



**National  
Research  
Foundation**

## Invitation to Bid

The NRF invites you to bid for the requirements listed in this document

**BID Number: - NRF/SAAO/2018/021-1**

**Bid Closing date and Time: - 27 March 2020 @ 11:00**

**No site visit**

### **BID DESCRIPTION**

Construction of a new building at the Sutherland observatory of the South African Astronomical Observatory to house a new infrared telescope called PRIME. The building will be a steel structure with insulated wall panels, similar to what is employed in cold rooms or similar insulated buildings. A hollow reinforced concrete pier 5 m high will support the telescope with independent foundations to the main building, which is basically a cylindrical structure approximately 10-m high, together with a rectangular ground floor instrument room.

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## INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation (“NRF”) as the juristic person that makes this bid invitation and will contract with the awarded bidder. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.

Please visit the NRF website for more information.

<https://www.nrf.ac.za/>

## INTRODUCTION TO THE BUSINESS UNIT

The South African Astronomical Observatory (SAAO) is a facility of the National Research Foundation and is the national centre for optical and infrared astronomy in South Africa. Its prime function is to conduct fundamental research in astronomy and astrophysics by providing an excellent facility and by promoting astronomy and astrophysics in Southern Africa. SAAO headquarters are in the suburb of Observatory in Cape Town. The main telescopes used for research are located at the SAAO observing station (32°22.795’S 20°48,657’E) near Sutherland in the Northern Cape, a 4-hour drive from Cape Town.

<http://www.sao.ac.za>

## CONTEXT OF THIS PROCUREMENT NEED

As part of its goal to provide a world-class facility, the South African Astronomical Observatory (SAAO) and its partner Osaka University (OU), wishes to find suppliers to provide a building for a new 1.8 metre infrared telescope, PRIME, at its site in Sutherland, Northern Cape, South Africa.

This international project involves the following partners whose responsibilities are also listed

1. South African Astronomical Observatory (SAAO): providing the site, building and services
2. Osaka University (OU): telescope (from Nishimua Co. Ltd., Japan), dome (from Ash Manufacturing Co, Inc., USA), plant items (UPS, chillers, hoist, crane, servers, computers)
3. NASA Goddard Space Flight Centre and University of Maryland: prime focus camera and detector
4. University of Tokyo Astro-Biology Centre: fibre-fed high resolution spectrograph

The supply of a building is requested for the PRIME telescope satisfying the requirements set out in this document based on a proposed design described in the Appendices to this document. Potential suppliers will be responsible for the design, fabrication, installation, testing and commissioning of the building.

The successful bidder will have to supply drawings and specifications for the building plus the interface with the dome and telescope, which will be supplied by third parties (design details and requirements will be provided). A comprehensive set of manuals must be provided in English and SAAO staff will need to be trained by the supplier on all operational and maintenance issues related to the building and dome during the commissioning period.

Suppliers of the building and dome shall demonstrate their capabilities in delivering these items to

the satisfaction of the client through a number of means, which may include provision of documents that:

- Demonstrate that the designs meet the requirements
- Providing acceptable technical analyses needed to demonstrate adherence to the specifications
- Provide information on previous examples of successfully completed contracts of similar scope including experience in constructing cold stores or similar insulated buildings
- Provide contact details of previous clients
- Show proven experience in the design and construction of these items
- Demonstrate adherence to South African regulations regarding Supply Chain Management and procurement

The building construction is aimed to be completed by September 2020 (TBC) in order that the telescope and dome can be installed.

