



**SARAO**  
South African Radio  
Astronomy Observatory

## INVITATION TO BID

### BID DESCRIPTION

SARAO Heritage Impact Assessment Phase 2 – Mitigation with the application of Section 34 and 35 heritage permits on behalf of SARAO to relevant heritage authorities. The contract is for one year.

<b>Bidder Name:</b>	
<b>Number:</b>	<b>NRF SARAO PEP6 001 2019</b>
<b>Closing Date</b>	27/09/2019
<b>Closing Time:</b>	11:00
<b>Compulsory Briefing Session:</b>	<b>No</b>
<b>Date:</b>	
<b>Venue:</b>	
<b>Address:</b>	
<b>Contact Person:</b>	
<b>Bid Submission Address</b>	Reception, 2nd Floor, 17 Baker Street, Rosebank, Johannesburg Tender box opening hours: 08h00-16h00 on weekdays Tender box opening: 35 x 300 mm
<b>Envelope Addressing</b>	On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address is required
<b>Enquiries are directed in writing to:</b>	
<b>Section</b>	Supply Chain Management      Construction Planning
<b>Contact person</b>	Nolwazi Mthembu      Nomcebo Buthelezi
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# INTRODUCTION

## INTRODUCTION TO THE NRF

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

## BACKGROUND TO SARAO

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

## THE REQUIREMENTS OF THIS BID

The Department of Environmental Affairs (DEA) commissioned the Council for Scientific and Industrial Research (CSIR) to conduct a Strategic Environmental Assessment (SEA) for SKA Phase 1 in South Africa. A strategic level assessment of the heritage resources (archaeological, palaeontological and other cultural resources including visual resources) and sensitivities within the Strategic Environmental Assessment study area was undertaken by a team of experts in the fields of archaeology, palaeontology, cultural heritage, built environment and landscape/visual studies.

SARAO appointed Digby Wells Environmental to complete a more detailed site specific Heritage Impact Assessment to fully comply with the requirements of section 38(3) of the National Heritage Resources Act, was required. The results are attached as annexures:

<b>Annexure</b>	<b>Title</b>
SARAO Annexure A	Heritage Impact Assessment (HIA)
SARAO Annexure B	Conservation Management Plan (CMP)
SARAO Annexure C	Chance Find Procedure (CPF)

The South African Heritage Resources Agency (SAHRA)’s Archaeology, Palaeontology and Meteorites (APM) Unit and Burial Grounds and Graves(BGG) Unit had no objection to the proposed development and endorsed the recommendations in the HIA and CMP. SARAO is required to comply with the requirements stipulated in the Heritage Impact Assessment, Conservation Management Plan and Statutory Comments issued by the SAHRA on Case ID:12292 in terms of Section 38(1) of the National Heritage Resources Act, 1999 (Act No.25 of 1999) (NHRA).

To enable SARAO to comply with the requirements set out in the approved Conservation Management Plan, SARAO has to complete the following work:

- a. Section 35 permit applications and archaeological mitigations
- b. Section 34 of National Heritage Resources Act permit applications
- c. Development of training material and provision of training to relevant parties that will work in the area to ensure heritage protection.

## PRE-EVALUATION ELIGIBILITY CRITERIA

Bidder profile	NRF	Bidder's Response
1. Minimum status B-BBEE level required	None	
A bidder failing to meet any of the above stipulated pre-evaluation criteria is automatically disqualified.		

# PART A–BID REQUIREMENTS

## SERVICE SPECIFICATIONS

### 1 Section 35 Permit Applications and Archaeological Mitigations

- 1.1 A qualified Archaeologist (refer to Section 8 Page 8) is required to conduct a Section 35 permit application in accordance with Chapter IV of GNR 548 and SAHRA requirements. The specialist must provide the following for 6 identified archaeological Stone Age sites (SA-005, SA-006, SA-012, SA-015, and SA-017).
  - 1.1.1 Detailed recording of the sites
  - 1.1.2 Density and distribution maps
  - 1.1.3 Surface sampling
- 1.2 A qualified Archaeologist (refer to Section 7 Page 8) is required to conduct a Phase 2 Mitigation of one of the archaeological Stone Age Sites (SA-016). This site needs to be recorded in detail including inter alia:
  - 1.2.1 Detailed recording of the site
  - 1.2.2 Density and distribution maps
  - 1.2.3 Surface collection
  - 1.2.4 Test excavation
- 1.3 The specialist is required to execute the permitted activities and on-site curation.
- 1.4 The specialist is required to make arrangements with a recognized museum or university department, which has an established archaeological archive, a curator and a Collections Management Policy that is approved by SAHRA on the format for curation, documentation, curation costs and other requirements.
- 1.5 The Archaeologist is required to compile a Phase 2 Mitigation Report for submission to SAHRA. The Archaeologist is required to ensure that the report is approved by SAHRA before the deliverable will be deemed as complete.
- 1.6 The archaeologist is required to apply and obtain destruction permits on behalf of SARAO where applicable.

