



**SARAO**  
South African Radio  
Astronomy Observatory

## INVITATION TO BID

### BID DESCRIPTION

#### PROVISION OF AIR CHARTER SERVICES TO SARAO FOR A PERIOD OF THREE YEARS

|  |   |  |
|--|---|--|
| <b>Bidder Name:</b>                          |   |  |
| <b>Number:</b>                               | <b>NRF SARAO SAIR 001 2019</b>  |  |
| <b>Closing Date:</b>                         | 5 May 2020  |  |
| <b>Closing Time:</b>                         | 11.00AM   |  |
| <b>Compulsory Briefing Session:</b>          | N/A   |  |
| <b>Venue:</b>                                |   |  |
| <b>Address:</b>                              |   |  |
| <b>Contact Person:</b>                       |   |  |
| <b>Bid Submission Address:</b>               | Tender Box, Reception, SARAO, Black Office Park (North Gate Entrance), 2 Fir Street, Observatory, Cape Town<br>Tender box opening hours: 08h00-16h00 on weekdays<br>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   | Systems Engineering                                    |
| <b>Contact person</b>                        | Anwuli Okecha   | Pieter Kotze   |
| <b>Email address</b>                         | <a href="mailto:anwuli@ska.ac.za">anwuli@ska.ac.za</a>  | <a href="mailto:pkotze@ska.ac.za">pkotze@ska.ac.za</a> |

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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.sarao.ac.za](http://www.sarao.ac.za). More information about the international SKA project is available from [www.skatelescope.org](http://www.skatelescope.org).

The MeerKAT System is the South African SKA precursor and is constructed adjacent to the site proposed for the international SKA. It is situated about 80km from the small town of Carnarvon in the Northern Cape Province near the SKA core site and inside the Radio Astronomy Reserve which is protected by the South African Astronomy Geographic Advantage Act (Act 21 of 2007). The Radio Astronomy Reserve covers an area of 12.5 million hectares with strict regulations controlling the generation and transmission of interfering radio signals in the reserve and the area around it.

## THE REQUIREMENTS OF THIS BID

SARAO requires a safe, reliable, flexible and cost-effective air charter service to transport its staff, and small light cargo from Cape Town and Gauteng to the Karoo Astronomy Reserve.

SARAO intends to contract a first-rate air charter company to provide services based on the requirements of this document, including Annexure 1 (**Document number: SSA0000-0000V1-01 RS Rev 3**), for a period of 3 years. Once concluded, the contract will need to meet SARAO’s operational needs for an air charter service, while ensuring the safety of its personnel, reliability and availability of services at the best price and a one-stop-solution.

### 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

The specifications relating to this tender can be found in this bid document, including **Annexure 1 - SA0000-0000V1-01 RS Rev 3**.

Bidders must comply with all mandatory requirements specified on page 16-27 of this bid document, repeated in SSA0000-0000V1-01 RS Rev 3, from REQ 1 to REQ 66, in order to qualify for financial evaluation.

## THE BIDDER SELECTION PROCESS

This bid will be evaluated in three stages, as follows:

### **Stage 1: Submission of Returnable Documents and Schedules**

Bids will be evaluated for compliance with the procedural requirements of the bid, which entails the completion and/or submission of the returnable documents and schedules specified in the Returnable Document Checklist on page 14-15 below.

**Failure to comply with the mandatory requirements in this stage will result in a bid not proceeding to be evaluated further in Stage 2.**

### **Stage 2: Evaluation of bids against specifications and quality**

Each bid submission will be evaluated against the technical/quality criteria outlined on page 16 - 27 below (REQ 1 to REQ 66). **For all Mandatory requirements, bidders must indicate and demonstrate (where possible) 'COMPLIANCE', in order to be evaluated further in Stage 3.**

SARAO may request, as part of the Stage 2 evaluation process, interviews; presentations; or pitching sessions with bidders in the interest of obtaining further information and clarification of bidders' proposals, where this is required.

**Bidders who meet the requirements of Stage 2 will be evaluated further in Stage 3.**

### **Stage 3: Price and Preference Evaluation**

Bidders' price proposals are compared on an equal and fair basis, taking into account all aspects of the bid pricing requirements. Qualifying bids are ranked on price and preference points claimed in the following manner:

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

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

The bid will be awarded after approval by the NRF's Delegated Authority, to the bidder with the highest combined score for Price and BBBEE status level, unless other objective criteria, specified in the bid documents, apply. The award will be subject to final verification of the bidder's tax status, as set out in SBD 1.

### **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.

## **CONTRACT PERIOD**

The services in this contract shall be required over a period of 3 years.

## **CONTRACT MANAGEMENT**

### **1. Contract Management**

1.1. SARAO shall manage this contract fairly and objectively in accordance to the terms and conditions set out in this document.

### **2. Contract Manager**

2.1. SARAO shall appoint a contract manager, and notify the other party in writing of the contact details of the appointed contract manager.

### **3 Communication**

3.1 Communication between the contracted parties must be in writing by way of email, or other written means.

3.2 The contracted parties must specify the contract number and purchase order number on communication documentation. The appointed contractor must not act upon any communication without the contract number or must verify such communication with the assigned SARAO contract manager prior to acting upon it.

### **4 Subcontracting**

4.1 Any sub-contracting arrangements with another party must comply with the requirements of the Preferential Procurement Policy Framework Act and its Regulations.

### **5 Payment**

5.1 Payment terms shall not be more than 30 days from date of receipt of invoice. Qualifying invoices for payment must meet the following minimum requirements:

5.1.1 Reference to purchase order number

5.1.2 Detailed line items as specified in purchase order

5.1.3 Include statement of account

5.2 The prerequisite for payment shall be approval by the SARAO contract manager, after verification of all supporting documents. The invoice must be 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.