# INVITATION TO BID (SBD 1)

<b>Bid Number</b>	<b>NRF/SAAO/2018/021</b>
<b>Closing date and time</b>	<b>27/03/2020 at 11:00</b>
The NRF recognises the date and time as recorded on its systems for closure purposes	
<b>HIGH LEVEL SUMMARY OF BID REQUIREMENTS</b>	
<p>The supply of a building is requested for the PRIME telescope satisfying the requirements set out in this document based on a proposed design described in the Appendices to this document. Potential suppliers will be responsible for the fabrication, installation, testing and commissioning of the building.</p>	
<b>Bid response documents are deposited in the tender box situated physically at:</b>	
<p><b><u>Physical Address:</u></b>  Reception  SAAO Site  Observatory Road  Observatory  Cape Town  <b>GPS coordinates:</b> 33°56'3.95"S  18°28'38.50"E  <b>Dimensions of tender box opening:</b>  32X350mm  Opening hours for the bid box is 8.30am to  4.30pm Monday to Friday</p>	<p><b><u>Addressed as Follows:</u></b>  Bids must be submitted in individual envelopes clearly marked "NRF/SAAO/2018/021". On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address your company name.</p>
<b>Number of ORIGINAL bid documents for contract signing</b>	<b>2</b>
<p>Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to the NRF. This serves as the original master set for the legal contract document between the bidder and the NRF. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.</p>	
<b>Number of EVALUATION copies</b> (Mark pages as "Evaluation Copy" and number all pages sequentially):	<b>1</b>
<b>TWO ENVELOPE SYSTEM</b>	<b>YES</b>
<b>PRICE VALIDITY PERIOD FROM DATE OF CLOSURE</b>	<b>150 days</b>
<b>BRIEFING SESSION OR SITE VISIT DETAILS</b>	
<b>Attendance:</b>	<b>No Site visit is planned</b>

<b>Bidding procedure enquiries are directed in writing to:</b>		<b>Technical information queries are directed in writing to:</b>	
Section	Supply Chain	Section	Astronomy Operations
Contact person	Grant Southey	Contact person	Dr David Buckley
E-mail address	scm@sao.ac.za	E-mail address	dibnob@sao.ac.za

<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		Central Supplier Database No. MAAA
<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
<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>			

## SUPPLIER INFORMATION

<b>Are you the accredited representative in South Africa for the goods /services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b>Are you a foreign-based supplier for the goods/services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
Is the entity a resident of the Republic of South Africa (RSA)?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the entity have a branch in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the entity have any source of income in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the entity liable in the RSA for any form of taxation?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.			

## SUPPLIER INFORMATION

### BID SUBMISSION

- |     |   |
|-----|---|
| 1.1 | Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.  |
| 1.2 | All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped   |
| 1.3 | This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements. |
| 1.4 | The successful bidder will be required to fill in and sign a written contract form (SBD7).  |

### TAX COMPLIANCE REQUIREMENTS

- |     |   |
|-----|---|
| 2.1 | Bidder must ensure compliance with their tax obligations.   |
| 2.2 | Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status. |
| 2.3 | Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a>                            |
| 2.4 | Bidders may also submit a printed TCS certificate together with the bid.  |
| 2.5 | In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/ PIN/CSD number.   |
| 2.6 | Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.   |
| 2.7 | No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.                       |

### SBD 1 SIGNATURE

**SIGNATURE OF BIDDER:**

**CAPACITY UNDER WHICH THIS BID IS SIGNED** (Proof of authority must be submitted e.g. company resolution)

**DATE:**



## 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

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

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

### 1. GENERAL CONDITIONS

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

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

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

The maximum points for this bid are allocated as follows:	<b>POINTS</b>
<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

1.2. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 1.4. POINTS AWARDED FOR PRICE

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

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

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

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

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

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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

**3. BID DECLARATION**

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

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

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

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

**4. SUB-CONTRACTING**

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

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

(Tick applicable box)

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

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

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

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

Name of company/firm: .....

VAT registration number: .....

Company registration number:.....

**TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture /Consortium
- One person business/sole proprietor
- Close corporation
- Company

## SBD 6.1 - PREFERENCE POINTS CLAIMED

(Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

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

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

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

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

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

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:
I have read and I understand the contents of this Certificate;
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: <ul style="list-style-type: none"> <li>a. Has been requested to submit a Bid in response to this Bid invitation;</li> <li>b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and</li> <li>c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder</li> </ul>
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:

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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

## **SBD 6.2 – LOCAL CONTENT**

### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.



