that failure to provide evidence or to comply with any of the above particulars in this document renders my offer/response invalid.
2. That declarations made in this document are true.
3. The information furnished is true and correct.
4. The bidder qualifies for the preference/targeted procurement points claimed and supported by verification certificates in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000.
5. In the event of a contract being awarded as a result of the claimed preference points and claimed objective grounds, the bidder may be required to furnish documentary proof to the satisfaction of the NRF that the claims are correct;
6. If any of the eligibility, target procurement preference points, and/or objective grounds are claimed or obtained on a fraudulent basis or cannot fulfil any of the conditions of this contract, the NRF may, in addition to any other remedy the contracting entity may have –
    a. Disqualify the service provider 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 service provider, 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.
    e. Forward the matter for criminal prosecution.
7. I/We undertake to supply all or any of the goods, works, and services described in this invitation to the NRF in accordance with the requirements and specifications stipulated in this document at the price/s quoted.
8. I/We confirm satisfying ourselves as to the correctness and validity of my offer/bid in response to this Invitation.
9. I/We confirm satisfying ourselves as to covering all my/our obligations.
10. I/we accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.
11. My/our offer remains binding upon me/us and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of this Invitation.
12. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us in terms of this Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me/us.
13. I/we declare that during the bidding period I/we did not have access to any of the NRF's 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).
14. I/we certify that the information furnished in the declarations within the document (SBD 1 (Service provider's detail), SBD 3 (Price offer), SBD 4, SBD 6.1 (Procurement preference claim), SBD 6.2 (Local content if applicable)) is correct and I/we accept that the NRF may reject this offer/response or act against me/us should these declarations prove to be false.
15. I/we confirm that I/we am/are duly authorised to sign this offer/response.

NAME (PRINT)

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH SIGNING THIS DOCUMENT (Proof of authority must be submitted e.g. company resolution)	
Official Stamp	
WITNESS 1	
NAME	
SIGNATURE	
WITNESS 2	
NAME	
SIGNATURE	

REFERENCE LETTER TEMPLATE WHICH MAY BE SUBMITTED

Referee Legal Name:			
Trading Name:			
Reference of Invitation for			
Bid Description			
Describe of the service/work the above service provider did for you			
Criteria/Risk	**Below requirements**	**Meets requirements**	**Exceeds requirements**
Provide details	YES/NO	YES/NO	YES/NO
	YES/NO	YES/NO	YES/NO
	YES/NO	YES/NO	YES/NO
Overall Impression			
Other comments			
Approximate value of contract			
Would you use the service provider again?			
Completed by			
Signature			
Company Name			
Contact Telephone Number			
Date and the end date of the contract			

NB: The above reference letter format is optional. service provider/bidder may use their own template as long as the information therein is in line with the one specified in the "Due diligence of capacity and capability" or "Returnable documents" tables.