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

6.1 In the event of any material non-performance of the contract performance levels by the appointed bidder, SARAO will terminate the contract and appoint an alternative service provider at the cost of the defaulting party. The defaulting party will be obliged to settle the damages/additional costs that SARAO has incurred as a result of the non-performance of the appointed bidder.

### **7 Original bid documents for contract signing**

7.1 The sets of original bid documents in hard copy format (paper document) shall serve as the original master set for the legal contract document between the contracting parties. The master set shall remain at SARAO and shall have precedence in the case of any discrepancy between it and other sets of documents.

## 8 Managing service levels

8.1 Upon appointment, both parties shall agree on performance levels for each deliverable service level, including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.

8.2 Where both parties agree to the variation of any performance levels, both parties must sign a revision which must be appended to this contract document.

8.3 The appointed third party and the SARAO contract manager shall measure delivered performance against the agreed upon performance levels.

8.4 Where poor performance as defined in the GCC, is identified by one party to this agreement in respect of the other, both parties shall meet to investigate the poor performance in order to determine the root cause, and correction plan.

8.5 Both parties shall monitor any corrective actions agreed upon, and where the poor performance persists, the termination clause of the General Conditions of Contract may be imposed.

## 9 Performance Management

9.1 The NRF measures performance throughout the contract life in accordance with the service levels set out in this document.

9.2 The NRF will conduct regular performance reviews with the service provider.

9.3 In the case of non-performance by the service provider of the service levels in this document, the NRF will issue the service provider notice to remedy the default, failing which clause 23 of the General Conditions of Contract will be invoked.

# 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, which supplement the General Conditions of Contract. In the event of conflict, the provisions of the Special Conditions of Contract shall prevail.

| <b>GCC 1</b> | <b>Definitions - The following terms shall be interpreted as indicated:</b>  |
|--------------|--|
| 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.  |

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| 1.9          | "Delivery ex stock" means immediate delivery directly from stock actually on hand.   |
| 1.10         | "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.   |
| 1.11         | "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.  |
| 1.12         | "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.  |
| 1.13         | "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.   |
| 1.14         | "GCC" mean the General Conditions of Contract.   |
| 1.15         | "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.   |
| 1.16         | "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. |
| 1.17         | "Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.   |
| 1.18         | "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.   |
| 1.19         | "Order" means an official written order issued for the supply of goods or works or the rendering of a service.   |
| 1.20         | "Project site", where applicable, means the place indicated in bidding documents.  |
| 1.21         | "Purchaser" means the organization purchasing the goods.   |
| 1.22         | "Republic" means the Republic of South Africa.   |
| 1.23         | "SCC" means the Special Conditions of Contract.  |
| 1.24         | "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.   |
| 1.25         | "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.  |
| <b>GCC 2</b> | <b>Application</b>   |
| 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.   |
| <b>GCC 3</b> | <b>General</b>   |
| 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>  |
| <b>GCC 4</b> | <b>Standards</b>   |
| 4.1          | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.   |
| <b>GCC 5</b> | <b>Use of contract documents and information</b>   |
| 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.  |

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| <b>GCC6</b>  | <b>Patent rights</b>   |
| 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.  |
| <b>GCC7</b>  | <b>Performance security</b>  |
| 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:<br>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<br>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.  |
| <b>GCC8</b>  | <b>Inspections, tests and analyses</b>   |
| 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.  |
| <b>GCC9</b>  | <b>Packing</b>   |
| 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.  |
| <b>GCC10</b> | <b>Delivery and Documentation</b>  |
| 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.  |
| <b>GCC11</b> | <b>Insurance</b>   |
| 11.1         | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.  |
| SCC11A       | The supplier shall make available a public liability insurance for a minimum value of R 5 000 000.00.  |
| SCC11B       | Passenger insurance up to a minimum of R1 000 000, is to be included in the service and cost.  |

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| <b>GCC12</b> | <b>Transportation</b>  |
| 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.  |
| <b>GCC13</b> | <b>Incidental services</b>   |
| 13.1         | The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:<br>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;<br>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;<br>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;<br>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<br>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.  |
| <b>GCC14</b> | <b>Spare parts</b>   |
| 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:<br>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<br>14.1.2 In the event of termination of production of the spare parts:<br>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<br>14.1.2.2 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.  |
| <b>GCC15</b> | <b>Warranty</b>  |
| 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.  |
| <b>GCC16</b> | <b>Payment</b>   |
| 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.   |
| 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 fulfillment of other obligations stipulated in the contract  |
| <b>GCC17</b> | <b>Prices</b>  |
| 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   |

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|              | 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.  |
| SCC17        | All adjustments to unit prices must be specified on the SBD3.2 and apply in accordance with the terms set in the SBD3.2. Applications for price adjustments must have the documentary evidence set for each adjustment in the SBD3.2 to support of any adjustment. Unit price adjustments will only apply once the NRF has approved in writing the application. Contract management verifies all cost adjustment applications prior to giving approval.  |
| <b>GCC18</b> | <b>Contract amendment</b>  |
| 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.   |
| <b>GCC19</b> | <b>Assignment</b>  |
| 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.  |
| <b>GCC20</b> | <b>Subcontract</b>   |
| 20.1         | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.   |
| SCC20        | Subcontracting shall not be permitted under this contract.   |
| <b>GCC21</b> | <b>Delays in supplier's performance</b>  |
| 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.  |
| <b>GCC22</b> | <b>Penalties</b>   |
| 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.  |
| SCC22        | No payment will be made to the supplier where the supplier fails, or is unable to provide air charter flights when scheduled.  |
| SCC23        | In the case of non-performance by the service provider of the service levels in this document, the NRF will issue the service provider notice to remedy the default, failing which clause 23 of the General Conditions of Contract will be invoked.  |
| <b>GCC23</b> | <b>Termination for default</b>   |
| 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:<br>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;<br>23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or<br>23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. |
| 23.2         | In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.   |
| 23.3         | Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.   |
| 23.4         | If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.   |