**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6.A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content(x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** **DATE:** \_\_\_\_\_

**WITNESS No. 2** **DATE:** \_\_\_\_\_

## RETURNABLE DOCUMENTS CHECKLIST

Legislative/Technical Documents	Compliance		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
<b>Bidder Eligibility</b>			
Procurement Invitation (SBD 1), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 5
Declaration of Interest with Government (SBD 4), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 9
Preference Points Claimed (SBD 6.1), signed and completed with an original BBBEE certificate or a certified copy of an original BBBEE certificate.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 11
Declaration of Past SCM Practices (SBD 8), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 14
Certificate of Independent Bid Determination (SBD 9), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 14
Certificate of Local Content (SBD 6.2), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 16
Tax compliance status of foreign suppliers with tax obligations in South Africa.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 7
CSD Report reflecting legal details, registration numbers, details of director's shareholding, and tax status	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 6
CIDB Registration Documents	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 27
<b><u>Specification Eligibility</u></b>			
Three (3) written references, per supply relationship, with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months) that meets the minimum threshold of "Meets requirements."	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 24
Reference 1: From:			
Reference 2: From:			
Reference 3: From:			
<b>Pricing Documents</b>		<b>Compliance</b>	
Pricing (SBD 3) in this document completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 34

## PRE-QUALIFICATION ELIGIBILITY CRITERIA

### LOCAL CONTENT AS SPECIAL CONDITION OF CONTRACT

Legislative local content	<p><b>Steel Value-added Products – 100%</b> Including:</p> <ul style="list-style-type: none"> <li>• Fabricated Structural Steel</li> <li>• Reinforcing bars</li> <li>• Frames</li> <li>• Roof and Cladding</li> </ul>
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### ECONOMIC EMPOWERMENT AS SPECIAL CONDITION OF CONTRACT

Pre-Qualifying Criteria	A minimum B-BBEE status level	Level 4
Pre-Qualifying Criteria	An exempted micro enterprise (EME) or qualifying small enterprise (QSE)	Eme/Qse Included In The Level Set Above
Pre-Qualifying Criteria	At least 51% owned by black people	Not Applicable
Pre-Qualifying Criteria	At least 51% owned by black people	Not Applicable

**A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.**

## EVALUATION CRITERIA/PROCESS

This bid will be a 3stage evaluation process which consists of the following: -

- 1) Evaluation Stage One** – Compliance with administrative requirements as stated in the returnable checklist requirements, as well as the eligibility criteria (Go/no Go) listed below.

All prospective suppliers must be registered on the National Treasury's centralised supplier database (CSD) [www.csd.go.za](http://www.csd.go.za)

Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document. Where the NRF discovers departures within the Returnable Documents List, the NRF assess these as minor and major departures. The NRF classes as minor departures from the documents requested where the bidder presents and/or clarifies this information elsewhere in the submission. The NRF may allow clarification requests of certifications and documents stemming from legislative bodies for purposes of demonstrating legal compliance not used for the purposes of technical evaluation scoring and price ranking. The NRF may request from the bidder these documents during the period of evaluations, but must already be submitted and assessed by the time of making the final recommendation for contract award to the Bid Adjudication Committee.

At this evaluation stage, all bidders that fail to provide the required information and documentation will be disqualified from further evaluation.

- 2) Evaluation Stage Two** – Functional evaluation stage, at this stage, shortlisted bidders will be evaluated based on the project scope of works and bidders not meeting the minimum score for functionality will be disqualified from further evaluations.

The minimum threshold to be met for this bid is 70%.

- 3) Evaluation Stage Three** – At this stage of the evaluation which is PRICE AND B-BBEE, 80 points are allocated for price, and 20 points for the B-BBEE level status.

The NRF compares the offered pricing of each qualifying bidder on an equal comparison basis equitable to all bidders. The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80 or 90) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.

Calculation of points for B-BBEE status level of contributor:

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution as listed in the Standard Bid Documents.