### 2 Section 34 of National Heritage Resources Act Permit Applications

- 2.1 A qualified Built Heritage Architect specialist (refer to Section 10 Page 8) is required to apply on behalf of SARAO to the Ngwao- Boswa Java KapaBokone for permits for the demolition of structures in accordance with Chapter III of GNR 548
- 2.2 There are approximately 34 structures/buildings that are older than 60 years and require demolition to

ensure safety and security on the NRF –owned land.

2.3 Table 1 is the checklist that outlines the Section 34 application process and requirements. Refer to Table 1 to see which information SARAO will provide. **Bidders must cost for information and services SARAO will not provide (Table 1).**

2.4 Table 1 Section 34 Checklist

<b>SECTION 34 CHECKLIST</b>		<b>COMMENT</b>
1	Photographic documentation of the buildings and structures and immediate context	SARAO will provide photographs (front, back and side views).
2	Location Plan with GPS coordinates	SARAO will provide location plans.
3	Copies of any original drawings (if available). This is unlikely due to the rural nature of the SARAO area and that farms were historically not required to submit building plans.	SARAO will provide floor plans and cross-section drawings.
4	Historical background information (farm/building history) where available	<b>Specialist must compile</b>
5	Plans of the proposed changes (or description in the case of demolition)	<b>Specialist must compile</b>
6	Motivation for the proposed work	<b>Specialist must compile</b>
7	Comments from government department (requirement for state owned properties)	<b>Specialist must compile</b>
8	Public participation-Newspaper advertisement (classified advert), notice place on the building. Any comments received need to be included as part of application	<b>Specialist must compile</b>
9	Items above to be compiled into a brief report	<b>Specialist must compile</b>
10	Submission and approval of applications	<b>Specialist must submit the application to SAHRA. The specialist is required to follow up with SAHRA and ensure all <u>permits are obtained and applications are approved.</u></b>

2.5 TheBuilt Heritage Architect specialist is required to apply on behalf of SARAO to the Ngwao- Boswa Java KapaBokone for permits for the restoration and adaptive re-use of structures in accordance with Chapter III of GNR 548. The heritage structures that will be restored are:

2.5.1 BHS-5 Grootpaardekloof: Renovation and re-use of heritage structures

2.5.2 BHS 1- De Hoek: Retain and re-use as is.

- 2.5.3 Refer to Annexure A and B for information on BHS-5 Grootpaardekloof and BHS 1 De Hoek.
- 2.6 The Heritage Architect is required to apply on behalf of SARAO to the Ngwao- Boswa Java KapaBokone for permits for the re-use of 4 heritage structures.
- 2.7 The Built Heritage Architect specialist is required to compile a Conservation Management Plan (CMP) for the conservation, care and maintenance of the buildings that will be retained. The Architect is required to ensure that the CMP is approved by SAHRA.

### **3 Development of training course with training material**

- 3.1 Training course
  - 3.1.1 The heritage specialists (Archaeologist and Palaeontologist) must develop project specific training course material to enable appointed SARAO service providers and staff with the necessary skills to implement the requirements contained in the Conservation Management Plan and Chance Finds Procedure.
  - 3.1.2 Particular attention must be placed on the following:
    - 3.1.2.1 Definition of responsibilities; staff, contractors, SARAO, SKAO etc.
    - 3.1.2.2 Cultural heritage sensitivities of the SKA site and servitudes
    - 3.1.2.3 Provide visual guides of the heritage resources types known to occur within the cultural landscape
    - 3.1.2.4 Ensure 'conserve' protocol stipulated in the Chance Finds Procedure is explained.
- 3.2 Training material
  - 3.2.1 Training material must be developed by a qualified Archaeologist and Palaeontologist in accordance with Section 7.2 of the Conservation Management Plan as relevant to the following audience:
    - 3.2.1.1 SARAO and SKAO on-site employees
    - 3.2.1.2 SANParks management and rangers
    - 3.2.1.3 Appointed contractors
  - 3.2.2 The material must be produced in English and Afrikaans.
  - 3.2.3 The language used must be simple and comprehensible to a wide audience which may not have experience in archaeology and palaeontology.
  - 3.2.4 The developed material must be submitted to SAHRA for review, comment and approval.
  - 3.2.5 SARAO will approve the final layout and design of the material.
  - 3.2.6 The training material must comply with the following minimums:
    - 3.2.6.1 High quality PDF
    - 3.2.6.2 Microsoft Word
    - 3.2.6.3 Booklet printable format
    - 3.2.6.4 Website publishable format
  - 3.2.7 Two Hundred (200) Booklets of the approved training material must be printed.
  - 3.2.8 All images used in the training material must be of a high resolution, especially for the information relating to the Chance Finds Procedure.
  - 3.2.9 All training material must be approved by SAHRA and SARAO before any training of staff will take place.