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| 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.   |
| <b>GCC24</b> | <b>Anti-dumping and countervailing duties and rights</b>  |
| 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 |
| <b>GCC25</b> | <b>Force Majeure</b>  |
| 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  |
| <b>GCC26</b> | <b>Termination for insolvency</b>   |
| 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.   |
| <b>GCC27</b> | <b>Settlement of disputes</b>   |
| 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         | <p>Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2 the purchaser shall pay the supplier any monies due the supplier.</p>   |
| <b>GCC28</b> | <b>Limitation of liability</b>  |
| 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> <p>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.</p>   |
| <b>GCC29</b> | <b>Governing language</b>   |

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| 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.   |
| <b>GCC30</b> | <b>Applicable law</b>  |
| 30.1         | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.  |
| <b>GCC31</b> | <b>Notices</b>   |
| 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.   |
| <b>GCC32</b> | <b>Taxes and duties</b>  |
| 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  |
| <b>GCC33</b> | <b>National Industrial Participation Programme</b>   |
| 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.  |
| <b>GCC34</b> | <b>Prohibition of restrictive practices</b>  |
| 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

| STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES  |                                |           |  |                |                       |                  |
|---|--------------------------------|-----------|--|----------------|-----------------------|------------------|
| Document description  | Reference to bidder's document | Weight    | Criteria<br>(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 for prequalification?                                  | N/A            | N/A                   |                  |
| Signed SBD 6.1  |                                | Optional  | Is the bidder claiming preference points for the price competition?                                | Yes/No         | Page 36 to 39         |                  |
| Signed SBD 4  |                                | Mandatory | Does the bidder and its directors have any interest in government?                                 | Yes/No         | Page 35 to 36         |                  |
| Signed SBD 8  |                                | Mandatory | Has the bidder declared any performance issues with government?                                    | Yes/No         | Page 39               |                  |
| Signed SBD 9  |                                | Mandatory | Did the bidder independently determine its bid?  | Yes/No         | Page 39 to 40         |                  |
| Signed SBD 3  |                                | Mandatory | Did the bidder submit its pricing schedule in a separate envelope?                                 | Yes/No         | Page 28 to 30         |                  |
| Signed SBD 1  |                                | Mandatory | Has the bidder signed the SBD 1 Invitation to Bid form?  | Yes/No         | Page 33 to 35         |                  |
| Evidence of bidder's capability and capacity to execute this bid and subsequent contract i.e. Portfolio of work covering a similar scope as this invitation (Restricted to a minimum of 3 projects) |                                | Mandatory | Is the bidder's portfolio of work indicative of its ability and capacity to execute this contract? | Yes/No         | REQ 3, Page 15        |                  |
| Evidence of who the bidder is i.e. profile  |                                | Mandatory | Has the bidder submitted its company profile or similar documentation?                             | Yes/No         | REQ 3, Page 15        |                  |
| Three (3) written references with contact details per relationship type where applicable (i.e.  |                                | Mandatory | Are the references provided by the bidder indicative of its ability to execute this contract?      | Yes/No         | REQ 3, Page 15        |                  |

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| <p>maintenance, supply and commissioning, etc.), in the reference format specified in this bid document. The form is for those customers for whom the bidder has completed work within the last twenty-four months and/or current work in progress. The customers are to complete the form on their company letterhead</p> |  |           |   |        |                                |  |
| Reference 1 From:  |  |           |   |        |                                |  |
| Reference 2 From:  |  |           |   |        |                                |  |
| Reference 3 From:  |  |           |   |        |                                |  |
| <p>The technical requirements (REQ 1 to REQ 66) listed in the table below, must be completed by bidders, along with supporting documentation, where requested</p>  |  | Mandatory | <p>Has the bidder completed REQ 1 to REQ 66 and submitted all supporting documents requested?</p> | Yes/No | REQ 1 to REQ 66; Page 15 to 26 |  |
| <p>Detail price sheets and supporting documents</p>  |  | Mandatory | <p>Has the bidder submitted detailed pricing sheets and supporting documents?</p>                 | Yes/No |                                |  |

**STAGE 2 - TECHNICAL BID EVALUATION**

| Req No.   | Document description  | Measurement  | Weight    | Compliance (Indicate - C / P / N / N/A) | Compliance Remarks - Reference to bidder's document | BEC Verification |
|---|---|--|-----------|---|---|------------------|
| <b>SERVICE PROVIDER COMPANY &amp; AIRCRAFT INFORMATION REQUIREMENTS</b> |   |  |           |   |   |                  |
| REQ 1   | <b>Service Provider Detail:</b><br>Provide company name and registration number   | Bidder must be a validly registered company  | Mandatory |   |   |                  |
| REQ 2   | <b>Service Provider Operating Licence:</b><br>Provide detail of Company Operating Licence   | Bidder must be licensed to operate as an air charter service   | Mandatory |   |   |                  |
| REQ 3   | <b>Service Provider Track Record:</b><br>Provide details of Company History and Client List   | Provide company profile and at least three written references which indicate bidder's ability to execute this contract | Mandatory |   |   |                  |
| REQ 4   | <b>Service Provider Point of Contact:</b><br>Provide details of single point of contact to handle SARAO's needs under the contract  | Bidder must provide a single point of contact for this contract  | Mandatory |   |   |                  |
| REQ 5   | <b>Fleet Identification:</b><br>How many and what aircraft are currently in operation with the Service Provider, even if not applicable to the service required by SARAO<br><b>Note:</b> <u>due to the sensitive nature of the radio telescope, no aircraft with spark ignition piston engines will be considered</u> | Provide supporting documentation listing number and type of aircraft in operation by the bidder                        | Mandatory |   |   |                  |
| REQ 6   | <b>Aircraft Age:</b><br>Provide the ages of Aircraft considered for utilisation for services required by SARAO  | Provide supporting documentation indicating the age of aircraft to be utilised by the bidder for this contract         | Mandatory |   |   |                  |
| REQ 7   | <b>Aircraft Ownership:</b><br>Provide statement regarding ownership of Aircraft   | Provide statement on ownership, or proof of owner permissions  | Mandatory |   |   |                  |