## ELIGIBILITY CRITERIA (GO/NO-GO)

Selection Element	Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
<b>Bidder Eligibility Administration</b>			
1	CIDB registered Level 4 SL, CE or GB	<input type="checkbox"/> YES <input type="checkbox"/> NO	Page 27

## REFERENCE LETTER FORMAT

<b>Referee Legal Name:</b>			
<b>REFERENCE ON COMPANY:</b>			
<b>Bid Number:</b>	NRF/SAAO/2018/021		
<b>Bid Description:</b> Construction of PRIME Telescope Building in Sutherland			
Describe the service/work the above bidder provide to you below			
<b>Criteria</b>	<b>Below requirements</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
Professionalism			
Adhering to agreed timelines			
Quality of work performed			
Customer service met expectations			
Adherence to budget			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Completed by:</b>			
<b>Signature:</b>			
<b>Company Name:</b>			
<b>Contact Telephone Number:</b>			
<b>Date:</b>			



## DETAILED SPECIFICATIONS

### 1. Building Requirements

The main purpose and requirements of the building facility are given below. The building design apply similar principles as used in a cold store, namely utilizing insulated panel construction for the walls supported by a steel framework. The telescope (provided by a third party) will be supported on a reinforced hollow cylindrical concrete pier in the centred of the building.

1.1. protection of the telescope, instruments and subsystems from the elements, including bad weather and dust in the daytime, and when the telescope is not operating.

1.2. ability to meet the environmental requirements for both operational and non-operational conditions

1.3. provision of an upper telescope chamber on the top floor in which the telescope is housed and including the dome volume, which is thermally isolated from the lower floors by an intermediate floor.

1.4. provision of ground floor lower rooms consisting of

1.4.1. control room with a floor area of  $\geq 12 \text{ m}^2$

1.4.2. computer server room with a floor area of  $\geq 5 \text{ m}^2$

1.4.3. instrument room with a floor area of at least  $40 \text{ m}^2$  with a minimum width of 5 m and minimum length of 8 m.

1.4.4. loading and storage areas

1.4.5. access to staircase

1.4.6. access to pier

1.4.7. kitchen and rest area

1.4.8. toilet

1.5. the ground floor rooms will have a ceiling height of 2.5 m, excepting for the instrument room, which will have a ceiling height of at least 3 m.

1.6. provision of an intermediate floor between the ground floor room and the observing floor which will be naturally ventilated with wall mounted louvers. The intermediate floor will have:

1.6.1. sufficient space to install workbenches, storage cupboards, etc. (client supplied)

1.6.2. ventilation louvers to be mounted in the walls to allow natural ventilation at night

1.6.3. a ground floor access hatch in the floor of dimensions 2 x 2 m with removable cover(s)

1.7. Building access shall be as follows:

1.7.1. exterior double doors of total width 2 m into the loading area

1.7.2. interior double doors of total width 2 m from the loading area to the instrument room

1.7.3. interior single door access to the intermediate floor

1.7.4. exterior single door access to the building

1.7.5. exterior double door access to the instrument room of total width 2 m

1.8. the control room shall have a built-in operating desk with space for 3 computer workstations and flat screen LED monitor displays (client supplied).

1.9. an external annex enclosure with roof and floor for mounting a chiller plant with an access hole of 0.1 m through the building wall

1.10. keeping the air in telescope chamber and particularly the optical path of the telescope as close as possible to the ambient air temperature during observations while still avoiding wind buffeting will be achieved through natural ventilation at night and air conditioning during the day

1.10.1. natural ventilation at night will be achieved using wall-mounted louvers which will be weather proof allowing no rain ingress when closed