### **4 Provision of Training**

- 4.1 Training must be provided to the following groups (2):
  - 4.1.1 Train the Trainer training;
    - 4.1.1.1 SARAO Environmental Officer and SARAO Environmental Scientists (will be training SARAO staff in the future).
  - 4.1.2 Training for SARAO employees, SKAO site employees and SANParks management and rangers.

- 4.2 Training must take place at the following SARAO venue/sites:
  - 4.2.1 SARAO Cape Town Office (approximately 150 staff members that regularly go to site)
  - 4.2.2 SARAO Rosebank Office (approximately 50 staff)
  - 4.2.3 Carnarvon (Bidder must arrange venue) (All staff on site, approximately 100 staff)

## 5 Walkthrough of Proposed Construction Camp

- 5.1 A suitably qualified Archaeologist is required to conduct a physical survey by foot of the final footprint of the proposed construction camp. The archaeologist must:
  - 5.1.1 Identify heritage resources in the affected area
  - 5.1.2 Assess the significance of the identified resources in terms of the heritage assessment criteria (Section 7 of National Heritage Resources Act)
  - 5.1.3 Provide mitigation measures to safeguard heritage resources identified in the area. This will form part of the SARAO Heritage Conservation Management Plan.
- 5.2 List of Annexures
  - 5.2.1 Annexure A: Heritage Impact Assessment Report
  - 5.2.2 Annexure B: Conservation Management Plan
  - 5.2.3 Annexure C: Chance Find Procedure

## 6 Mentoring to transfer skills to junior members of these professions

- 6.1 The bidder is required to include in their proposed team young graduates in the required professions to enable these young graduates to obtain work experience in doing these assessments.
- 6.2 The young graduates are either interns or graduates in a university master's programme.
- 6.3 The bidder must provide their proposed skills training program meeting the requirements of the B-BBEE learning programme matrix's classes i.e. classes C, D, E.
- 6.4 The bidder must provide the list of proposed young graduates forming part of this training for evaluation purposes.
- 6.5 Cognisance is taken that such training cost improves the bidder's B-BBEE Skill Development scores in categories 2.1.1.1 and 2.1.2.1

## 7 Project planning

- 7.1 Bidders must develop project schedule outlining to three levels the activities to complete the work and the scheduled completion dates. The bidder provides a draft schedule for evaluation purposes.
- 7.2 Bidders must detail potential risks to completion of the project and what mitigation steps they propose to address these. The bidder provides a draft for evaluation purposes.

Bidders must provide the requisite documents that substantiate their responses to these specifications.