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|        | considered for utilisation for services required by SARAO. Also state owner permissions for services required by SARAO should it be applicable                                       |   |           |  |  |  |
| REQ 8  | <b>Aircraft Maintenance:</b><br>Provide details of Aircraft maintenance for Aircraft considered for utilisation for services required by SARAO. (In-house or outsourced)             | Provide approved maintenance programme as required by Part 135.09.01 of the Civil Aviation Regulations, 2011              | Mandatory |  |  |  |
| REQ 9  | <b>Aircraft Security:</b><br>Provide details of Aircraft Security at Fixed Based Operation (FBO)   | Provide evidence of aircraft security   | Mandatory |  |  |  |
| REQ 10 | <b>Crew Qualifications:</b><br>Provide details of qualifications, certifications & experience of Flight Crew considered for utilisation for services required by SARAO               | Provide certified copies of qualifications, certifications & experience of flight crew to be utilised under this contract | Mandatory |  |  |  |
| REQ 11 | <b>Crew Training:</b><br>Provide details of Flight Crew recurrent training   | Provide evidence of flight crew training history  | Mandatory |  |  |  |
| REQ 12 | <b>Service Provider Certifications/Accreditations:</b><br>Provide details on <i>International Civil Aviation Organisation</i> (ICAO) Certifications/Accreditations, where applicable | Provide evidence of ICAO Certifications / Accreditations, if available  | Optional  |  |  |  |
| REQ 13 | Provide details on <i>South African Civil Aviation Authority</i> (SACAA) Certifications/Accreditations   | Provide evidence of SACAA Certifications / Accreditations   | Mandatory |  |  |  |
| REQ 14 | Provide details on <i>South African Operating Certificate</i> Part 121 & Part 135 N149D/I/N043 Certifications/Accreditations   | Provide evidence of South African Operating Certificate Part 121 & 135 N149D/N043 Certifications / Accreditations         | Mandatory |  |  |  |
| REQ 15 | Provide details on <i>Aviation Training Organisation</i> CAA/0106 Certifications/Accreditations where applicable   | Provide evidence of Aviation Training Organisation CAA/0106 Certifications / Accreditations, if available                 | Optional  |  |  |  |
| REQ 16 | Provide details on any other   | Provide details of any other Certifications /   | Optional  |  |  |  |

|                                       | Certifications/Accreditations, where applicable   | Accreditations, if available                          |           |  |  |
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| <b>SERVICE PROVISION REQUIREMENTS</b> |   |   |           |  |  |
| <b>REQ 17</b>                         | <b>Route: Cape Town</b><br>CPTN International – Karoo Radio Observatory Airstrip - Return<br>Optional Stop at Carnarvon Airport   | Bidder must indicate compliance with this requirement | Mandatory |  |  |
| <b>REQ 18</b>                         | <b>Route: Cape Town</b><br>CPTN International – Calvinia Airstrip - Return  | Bidder must indicate compliance with this requirement | Mandatory |  |  |
| <b>REQ 19</b>                         | <b>Route: Gauteng</b><br>Lanseria Airport - Karoo Radio Observatory Airstrip – Return<br>Optional Stop at Carnarvon Airport   | Bidder must indicate compliance with this requirement | Mandatory |  |  |
| <b>REQ 20</b>                         | <b>Days for same day return:</b><br>Wednesday same day return<br>When these days are public holidays no flights shall be available unless specifically requested by SARAO | Bidder must indicate compliance with this requirement | Mandatory |  |  |
| <b>REQ 21</b>                         | <b>Days for overnight return:</b><br>Wednesday returning Thursday<br>When these days are public holidays, flight days may be changed as requested by SARAO                | Bidder must indicate compliance with this requirement | Mandatory |  |  |
| <b>REQ 22</b>                         | <b>Departure Times:</b><br>From CPTN International 07h30 nominally<br>From Lanseria Airport 06h30 nominally<br>From Karoo Radio Observatory Airfield 17h00 nominally      | Bidder must indicate compliance with this requirement | Mandatory |  |  |
| <b>REQ 23</b>                         | <b>Passengers per flight:</b><br>Aircraft size to carry up to 8 passengers per flight   | Bidder must indicate compliance with this requirement | Mandatory |  |  |

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|        | (Indicate if more is possible)  |  |           |  |  |  |
| REQ 24 | <b>Aircraft Types &amp; Crew Size:</b><br>Aircraft type with crew size best suited and cost effective for number of passengers as per REQ23   | Bidder must indicate compliance with this requirement                                | Mandatory |  |  |  |
| REQ 25 | <b>Passenger Baggage:</b><br>Passenger baggage at least 10kg per passenger as per REQ23. <b>Note:</b> Please indicate limitations with respect to type and dimensions of baggage  | Bidder must indicate compliance with this requirement, and limitations if applicable | Mandatory |  |  |  |
| REQ 26 | <b>Additional Cargo:</b><br>From time to time, it may be required to transport small equipment up to 20kg per item in addition to passengers. Please advise cargo size and weight restrictions per aircraft type for services required by SARAO | Bidder to indicate compliance with this requirement, if possible                     | Optional  |  |  |  |
| REQ 27 | <b>Aircraft Availability:</b><br>Aircraft availability and serviceability must be guaranteed as part of the one-stop-solution offered by the successful bidder  | Bidder must indicate compliance with this requirement                                | Mandatory |  |  |  |
| REQ 28 | <b>Crew Availability:</b><br>Crew availability must be guaranteed as part of the one-stop-solution offered by the successful bidder   | Bidder must indicate compliance with this requirement                                | Mandatory |  |  |  |
| REQ 29 | <b>Traffic Rights, Flight Authorisations &amp; Landing Rights:</b><br>Any rights and authorisations required for the flights shall not influence the service availability and not result in additional costs to SARAO                           | Bidder must indicate compliance with this requirement                                | Mandatory |  |  |  |
| REQ 30 | <b>Passenger Insurance:</b><br>Passenger insurance is to be included in the service and cost. <b>Note:</b> indicate cover per passenger. Minimum acceptable cover per passenger is R1 000   | Bidder must specify liability cover amount per passenger                             | Mandatory |  |  |  |