- 1.10.2. the daytime operated air conditioning system of the telescope chamber will allow for controlling a variable set temperature between 10 – 20° C
- 1.11. ventilation louvers to be distributed around the ring wall of the telescope chamber and the intermediate floor
  - 1.11.1. the louvers will be of sufficient size, airflow capacity and number to allow for the telescope chamber to experience 15 air changes per hour of the total volume of the chamber when the dome is open and the wind is  $\geq 15$  kph.
  - 1.11.2. The louvres shall be under computer control which needs to interface with the observatory control system
  - 1.11.3. shall allow for partial opening
  - 1.11.4. the louvers must not allow ingress of water when they are closed during conditions of rain and strong wind (up to 100 kph)
- 1.12. cooling and/or insulation of equipment within the telescope chamber to prevent heat transfer into the optical path and temperature gradients in critical parts of the system (e.g. near the telescope tube or the prime focus)
- 1.13. provision of suitable air conditioning for rooms used by humans to a nominal set temperature of  $20^{\circ}\text{C} \pm 5^{\circ}\text{C}$ :
  - 1.13.1. control room
  - 1.13.2. instrument room
  - 1.13.3. kitchen and rest area
  - 1.13.4. toilet
- 1.14. provision of a stable, level hollow cylindrical reinforced concrete pier for the telescope structure to rotate on, with the following attributes:
  - 1.14.1. isolated from the main building by small gap filled with a pliable seal
  - 1.14.2. independent foundations into the bed-rock
  - 1.14.3. pier height to be at least 5 m above ground level and up to 8 m
  - 1.14.4. the pier shall support the telescope which will weigh up to 25 tonnes
  - 1.14.5. the flatness of the pier upper surface shall be better than 1 mm (i.e. no part of the surface shall deviate from a perfectly flat disk by more than 0.5 mm)
  - 1.14.6. the average orientation of the pier upper surface (i.e. the orientation of the perfectly flat disk referred to in 1.14.5, shall be within 0.04 degrees of horizontal.
  - 1.14.7. the upper surface of the pier shall be smooth to within 0.2 mm r.m.s. peak-to-valley in any 30cm diameter area.
  - 1.14.8. natural frequency of the pier with the installed telescope should be  $>15$  Hz
  - 1.14.9. torsional azimuth stiffness of the pier  $> 45$  N.m per arcsec
  - 1.14.10. pier wall thickness determined to achieve the required stiffness
  - 1.14.11. access points to pier interior for service cables
  - 1.14.12. ground floor access door larger enough for a person to enter
- 1.15. provision of services to the other subsystems of the telescope and instruments:
  - 1.15.1. electrical power of at least 25 kW at standard 220/230 V and 50 Hz AC, including provision for:
    - 1.15.1.1. three-phase 200V 175A (35kVA)
    - 1.15.1.2. single-phase 200V 50.5A (10kVA)
    - 1.15.1.3. single-phase 100V 40A (4kVA) s
  - 1.15.2. distributed electrical power outlets
  - 1.15.3. provision of cable trays and conduits as needed from the telescope chamber to the instrument room, control room and computer servers.
  - 1.15.4. lighting for all areas which may consist of
    - 1.15.4.1.) fluorescent,
    - 1.15.4.2.) filament and
    - 1.15.4.3.) LED lights, some with dimming capability

- 1.15.5. fire detection and alarm system
- 1.15.6. electricity supply monitor
- 1.15.7. internal environmental monitoring of temperatures on all levels and in all rooms and air flow in the telescope chamber
- 1.15.8. audio and telephone systems
- 1.15.9. water supply for kitchen and toilet
- 1.15.10. septic tank and piping for waste

1.16. the building shall be designed to support a rotating dome and will have the following attributes:

- 1.16.1. a galvanised steel internal structure with suitable foundations
- 1.16.2. cylindrical shape with a diameter of 9.0 – 9.5 m and a ring wall height of 8 to 11 m above ground level, depending on the final pier height (5 – 8 m)
- 1.16.3. the ring wall shall consist of insulated flat wall panels with a metal skin
- 1.16.4. the outer skin shall have a Chromadek or similar coating
- 1.16.5. the building ground floor shall be a poured concrete floor with a suitably sealed finish
- 1.16.6. the control room and rest area shall have suitable durable carpet, veneer or vinyl floors covering
- 1.16.7. the building ring wall shall support the specified dome anchor bolts and plates
- 1.16.8. the building ring wall shall support a dome weighing up to 5 tonnes
- 1.16.9. the building foundations shall be isolated from the pier foundations
- 1.16.10. provision of a suitably sized hatch of at least 2 x 2 m to allow the primary mirror to be removed from the telescope for recoating