## DUE DILIGENCE

- 8 Archaeologist qualifications and work experience must meet the following minimum specification:**
- 8.1 Minimum of 7 years' work experience in heritage impacts assessment projects. SARAO may consider the total years' experience of the team where this exceeds the minimum of 7 years.
  - 8.2 Have Masters' Degree in Archaeology.
  - 8.3 Registered for a minimum of 3 years with relevant professional body (ASAPA,)
- 9 Palaeontologist qualifications and work experience must meet the following minimum specification:**
- 9.1 Minimum of 7 years' work experience in heritage impacts assessment projects. SARAO may consider the total years' experience of the team where this exceeds the minimum of 7 years.
  - 9.2 Have Masters' Degree in Palaeontology.
  - 9.3 Registered for a minimum of 3 years with relevant professional body (PSSA)
- 10 Heritage Architect qualifications and work experience must meet the following minimum specification:**
- 10.1 Minimum of 7 years' work experience in heritage impacts assessment projects. SARAO may consider the total years' experience of the team where this exceeds the minimum of 7 years.
  - 10.2 Have Masters' Degree in Architecture.
  - 10.3 Registered for a minimum of 3 years with relevant professional body (CSACAP and APHP).
- 11 Relevant Past Experience**
- 11.1 The bidder must demonstrate its relevant experience for this work by providing the details of a minimum of three (3) projects similar in nature to the scope of work of this bid.
  - 11.2 The bidder provides a schedule detailing work done, how it is similar to the work in this bid, outputs delivered, all consultants and sub-consultants used, and their clients' view of their work for evaluation purposes.
- 12 References**
- 12.1 The bidder must provide at least three (3) credible, written and contactable references from clients for whom projects have been undertaken similar in nature to the SKA site. The references can be on the format in this bid or on the clients' format but must cover the risk areas listed in the format in this document.
- 13 Method Statement based on the scope of work**
- 13.1 The bidder provides their method statement specifically tailored to address the scope of work, the delivery of the specified outputs, and demonstrates the flexibility of the approach to accommodate changes that may occur during execution.
  - 13.2 The bidders provide a copy for evaluation purposes.
- 14 Ethical requirements**
- 14.1 The bidder must confirm that there are no interests with the NRF and its business units, has clean business practises, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4, SBD 8, and SBD 9 forms.

## CONTRACT PERIOD

The contractual period for this bid is 12 months. Commencement will be date of final signature on the SBD 7 Contract Signing Form.

# CONTRACT MANAGEMENT

## 1 Contract managers

- 1.1 SARAO will provide the contract manager details to the appointed third party
- 1.2 The appointed bidder provides the name and contact details of their contract manager upon signing the contract to the SARAO contract manager.
- 1.3 Where either party changes the contract manager, they must advise the other party within 5 working days.
- 1.4 The appointed bidder at all times receives instructions from the SARAO contract manager.

## 2 Contract management meetings

- 2.1 A meeting between the appointed bidder and the SARAO contract project manager shall take place within one week of signing the contract to confirm the final agreed specification, validate the methodology method being applied, and finalise the project delivery schedule
- 2.2 SARAO will issue purchase orders for each deliverable stage as a project control tool to monitor the execution of the schedule until the project is completed.
- 2.3 The appointed bidder and/or the SARAO contract manager will arrange additional contract meeting where operational issues require such meetings outside of the agreed scheduled meetings.
- 2.4 The appointed bidder will generate and circulate the draft minutes recording important decisions for review by the SARAO contract manager within seven working days from the date of the held meeting.
- 2.5 The appointed bidder and the SARAO contract manager approve the minutes in writing within ten working days of the previous meeting date.

## 3 Verification of deliverables after contract (SBD 7) is signed

- 3.1 The SARAO contract manager verifies the performance of this contract with reference to the required deliverable inclusive of the following:
  - 3.1.1 Section 35 application permits obtained and approved;
  - 3.1.2 Phase 2 mitigation of site SA016;
  - 3.1.3 Phase 2 mitigation report to SAHRA;
  - 3.1.4 Section 34 permit applications for demolition of structures obtained and approved;
  - 3.1.5 The Conservation Management Plan;
  - 3.1.6 Design of the training course;
  - 3.1.7 Approval of training materials, their layout, and their design;
  - 3.1.8 Training booklets;
  - 3.1.9 Training arrangements at the three venues.
- 3.2 Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost, and total value on the same signed document.

## 4 Selection of attendees for training

- 4.1 SARAO will select and approve the participants for training and at what venue.
- 4.2 SARAO will manage the participants transport arrangements
- 4.3 SARAO will notify the appointed bidder of the number of participants attending at each venue.
- 4.4 The appointed bidder must arrange venue and catering for training in Carnarvon

4.5 The appointed bidder must arrange catering for training in Cape Town and Rosebank.

## 5 **Communication**

5.1 The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it. Support service

## 6 **Subcontracting**

6.1 Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.

## 7 **Insurance**

7.1 The contractor carries insurance of at least R 3 million for both: public liability (including product liability) and professional indemnity. NRF assets in custody of the contractor are insured for the value of the replacement value of the asset.