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| REQ 31  | <b>Flight request and confirmation by SARAO:</b><br>Flights booked and confirmed at least 2 days in advance by SARAO                        | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| <b>TAXES, FEES, COMMISSIONS AND PRICE FLUCTUATION REQUIREMENTS</b>      |   |   |           |  |  |  |
| REQ 32  | <b>Airport Taxes:</b><br>All taxes applicable shall be part of the agreed to cost and shall <b>not</b> result in additional costs for SARAO | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 33  | <b>Non-Objection Fees:</b><br>Non-Objection fees shall <b>not</b> result in additional costs for SARAO                                      | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 34  | <b>Fuel Surcharge Fees:</b><br>Fuel Surcharge fees shall <b>not</b> result in additional costs for SARAO                                    | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 35  | <b>Fuel Price Fluctuations:</b><br>Fuel price fluctuations must be substantiated and may only apply to the non-fixed portion of total cost  | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 36  | <b>USD/ZAR Exchange Rate Fluctuations:</b><br>Exchange rate fluctuations shall <b>not</b> result in additional costs for SARAO              | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 37  | <b>Agent Commission:</b><br>Commissions of any sort shall <b>not</b> result in additional costs for SARAO                                   | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| <b>CPTN INTERNATIONAL AND LANSERIA ARRIVAL / DEPARTURE REQUIREMENTS</b> |   |   |           |  |  |  |
| REQ 38  | <b>Parking Facilities for Passengers:</b><br>Safe parking facilities to be available for passengers   | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |

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|                              | at the bidder's departure points  |   |           |  |  |  |
| REQ 39                       | <p><b>Lounges:</b><br/>Basic lounge services to be available for passengers at Service Provider departure points</p>  | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| <b>EN ROUTE REQUIREMENTS</b> |   |   |           |  |  |  |
| REQ 40                       | <p><b>In Flight catering:</b><br/>SARAO does not have a specific requirement for In Flight catering<br/>(State minimum service provided)</p>  | Bidder to indicate options, if applicable             | Optional  |  |  |  |
| REQ 41                       | <p><b>En Route Diversions &amp; Delays due to Weather:</b><br/>It is acknowledged that air traffic delays and diversions due to poor weather are beyond the Service Provider's control. SARAO agrees to reasonable additional flight time costs, <b>only</b> for additional distance travelled but <b>not</b> any other costs</p>                       | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 42                       | <p><b>En Route Changes or Delays due to Legislative Requirements:</b><br/>Any changes due to legislative requirements which results in additional costs shall <b>not</b> be payable by SARAO for the route defined in REQ17 and REQ18 and it shall be the responsibility of the Service Provider to complete the flight to the required destination</p> | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 43                       | <p><b>En Route Changes or Delays due to SARAO Requests:</b><br/>SARAO will normally not request or not allow En Route changes, but under special circumstances when requested, SARAO shall be responsible for reasonable additional costs for such En Route changes</p>   | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |

|  |   |   |           |  |  |  |
|--|---|---|-----------|--|--|--|
| REQ 44   | <p><b>En Route Changes or Delays due to Un-Serviceability of Aircraft:</b></p> <p>Any changes due to un-serviceability of aircraft shall <b>not</b> result in any additional cost for SARAO, including aircraft repairs and/or alternative aircraft and it shall be the responsibility of the appointed Service Provider to complete the flight to the required destination</p> | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 45   | <p><b>En Route Changes or Delays due to Aircraft, Crew or Passenger Safety Issues:</b></p> <p>Any changes due to aircraft, crew or passenger safety issues shall not result in any additional cost for SARAO and it shall be the responsibility of the Service Provider to complete the flight to the required destination</p>  | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| <b>KAROO RADIO OBSERVATORY AIRFIELD ARRIVAL / DEPARTURE REQUIREMENTS</b> |   |   |           |  |  |  |
| REQ 46   | <p><b>Conditions of Karoo Radio Observatory Airfield:</b></p> <p>SARAO will maintain the runway, the service provider remains responsible for ensuring the runway is clear prior to landing or taking off</p>   | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 47   | <p><b>Aircraft Safety at Karoo Radio Observatory Airfield:</b></p> <p>SARAO shall not be responsible/liable for Aircraft safety/security and it shall <b>not</b> influence the service availability and <b>not</b> result in additional costs for SARAO</p>   | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 48   | <p><b>Ground Handling at Karoo Radio Observatory Airfield:</b></p> <p>SARAO shall not be responsible for Ground Handling issues and it shall <b>not</b> influence the service availability and shall <b>not</b> result in additional costs for SARAO</p>  | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |

|  |  |   |                             |  |  |  |
|--|--|---|-----------------------------|--|--|--|
| REQ 49                                   | <p><b>Availability of Fuel at Karoo Radio Observatory Airfield:</b></p> <p>No fuel is available at <b>Karoo Radio Observatory Airfield</b> and it shall <b>not</b> influence the service availability and shall <b>not</b> result in additional costs for SARAO</p>  | Bidder must indicate compliance with this requirement | Mandatory                   |  |  |  |
| REQ 50                                   | <p><b>Flight Crew on ground:</b></p> <p>The Flight Crew will be transported from the Karoo Radio Astronomy Airfield by SARAO and accommodated at the Losberg Site Complex which is located at Losberg, approximately 80km from Carnarvon. Facilities include modern self-help kitchen, clean bathrooms, air-conditioned lounge area and Satellite phones, Internet connection and when available comfortable sleeping rooms</p> <p>When available, SARAO shall be able to provide transportation between Losberg, Klerefontein Support Complex and Carnarvon</p> <p><b>Please note that no cellphone reception is possible at the Losberg Site Complex</b></p> | N/A   | Procedural information only |  |  |  |
| <b>KAROO RADIO ASTRONOMY OBSERVATORY</b> |  |   |                             |  |  |  |
| REQ 51                                   | <p><b>Procedures for aircraft approaching the Karoo Radio Observatory Airfield:</b></p> <p>No aircraft, under any circumstances, shall approach any Radio Telescope Receptor to within a distance of 5NM (10km) unless:</p> <ol style="list-style-type: none"> <li>1) The flight has been authorized and scheduled by SARAO</li> <li>2) SARAO Telescope Operators are aware of the aircraft's pending arrival and shall take precautionary measures pertinent to Radio Telescope Receptor 'turn away' actions as defined below</li> </ol>  | Bidder must indicate compliance with this requirement | Mandatory                   |  |  |  |

|        |   |   |           |  |  |  |
|--------|---|---|-----------|--|--|--|
|        | The aircraft has taken precautionary measures pertinent to aircraft navigation system restrictions as defined below   |   |           |  |  |  |
| REQ 52 | <p><b>Flight Profiles</b></p> <p>The prescribed flight profiles<sup>1</sup> for aircraft approaching from CPTN or Lanseria are included in Appendix A taking into consideration the prevailing wind directions (i.e. NW/SE)</p> <p>Aircraft shall also follow these flight paths on departure</p>   | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 53 | <p><b>Strong Aircraft Based Transmitters</b></p> <p>Aircraft pilots shall ensure that their aircraft's tracking devices, onboard WIFI, DME interrogators and IFF/TCAS transponders are switched off (electrical supply disconnected by re-settable breakers) at a distance of no less than 20NM (36km) from the Karoo Radio Observatory Airfield. (This equipment shall remain off while the aircraft is on the ground and only be re-activated after take-off at a distance exceeding 20nm (36km) from the Karoo Radio Observatory Airfield)</p> | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 54 | <p><b>Aircraft Weather Radar<sup>2</sup></b></p> <p>Aircraft pilots shall ensure, should conditions be favourable to allow this, to put their weather radar to 'Standby' at a distance of no less than 20NM (36km) from the Karoo Radio Observatory Airfield. This equipment shall remain off while the aircraft is on the ground</p>   | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |
| REQ 55 | <p><b>Landing Authorisation</b></p> <p>Aircraft not able to comply with REQ51 to REQ53</p>  | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |

<sup>1</sup> The term 'profile' is specifically used as opposed to 'track' because the altitude of the aircraft is not specified. The latter is left to pilot discretion and is not prescribed

<sup>2</sup> Pilots shall not be restricted in the use of their weather radar prior to and after take-off

|   |   |   |                             |  |  |  |
|---|---|---|-----------------------------|--|--|--|
|   | above shall not be authorized to land at the Karoo Radio Observatory Airfield. Under the latter circumstances, the aircraft, if airborne, shall route to Carnarvon airstrip   |   |                             |  |  |  |
| <b>REQ 56</b>   | <p><b>Actions prior to departure</b></p> <p>Prior to aircraft departure to the Karoo Radio Observatory Airfield, pilots shall contact the SARAO Telescope Operator telephonically (021 506 7310) to confirm the following:</p> <ol style="list-style-type: none"> <li>1) Intended departure time</li> <li>2) Estimated Time of Arrival (ETA)</li> </ol> <p>Based on prevailing wind speed and direction at Losberg, his/her intended landing approach (i.e. 'Landing runway 33' or 'Landing runway 15')</p> | Bidder must indicate compliance with this requirement | Mandatory                   |  |  |  |
| <b>KAROO RADIO OBSERVATORY AIRFIELD AIRCRAFT APPROACH PROCEDURE</b> |   |   |                             |  |  |  |
| <b>REQ 57</b>   | The pilot shall follow the inbound flight profiles as defined in Appendix A of Annexure 1 (Document number: SSA0000-0000V1-01 RS Rev 3), unless Safety of Flight will be affected   | Bidder must indicate compliance with this requirement | Mandatory                   |  |  |  |
| <b>REQ 58</b>   | <p>Personnel arriving at the Karoo Radio Observatory Airfield shall be prohibited from switching on electronic equipment</p> <p>This includes, but is not limited to;</p> <ul style="list-style-type: none"> <li>● Cellular telephones, WIFI, Bluetooth, 2-way radios or other wireless devices</li> <li>● Camera equipment or other electronics</li> <li>● Smart watches</li> </ul>  | Bidder must indicate compliance with this requirement | Mandatory                   |  |  |  |
| <b>REQ 59</b>   | The SARAO Telescope Operator shall turn the MeerKAT Radio Telescope Receptors away when the approaching aircraft is at a distance of not less than 15nmi (27Km) from the Karoo Radio  | N/A   | Procedural information only |  |  |  |