## 2. Environmental Conditions

2.1. For normal operations, the building shall allow full operation of the telescope under the following environmental conditions:

- 2.1.1. location at 1798 m altitude
- 2.1.2. minimum temperature of -10°C
- 2.1.3. maximum temperature of 30°C
- 2.1.4. maximum rate of environmental cooling of -2°C/h
- 2.1.5. maximum rate of environmental warming of +1°C/h
- 2.1.6. minimum relative humidity of 0%
- 2.1.7. maximum relative humidity of 97%
- 2.1.8. minimum temperature difference from dew point of 2°C
- 2.1.9. maximum wind velocity 65 km/h
- 2.1.10. exposure to typical Karoo dust

2.2. In non-operational conditions, including during daylight hours, the building and dome will be subjected to the following conditions, which they must survive undamaged:

- 2.2.1. minimum temperature of -20°C
- 2.2.2. maximum temperature of 45°C
- 2.2.3. maximum relative humidity of 100%
- 2.2.4. snow and ice conditions
- 2.2.5. maximum wind velocity of 220 km/h
- 2.2.6. maximum solar irradiance of 1200 W/m<sup>2</sup>

## 3. Contractor

The appointed contractor will be registered with the Construction Industry Development Board (CIDB) as a level 4 with a grading in either Civil Engineering (CE), General Builder (GB) or Structural Steelwork Fabrication and Erection (SL).

#### **4. Local Labour Requirements**

The requirement for this contract is that as far as possible labour, including artisans and site administrative staff, must be sourced from the Sutherland community.

#### **5. Plant and Materials**

The contractor shall supply all plant and procure all materials required for the execution of the works. The requirement for the contract is that as far as possible materials be sourced locally, in South Africa. Only in the event that it can be shown that a locally mined or manufactured material is not available will permission be granted for the use of an imported material.

The contractor shall provide proof that all materials obtained comply with the specifications where applicable. This proof can be in the form of markings on the materials and products or certificates from the supplier verifying that the materials adhere to the relevant South African National Standard (SANS) codes.

#### **6. Existing Services**

The contractor's attention is drawn to the existence of electrical and telecommunication cables, as well as, water reticulation, sewer, and storm water pipes supplying each dome. The contractor will be guided by the client as to where these services are positioned but it is the contractor's responsibility to locate and protect these services from damage.

#### **7. Site Establishment**

The employer shall provide at no cost to the contractor water for use in the construction of the works. The contractor shall make the necessary connection to the water distribution network at a point as indicated to him by the employer. The cost of making this connection, including any materials required, shall be for the account of the contractor.

The employer shall provide at no cost to the contractor electrical power for use in the construction of the works. The contractor shall make the necessary connection to the electricity distribution network at a point as indicated to him by the employer. The connection and all temporary electrical connections shall be made by a certified electrician who shall issue a compliance certificate for the installation. The cost of making this connection, including any materials required, shall be for the account of the contractor.

The contractor shall make his own arrangements for the provision of telecommunications services required. It shall be a requirement of this contract that the site is at all times kept clean and tidy.

The contractor shall on a daily basis collect all waste material and dispose of it off-site.

The contractor shall for use by his employees provide chemical toilets throughout the site. These toilets shall be provided and maintained, to the satisfaction of the project manager, by a company specializing in these services. The toilets shall be so provided that they are no more than 20 m from any area in which work is being undertaken.

The contractor shall ensure that his employees make use of these facilities. Any employee of the contractor found relieving himself in the open shall immediately be removed from the site and shall not be allowed to return for the duration of the contract. The decision of the project manager in this regard shall be final and no disciplinary hearing nor will any appeal process be entered into.

The contractor's staff and labour shall wear clothing that clearly identifies them as being in the employment of the contractor. Any person not dressed accordingly may be removed from the site and will only be permitted to return once dressed with the requisite clothing. Prior to the

deployment of any staff and labour on the site the contractor shall submit the design of the proposed clothing to the project manager for approval.