## 8 **Payment**

8.1 Payment terms are as less than 30 days from date of receipt of invoice. Qualifying invoices for payment must meet the following minimum requirements:

8.1.1 Reference to purchase order number

8.1.2 Detailed Line items as specified in purchase order

8.1.3 Reference to approved Certificate of Conformance

8.2 Prerequisite is approval for payment made by the SARAO contract manager, on the basis of the SARAO contract manager verifying all verification documents. The invoice is accompanied by SARAO agreed signed proof of performance/delivery stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.

## 9 **Termination of contract due to non-performance**

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

## 10 **Occupational Health and Safety when working on NRF sites:**

10.1 All personnel performing work on SARAO sites as part of this contract are responsible to obtain safety induction.

10.2 Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the appointed bidder meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

10.3 The appointed bidder, once signing the contract (SBD 7 and the NRF's Section 37.2 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The appointed bidder performs all work and uses equipment

on site complying with the provisions of the Act.

- 10.4 To this end, the appointed bidder shall make available to NRF Corporate on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The appointed bidder furnishes its registration number with the office of the Compensation Commissioner.
- 10.5 The appointed bidder maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.
- 10.6 SARAO manages the appointed bidder in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The appointed bidder accepts liability for any contraventions to the Act. Each member of the appointed bidder's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed bidder's health and safety file.

**11 Original bid documents for contract signing**

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

**12 Managing service levels**

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

Service	Measurement methodology	Penalty trigger level	Penalty
Approval of all permits	Both parties jointly check and confirm that specifications are met	Permits delivered after the agreed delivery date	Time delay penalty - refer to General Condition of Contract Clause No: 22
Project planning	Both parties jointly check that each project stage is completed on time	Where project stage due date is missed, the appointed bidder must provide corrective action plan demonstrating the	Appointed bidder provides additional resources at its cost to meet the project completion date. Time delay penalty - refer to General Condition of Contract

		project will complete on time.	Clause No: 22
Project planning	Both parties jointly check that project completes on time	Project exceeds the agreed delivery date	5% of the value of the bid price for achieving the agreed completion date escalating by additional 1% for each week overdue plus time delay penalty - refer to General Condition of Contract Clause No: 22
Cost management	Both parties jointly check that project within pricing as set out in the bidder's bid offer	Cost exceeds total offered bid price	Cost exceeding bid price is for the account of the appointed bidder

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

GCC 1	Definitions - The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property
	<p><b>Intellectual property</b> refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p><b>Background intellectual property</b> is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p> <p><b>Contract intellectual property</b> is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.</p> <p>The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.</p>

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	<p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendums to this contract.</p> <p>Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.</p> <p>The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.</p>
SCC5B	Confidentiality
	<p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ul style="list-style-type: none"> <li>• Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent.</li> <li>• Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or</li> <li>• Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> <li>• Disclose the confidential information to any third party, or</li> <li>• Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> <li>• The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</li> </ul> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> <li>• Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF;</li> <li>• Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> <li>• Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the NRF, or</li> <li>• Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure.</li> </ul> <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ul style="list-style-type: none"> <li>• All written disclosures received from the NRF;</li> <li>• All written transcripts of confidential information disclosed verbally by the NRF; and</li> <li>• All material embodiments of the contract intellectual property.</li> </ul> <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p> <p>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
SCC5C	Copyright and Intellectual Property
	<p>The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.</p>
GCC6	Patent rights

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.

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

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

	within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 the date of commencement of the restriction</p> <p>23.6.3 the period of restriction; and</p> <p>23.6.4 the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein,
	27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
	27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	<p>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p>

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

## EVALUATION CRITERIA FOR THE BID

RESPONSIVE BID EVALUATION						
Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	SCM Verification
Certified B-BBEE certificate		Optional	Has the bidder met the minimum B-BBEE Level?	Yes/No	Section 1 Page 4	
Signed SBD 6.1		Optional	Is the bidder claiming preference point for the price competition?	Yes/No	Pages 33 to 36	
Signed SBD 4		Mandatory	Do the bidder and its directors have any interest in government?	Yes/No	Section 14 Page 8& Pages 32 to 33	
Signed SBD 8		Mandatory	Has the bidder declared any performance issues with government?	Yes/No	Section 14 Page 8& Pages 36 to 36	
Signed SBD 9		Mandatory	Did the bidder independently determine its bid?	Yes/No	Section 14 Page 8& Pages 36 to 38	
Briefing session receipt		Mandatory	Did the bidder attended the briefing session?	Yes/No	Title page	
Consolidated clarification document where issued		Mandatory	Did the bidder sign and return the consolidated clarification document?	Yes/No	Section <u>Clarification</u> Page 26	
Signed SBD 3		Mandatory	Did the bidder submit its pricing schedule in a separate envelope?	Yes/No	Pages 23 to 26	
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1?	Yes/No	Page 39	