|   |  |   |                             |  |  |  |
|---|--|---|-----------------------------|--|--|--|
|   | Observatory Airfield   |   |                             |  |  |  |
| <b>REQ 60</b>   | <p>In the event, for whatever reason, that no contact could be made between the Site Telescope Operator and the Pilot prior to departure, the SARAO Telescope Operator shall:</p> <ol style="list-style-type: none"> <li>1) Assume that the aircraft has departed and is heading to the Karoo Radio Observatory Airfield</li> <li>2) Turn the MeerKAT Radio Telescope Receptors away no later than 30 minutes prior to the expected time of arrival (ETA). ETA shall be assumed to be 08h30hrs Local Time</li> </ol> | N/A   | Procedural information only |  |  |  |
| <b>KAROO RADIO OBSERVATORY AIRFIELD AIRCRAFT DEPART PROCEDURE</b> |  |   |                             |  |  |  |
| <b>REQ 61</b>   | Pilots shall follow the outbound flight profiles as defined in Appendix A unless Safety of flight will be affected   | Bidder must indicate compliance with this requirement | Mandatory                   |  |  |  |
| <b>REQ 62</b>   | Prior to departure from the Karoo Radio Observatory Airfield, Pilots shall inform the SARAO Telescope Operator telephonically (021 506 7310) of the intended take-off time   | Bidder must indicate compliance with this requirement | Mandatory                   |  |  |  |
| <b>REQ 63</b>   | The aircraft shall take-off only once the MeerKAT Radio Telescope Receptors 'turn away' procedure has been completed and that this has been confirmed by the SARAO Telescope Operator telephonically (021 506 7310)  | Bidder must indicate compliance with this requirement | Mandatory                   |  |  |  |
| <b>REQ 64</b>   | Prior to departure from the Karoo Radio Observatory Airfield, aircraft Pilots shall ensure that the aircraft's tracking devices, onboard WIFI, DME and IFF/TCAS systems remain disconnected during pre-flight checks   | Bidder must indicate compliance with this requirement | Mandatory                   |  |  |  |
| <b>REQ 65</b>   | The MeerKAT Radio Telescope Receptors shall remain in this position until the aircraft has opened  | N/A   | Procedural information only |  |  |  |

|               |   |   |           |  |  |  |
|---------------|---|---|-----------|--|--|--|
|               | to a distance of at least 15NM (27Km) from the Karoo Radio Observatory Airfield position  |   |           |  |  |  |
| <b>REQ 66</b> | After take-off, the pilot shall only re-activate his DME and IFF/TCAS systems when at a distance of no closer than 20NM (36Km) from the Karoo Radio Observatory Airfield position | Bidder must indicate compliance with this requirement | Mandatory |  |  |  |

|   |  |                          |
|---|--|--------------------------|
| <b>BIDDER IS ABLE TO DELIVER THE SPECIFICATION?</b> | <b>YES - PASS TO STAGE 3 - PRICING</b> | <b>NO - DISQUALIFIED</b> |
|---|--|--------------------------|

## PART B – PRICING

### PRICING REQUIREMENTS FOR THIS BID

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

|    |  |
|----|--|
| 1. | <b>Applicability of quoted prices:</b> All quoted prices are applicable throughout the contract period unless price adjustments are specified.   |
| 2. | <b>Price Quotation Basis:</b> Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, and pricing is subject to changes in the exchange rate, the exchange rate must be stated in arriving at ZAR together with the ratio of the price for the imported component relative to the total price. |
| 3. | <b>Value Added Tax:</b> Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.  |
| 4. | <b>Contract Price Management during the contract:</b> Where appropriate, written purchase orders will be issued authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.   |
| 5. | <b>Travel Reimbursement Costs</b> must not be included in the bid price. Travel costs for site visits only will be reimbursed in accordance with the NRF Travel Policy and the rates therein.  |
| 6. | <b>Total costs:</b> all costs to be incurred by the bidder must be included in the bid price.  |
| 7. | <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.  |
| 8. | <b>Calculation of tables:</b> Bidders are required to provide accurate costs including VAT in the pricing schedule below.  |

## BID PRICE SCHEDULE (SBD 3)

Submit pricing in separate envelope (stand-alone)

| No   | QTY  | DESCRIPTION   | UNIT OF MEASURE   | UNIT PRICE (incl. VAT) |
|--|--|---|---|------------------------|
| 1  | Up to 52 flights<br>(one flight per week)          | <b>Cape Town</b><br>CPT International - Karoo Radio Observatory Airstrip - Return<br>Optional stop at Carnarvon Airport | Price per flight inclusive of all taxes, levies, and duties |                        |
| 2  | Up to 8 flights<br>(per year)                      | <b>Cape Town</b><br>CPT International - Calvinia airstrip - Return  | Price per flight inclusive of all taxes, levies, and duties |                        |
| 3  | Up to 26 flights<br>(one flight every second week) | <b>Gauteng</b><br>Lanseria Airport - Karoo Radio Observatory airstrip - Return  | Price per flight inclusive of all taxes, levies, and duties |                        |
| Total cost is determined by multiplying quantity by unit price |  |   |   |                        |
| TOTAL COSTED VALUE OF ABOVE (Incl. VAT)                        |  |   | R   |                        |

**AD HOC / INCIDENTAL COSTS** - this does not form part of the pricing schedule but is required for budgetary requirements

| ITEM   | DESCRIPTION   | UNIT MEASURE | OF | UNIT PRICE | QTY | SUBTOTAL (incl. VAT) |
|--|---|--------------|----|------------|-----|----------------------|
| 1  | Ad hoc flights required in addition to the flights described in Req17 to Req22 in the specification document SSA0000-0000V1-01 RS Rev 3 |              |    |            |     |                      |
| 2  | Cape Town flight: Optional Stop at Carnarvon Airport  |              |    |            |     |                      |
| 3  | Lanseria flight: Optional Stop at Carnarvon Airport   |              |    |            |     |                      |
| <b>DELIVERY ADMINISTRATION</b>                                       |   |              |    |            |     |                      |
| Required by Business Unit:   |   |              |    |            |     |                      |
| At delivery site   |   |              |    |            |     |                      |
| Period required for delivery upon placement of delivery instruction: |   |              |    |            |     |                      |

|  |                                   |
|--|-----------------------------------|
| Delivery   | Firm / Not Firm / Will be advised |
| Delivery basis                                     | Full cost to delivery site        |
| Brand and model, if not included in the proposal   |                                   |
| Country of origin, if not included in the proposal |                                   |

**PRICE ADJUSTMENTS: NON-FIRM PRICES SUBJECT TO ESCALATION**

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
- D1, D2.= Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t.= Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

**THE FOLLOWING INDEX/INDICES MUST BE USED TO CALCULATE YOUR BID PRICE:**

| Index per factor | Index figure at time of bidding dated (R1o) | Adjustment Period and Dated | Index figure at time of periodic adjustment (R1t) |
|------------------|---|-----------------------------|---|
|                  |   |                             |   |
|                  |   |                             |   |
|                  |   |                             |   |

**A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE MENTIONED FORMULA**

| FACTORS MAKING UP THE BID PRICE (D1, etc.) | FACTOR INDEX (From above table) | PERCENTAGE OF BID PRICE |
|--|---------------------------------|-------------------------|
|  |                                 |                         |
|  |                                 |                         |
|  |                                 |                         |

The total of the various factors must add up to 100%.