The contractor shall not be permitted to place any advertisement of any form whatsoever that makes reference to the works unless written permission has been granted by the employer.

The location of the contractor's site camp will be designated by the project manager before site establishment. The site camp may be in the form of a shed or container and will act as storage for all supplies required by the contractor.

## **8. Site Usage**

Neither the contractor nor any of his sub-contractors shall be permitted to use the site camp for overnight accommodation purposes.

## **9. Management**

### **9.1 Management of the Works**

#### **Programme/Work Schedule**

The contractor shall programme the works. The programme shall be presented to the project manager for written acceptance prior to the commencement of the works. It shall be in the form of a GANTT (bar) chart and shall show in sufficient detail all the work activities and the sequencing of the work. It shall also clearly indicate the critical path activities and the information required dates. The contractor's programme must allow additional time for the cold weather concreting procedures necessary to be undertaken in order to protect the concrete and ensure the required strength gains are achieved.

The contractor shall present to the project manager every fortnight the programme on which has been marked the progress with the works.

In the event that the contractor falls behind on the programme the project manager will call for a programme briefing session during which the execution of the works will be analysed in detail and guidance will be given in the preparation of a revised programme.

The costs of the project manager for the holding of the briefing sessions will be for the contractor's account.

Notwithstanding any assistance the project manager may provide in preparing the programme, the responsibility in preparing the programme and in executing the work in accordance with the programme remains with the contractor.

The working hours may not extend into the dark hours. The site is a protected area for illumination and no external lighting will be allowed.

### **9.2 Methods and Procedures**

The contractor shall prepare method statements for the execution of the works. The method statements shall be presented to the project manager for written acceptance prior to the commencement of the works.

### **9.3 Quality Plans and Control**

The contractor shall prepare a quality management plan. The quality management plan shall be presented to the project manager for written acceptance prior to the commencement of the works.

The results of acceptance and quality control testing shall be presented to the project manager within twenty-four (24) hours of the results becoming available.

### **9.4 Environment**

The contractor shall at all times comply with any environmental control instructions or management plans for the area of the works. Under no circumstances will indiscriminate damage to the landscapes, fauna or flora in the area of the works be permitted.

### **9.5 Accommodation of Traffic**

The contractor shall be required to erect signage and safety barricades to direct traffic away from the area of the works.

### **9.6 Other Contractors on the Site**

It is not anticipated that other contractors directly employed by the employer will interfere with the progress of the works.

### **9.7 Weather**

The weather in Sutherland can be extreme, with major changes within a short time frame. All staff and labourers on site must be prepared for the predicted environmental conditions. The Real time weather data as well as a 48 – hour forecast can be obtained from the client or the SAAO website <https://suthweather.saa.ac.za/>. The contractor will be responsible for recording all conditions relating to delays and performance.

## **10. Management Meetings**

Management meetings shall be held on site every fortnight and shall be attended by the employer, project manager, and contractor. The contractor shall be represented by the site agent and contracts manager.

Ad-hoc technical meetings shall be held on site as needed and shall be attended by at least the project manager and the site agent.

### **10.1 Daily Records**

The contractor shall keep daily records of plant and labour on site. These records shall be presented daily to the project manager for approval.

There shall be no day works carried out during this contract.

### **10.2 Bonds and Guarantees**

Any bonds, guarantees, or sureties required in terms of the contract shall be lodged with the project manager who will forward them to the employer for safekeeping.

### **10.3 Payment Certificates**

Claims for payment certificates shall be in the form of a bill of quantities on which is indicated all the payment items, the tendered rates and quantities, the total quantity of work claimed for each item, and the quantity of work claimed for in the particular month.

Claims for payment shall be submitted by the 25th of every month.

## **11. Health and Safety**

### **11.1 Health and Safety Requirements and Procedures**

The contractor shall be responsible for compliance with all the requirements of the Occupation Health and Safety Act (Act 85 Of 1993) and Construction Regulations 2014 as published in terms of the Act. Prior to the commencement with any work on site the contractor shall present to the employer or his designated representative the safety file for approval and signature.