TECHNICAL BID EVALUATION						
Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	BEC Verification
Evidence of academic qualifications and work experience		Mandatory	Does the archaeologist qualifications and work experience meet specifications?	Yes/No	Section 8 Page 8	
Evidence of academic qualifications and work experience		Mandatory	Does the palaeontologist's qualifications and work experience meet specifications?	Yes/No	Section 9 Page 8	
Evidence of academic qualifications and work experience		Mandatory	Does the Built Heritage architect's qualifications and work experience meet specifications?	Yes/No	Section 10 Page 8	
Draft project plan		Mandatory	Does the draft plan achieve the proposed delivery date?	Yes/No	Section 7.1 Page 7	
Draft risk mitigation plan		Mandatory	Does the draft risk mitigation plan address potential risks in a manner that will meet the project delivery date?	Yes/No	Section 7.2 Page 7	
Draft methodology statement		Mandatory	Does the draft methodology statement demonstrate the bidder understands the requirements, risks, and the methodology will deliver all deliverables?	Yes/No	Section 13.2 Page 8	
Schedule of past experience		Mandatory	Does the bidder's past experience demonstrate its ability to deliver this contract?	Yes/No	Section 11.2 Page 8	
Minimum of three references		Mandatory	Do the references reflect that the bidder met its clients expectations in terms of the project risks listed in the reference template?	Yes/No	Section 12.1 Page 8 & Pages 38 to 39	
Skills transfer/mentoring plan		Mandatory	Does the bidder's mentoring/training program transfer skills to the young graduates preparing them for future work experiences?	Yes/No	Section 6.3 Page 7	
List of proposed graduates for mentoring/skills transfer		Mandatory	Are the proposed graduates in the fields covered	Yes/No	Section 6.4 Page 7	

TECHNICAL BID EVALUATION						
Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	BEC Verification
			by this bid?			

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO - DISQUALIFIED
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## PART B – PRICING

### PRICING REQUIREMENTS FOR THIS BID

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

1.	<b>Applicability of quoted prices:</b> All quoted prices are applicable throughout the contract period unless price adjustments are specified.
2.	<b>Price Quotation Basis:</b> Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, and pricing is subject to changes in the exchange rate, the exchange rate must be stated in arriving at ZAR together with the ratio of the price for the imported component relative to the total price.
3.	<b>Value Added Tax:</b> Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.
4.	<b>Contract Price Management during the contract:</b> Where appropriate, written purchase orders will be issued authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
5.	<b>Travel Reimbursement Costs</b> are not included in the bid price. Travel costs are reimbursed in accordance with the NRF Travel Policy and the rates therein.
6.	<b>Ceiling Price Calculation:</b> The NRF provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.
7.	<b>Contract Price:</b> The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the expiry/completion date of the contract.
8.	<b>Calculation of tables:</b> Bidders are required to provide accurate costs including VAT in Table 1 - Table 4.
9.	<b>Delivery Points are:</b> 2nd Floor, Reception, 17 Baker Street, Rosebank, Johannesburg

### BID PRICE SCHEDULE (SBD 3)

Submit pricing in separate envelope (stand-alone)

**TABLE 1 - PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE**

Deliverable	Description of Resources	Number of Units	Daily Rate (INCL.VAT)	Total in Rands (INCL.VAT)
Section 34 demolition permit application		34	R	R
Deliverable	Description of Resources	Number of	Daily Rate	Total in Rands

		<b>Units</b>	<b>(INCL.VAT)</b>	<b>(INCL.VAT)</b>
Section 34 restoration, renovation and adaptive-re-use permit application for BHS 5 Grootpaardekloof		1	R	R
Section 34 adaptive re-use permit application BHS 1 De Hoek		1	R	R
Section 34 adaptive re-use permit application for other structures		4	R	R
Conservation management plan		1	R	R
Section 35 applications		5	R	R
Section 35 Phase 2 Mitigation		1	R	R
Training material development		1	R	R
Printing of training material (Booklets)		200	R	R
Training of CMP and CMP			R	R
Walkthrough of proposed construction camp		1	R	R
<b>TOTAL COST TABLE 1</b>				R