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

**Part 1:**

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

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

**Part 2:**

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

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

# PART C – BID PREPARATION AND SELECTION

## THE BID PREPARATION

### Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they 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 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.

# PART D - RETURNS

| <b>INVITATION TO BID (SBD 1)</b>  |   |
|---|---|
| <b>Bid number</b>   | NRF SARAO SAIR 001 2019   |
| <b>Closing date and time</b>  | 5 May 2020 at 11.00AM   |
| The NRF recognises the date and time as recorded on its systems for closure purposes.                   |   |
| <b>SUMMARY OF BID REQUIREMENTS</b>  |   |
| PROVISION OF AIR CHARTER SERVICES FOR SARAO FOR A PERIOD OF THREE YEARS                                 |   |
| <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>     |  |        |  |
| Code                        |  | Number |  |
| <b>Cell Phone Number</b>    |  |        |  |
| Code                        |  | Number |  |
| <b>Facsimile Number</b>     |  |        |  |
| Code                        |  | Number |  |
| <b>E-Mail Address</b>       |  |        |  |
|                             |  |        |  |

|  |   |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
|--|---|---|--|-------------------------------|------|---|--|---|--|--|--|---|--|---|--|
| <b>VAT Registration Number</b>   |   |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
|  |   |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| <b>Tax Compliance Status</b>   | Tax Compliance System PIN   |   | <b>OR</b>  | Central Supplier Database No. | MAAA |   |  |   |  |  |  |   |  |   |  |
| <b>B-BBEE Status Level Verification Certificate</b>  | Tick Applicable Box.<br><input type="checkbox"/> Yes <input type="checkbox"/> No  | <b>B-BBEE Status Level Sworn Affidavit</b>                                    | Tick Applicable Box.<br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |                               |      |   |  |   |  |  |  |   |  |   |  |
| <b>[A B-BBEE status level verification certificate/sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]</b>   |   |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| <b>Are you the accredited representative in South Africa for the goods/services/works offered?</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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<br>[If yes, answer the questionnaire below] |                               |      |   |  |   |  |  |  |   |  |   |  |
| <table border="1"> <tr> <td>Is the entity a resident of the Republic of South Africa (RSA)?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have a branch in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have a permanent establishment in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have any source of income in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Is the entity liable in the RSA for any form of taxation?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> <p>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).</p> |   |   |  |                               |      | 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 |
| 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  |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| <b>BID SUBMISSION</b>  |   |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| 1.   | Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.  |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| 2.   | All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.  |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| 3.   | This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder. |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| 4.   | The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.  |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| <b>TAX COMPLIANCE REQUIREMENTS</b>   |   |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| 1.   | Bidder must ensure compliance with their tax obligations.   |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| 2.   | Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided  |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |
| 3.   | Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the   |   |  |                               |      |   |  |   |  |  |  |   |  |   |  |

|    |   |
|----|---|
|    | organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za.                                      |
| 4. | Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za.   |
| 5. | In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.  |
| 6. | No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state. |

## **SBD 4 - DECLARATION OF INTEREST 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:

|   |               |
|---|---------------|
|   | <b>POINTS</b> |
| PRICE   | <b>80</b>     |
| B-BBEE STATUS LEVEL OF CONTRIBUTION               | <b>20</b>     |
| TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED | <b>100</b>    |

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

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

|         |   |    |         |   |
|---------|---|----|---------|---|
| 80/20 : | $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | OR | 90/10 : | $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ |
|---------|---|----|---------|---|

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

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

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

**2 Bid declaration**

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

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

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

**3 Sub-contracting**

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 3.2 If yes, indicate:
  - 1. What percentage of the contract will be subcontracted.....%
  - 2. The name of the sub-contractor.....
  - 3. The B-BBEE status level of the sub-contractor.....

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

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

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

4.2 VAT registration number: .....

4.3 Company registration number:.....

4.4 Type of company/ firm(Tick applicable box)

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

4.5 Describe principal business activities

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

4.6 Company classification (Tick applicable box)

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

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

**5 Bidder declaration**

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

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

## 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<br><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<br><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<br><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<br><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;

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 SARAO SAIR 001 2019  |                           |  |
| <b>Bid name</b>  | PROVISION OF AIR CHARTER SERVICES TO SARAO FOR A PERIOD OF THREE YEARS |                           |  |
|  |  |                           |  |
|  |  |                           |  |
| 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  |  |                           |  |
| Customer centricity  |  |                           |  |
| Turnaround times   |  |                           |  |
| Satisfaction with bidder                                   |  |                           |  |
| Satisfaction with quality of service                       |  |                           |  |
| Project Planning Management                                |  |                           |  |
| Reliability  |  |                           |  |
| Delivery scheduling  |  |                           |  |
| 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:                     |  |

## ANNEXURES – ATTACHED AT END OF DOCUMENT

| Drawing number | Drawing title |
|----------------|---------------|
| N/A            | N/A           |
|                |               |

| Annexure Number | Annexure Title  |
|-----------------|---|
| Annexure 1      | <b>SSA0000-0000V1-01 RS Rev 3: Requirements Specification – Air Charter Scope of Services</b> |
|                 |   |

### BIDDER ANNEXURES

| Annexure Number | Annexure Title |
|-----------------|----------------|
|                 |                |
|                 |                |

## BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to 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.

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

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

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

Signature of bidder:

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