<b>TABLE 2 - DISBURSEMENT</b>				
<b>Deliverable</b>	<b>Description of Resources</b>	<b>Number of Units</b>	<b>Daily Rate (INCL.VAT)</b>	<b>Total in Rands (INCL.VAT)</b>
Section 34 demolition permit application		34	R	R
Section 34 restoration, renovation and adaptive-re-use permit application for BHS 5 Grootpaardekloof		1	R	R

Section 34 adaptive re-use permit application BHS 1 De Hoek		1	R	R
Section 34 adaptive re-use permit application for other structures		4	R	R
Conservation management plan		1	R	R
Section 35 applications		5	R	R
Section 35 Phase 2 Mitigation		1	R	R
Training material development		1	R	R
Printing of training material (Booklets)		200	R	R
Training of CMP and CMP			R	R
Walkthrough of proposed construction camp		1	R	R
<b>TOTAL COST TABLE 2</b>				R

<b>TABLE 3 - ALLOWANCE</b>				
<b>Deliverable</b>	<b>Description of Resources</b>	<b>Number of Units</b>	<b>Daily Rate (INCL.VAT)</b>	<b>Total in Rands (INCL.VAT)</b>
Section 34 demolition permit application		34	R	R
Section 34 restoration, renovation and adaptive-re-use permit application for BHS 5 Grootpaardekloof		1	R	R
Section 34 adaptive re-use permit application BHS 1 De Hoek		1	R	R
Section 34 adaptive re-use permit application for other structures		4	R	R

Conservation management plan		1	R	R
Section 35 applications		5	R	R
Section 35 Phase 2 Mitigation		1	R	R
Training material development		1	R	R
Printing of training material (Booklets)		200	R	R
Training of CMP and CMP			R	R
Walkthrough of proposed construction camp		1	R	R
<b>TOTAL COST TABLE 3</b>				R

<b>TABLE 3 - TOTAL COSTS SUMMARY</b>	
	<b>TOTAL COST(INCL.VAT)</b>
<b>Table 1 Professional Fees ( Persons who were involved in the project)</b>	R
<b>Table 2 Disbursements</b>	R
<b>Table 3 Allowance</b>	R
<b>TOTAL COST (INCL. VAT)</b>	R

## **PART C – BID PREPARATION AND SELECTION**

<b>THE BID PREPARATION</b>
<p><u>Clarification</u></p> <p>If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section on the title page. SARAO distributes the consolidated clarification document to all respondents that have registered themselves in the briefing session attendance register. SARAO does not provide the origin of the request to any party. All Clarifications will be consolidated into a consolidated clarifications document and sent out 72 hours (3 days) before the date of closing date of this bid. The Bidder is required to acknowledge this document by printing, signing each page and including the signed copy of Clarifications document into their Bid</p>

Submission pack.

Response preparation costs

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

Counter proposals

No counter proposals are accepted.

Two envelope system

SARAO, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical evaluation phase. All responses must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and BBBEE response and the second envelop/box shall only have the pricing response. Bidders must ensure that they do not indicate any pricing information in the first envelop/box, if they do, SARAO reserves the right to disqualify such bids.

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

- Envelope 1 part A: Bid Forms and Compliance Response
- Envelope 1 part B: Technical Response (response to scope of work)
- Envelope 2: Pricing Information

Central Supplier Database registration

The NRF as an organ of state is legally, only allowed to procure goods/services from suppliers/service providers registered on the National Treasury's Central Supplier Database. Respondents to this bid must include their Master Registration Number (Supplier Number) to allow for SARAO to conduct basic due diligence through the Central Supplier Database, this includes proof of registration and tax compliance verification.

Collusion, fraud and corruption

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

Fronting

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

Disclaimers

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

General definitions

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

"B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

or proposals;

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

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

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

“Proof of B-BBEE status level of contributor” means:

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

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

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

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

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

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

## THE BIDDER SELECTION PROCESS

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

#### Responsive to submission requirements

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

#### Meeting technical specifications

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

#### Due Diligence

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

### **Stage 2 – Pricing Evaluation**

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

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

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

**Cancellation of the bid prior to award**

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

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

## PART D - RETURNS

<b>INVITATION TO BID (SBD 1)</b>	
<b>Bid number</b>	<b>NRF SARAO PEP6 001 2019</b>
<b>Closing date and time</b>	27/09/2019
The NRF recognises the date and time as recorded on its systems for closure purposes.	
<b>SUMMARY OF BID REQUIREMENTS</b>	
SARAO Heritage Impact Assessment Phase 2 – Mitigation with the application of Section 34 and 35 heritage permits on behalf of SARAO to relevant heritage authorities. The contract is for one year.	
<b>Number of original bid documents for contract signing</b>	2
<b>Number of evaluation copies (Mark pages as “Evaluation Copy” and number all pages sequentially):</b>	2 electronic documents (technical and price separate) on two separate memory sticks
<b>Two envelope system</b>	Yes
<b>Price validity period from date of closure</b>	One hundred and twenty (120) days

<b>SUPPLIER INFORMATION</b>	
<b>Name Of Bidder</b>	
<b>Postal Address</b>	
<b>Street Address</b>	
<b>Telephone Number</b>	

## SUPPLIER INFORMATION

Code		Number	
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### Cell Phone Number

Code		Number	
------	--	--------	--

### Facsimile Number

Code		Number	
------	--	--------	--

### E-Mail Address

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### VAT Registration Number

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<b>Tax Compliance Status</b>	Tax Compliance System PIN		<b>OR</b>	Central Supplier Database No.	MAAA
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<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
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**[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]**

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

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

## BID SUBMISSION

1. Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2. All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3. This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are

## SUPPLIER INFORMATION

- |    |  |
|----|--|
|    | included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.         |
| 4. | The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract. |

## TAX COMPLIANCE REQUIREMENTS

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

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

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

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

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

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

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

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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

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

### 1 General conditions

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

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

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

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

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

1.2 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the

## SBD 6.1 - PREFERENCE POINTS CLAIMED

bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

80/20 :	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	90/10 :	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
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Where  $P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

1.5 Points awarded for B-BBEE status level of contributor

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

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

### 2 Bid declaration

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

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

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

### 3 Sub-contracting

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

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

3.2 If yes, indicate:

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

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

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

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

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input type="checkbox"/>
Black people		

## SBD 6.1 - PREFERENCE POINTS CLAIMED

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

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

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

4.2 VAT registration number: .....

4.3 Company registration number:.....

4.4 Type of company/ firm(Tick applicable box)

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

4.5 Describe principal business activities

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

4.6 Company classification (Tick applicable box)

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

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

**5 Bidder declaration**

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

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1

## SBD 6.1 - PREFERENCE POINTS CLAIMED

of this form;

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

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

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:

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

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

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

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

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

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a. Has been requested to submit a Bid in response to this Bid invitation;
- b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a. Prices;
- b. Geographical area where product or service will be rendered (market allocation);
- c. Methods, factors or formulas used to calculate prices;
- d. The intention or decision to submit or not to submit, a Bid;
- e. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f. Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

## REFERENCE LETTER FORMAT FOR BIDDER

<b><u>Referee legal name:</u></b>			
<b><u>Company:</u></b>			
<b>Bid Number:</b>	NRF SARAOPEP6 001 2019		
<b>Bid name</b>	SARAO Heritage Impact Assessment Phase 2 – Mitigation with the application of Section 34 and 35 heritage permits on behalf of SARAO to relevant heritage authorities. The contract is for one year.		
Describe the service/work the above bidder provided to you			
<b>Performance risk</b>	<b>Below requirements</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
Professionalism in dealing with service provider; was service provider helpful, always available to assist			
Obtaining and handover of certificates – Was the work done timeously and the certificates were the correct certificates			
Where training was provided, were you satisfied with the quality of the training			
Where training was provided, were you satisfied with the quality of the training material handed over			
Satisfaction with the service provider's methodology for the work rendered			
Did the service provider manage unplanned risks to your satisfaction to render the work complete at the agreed delivery dates?			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO
Completed by:			
Signature:			
Company name:			

Contact telephone number:	
Date:	

<b>ANNEXURES – ATTACHED AT END OF DOCUMENT</b>	
<b>Drawing number</b>	<b>Drawing title</b>
<b>Annexure Number</b>	<b>Annexure Title</b>
<b>BIDDER ANNEXURES</b>	
<b>Annexure Number</b>	<b>Annexure Title</b>

<b>BID SIGNATURE (SBD 1)</b>
<p>I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to NRF Corporate in accordance with the requirements and specifications stipulated in this bid document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk. My offer remains binding upon me and open for acceptance by NRF Corporate during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.</p> <p>I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).</p> <p>I confirm that I am duly authorised to sign this offer/ bid response.</p> <p>NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.</p>
Signature of bidder:
Capacity under which this bid is signed (Proof of authority must be submitted e.g. company resolution)