The contractor will supply the project manager with a safety file containing all the relevant details required.

### **11.2 Protection of the Public**

The contractor shall take such steps as are necessary to ensure the safety of the employer, his staff, and the general public. In particular, the contractor shall erect temporary barricades around the

perimeter of areas where work is being carried out. The proposed designs for these barricades shall be presented to the project manager for approval prior to their erection.

The contractor shall on a daily basis inspect the barricades and carry out any repairs as are necessary to return the barricades to their original condition.

Around general work areas the barricades are to consist of a rope or similar strung between supports and with signs attached indicating that people must keep clear as construction work is in progress.

Signage shall be in English, Afrikaans and isiXhosa.

### **11.3 Astronomical Geographical Advantage Act (AGA)**

The Sutherland observatory site has been declared as area protected by the *AGA Act, Act No 21 of 2007*. The implications are that the area is protected, due to its sensitivity to dust and light pollution. All activities on site must be planned with this in mind.

More details on the act can be found at <https://www.gov.za/documents/astronomy-geographic-advantage-act>

## **12. General**

### **12.1 Materials**

All materials that are required to comply with a standard specification shall, where the material is of such a nature that it is able to carry an official standard mark, bear the official mark of the relevant standard.

All alternative materials proposed by the contractor shall be tested for acceptability by the contractor and the results of the tests made available to the project manager. All such materials then require the approval of the project manager before they are used for incorporation into the permanent or temporary works. The costs of the tests shall be borne by the contractor.

No materials requiring acceptance testing shall be placed until the results of the tests have been submitted to the project manager for approval and said approval has been given in writing by the project manager.

## **13. Plant**

### **13.1 Contractor's Office, Stores, and Services**

No accommodation or housing is available nor will be permitted on the site for the contractor's employees. The contractor shall make his own arrangements to house his employees and transport them to the site.

### **13.2 Latrine Facilities**

The contractor shall for use by his employees provide chemical toilets throughout the site. These toilets shall be provided and maintained to be clean, sanitary, odourless, and to the satisfaction of the project manager by a company specialising in these services.

The toilets shall be so provided that they are no more than 20 m from any area in which work is being undertaken.

The contractor shall ensure that his employees make use of these facilities. Any employee of the contractor found relieving himself in the open shall immediately be removed from the site and shall not be allowed to return for the duration of the contract. The decision of the project manager in this regard shall be final and no disciplinary hearing nor will any appeal process be entered into.

## **14. Construction**

### **14.1 Setting Out of the Works**

The contractor shall set out the works with reference to the existing dome structures.

The contractor shall be responsible for the setting out of the works from the information on the issued drawings. The methods of setting out employed by the contractor shall be such that they ensure positive control of the line and level of all construction work.

#### **14.2 Watching, Barricading, Lighting, and Traffic Crossing**

The contractor shall provide security watchmen for this contract as he deems fit. The contractor shall be held responsible for any damage to the site during the construction period, whether the damage was caused by his employees or not.

Diversions, road marking, and road signage shall be provided in accordance with the requirements of the latest edition of the South Africa Road Traffic Signs Manual. All arrangements in connection with the accommodation of traffic shall be submitted to the project manager for approval prior to being instituted.

#### **14.3 Protection of Overhead and Underground Services**

The contractor's attention is drawn to the existence of the electrical and telecommunication cables, as well as water reticulation, sewer and storm water pipes supplying the existing domes. The contractor shall take such steps as are necessary to protect these services. Any damage to the services shall be repaired at the expense of the contractor.

In the event that a service is damaged the contractor shall immediately inform the project manager with whom agreement shall be reached by whom the service shall be repaired and the methods to be adopted.

#### **14.4 Workmanship**

The onus rests on the contractor to produce work which conforms in quality and accuracy of detail to the requirements of the specifications and drawings and the contractor must at his own expense institute a quality control system to the satisfaction of the project manager and provide experienced engineers, foremen, surveyors, materials technicians, technicians, and other technical staff, together with all transport, instruments, and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of all supervision and process control, including testing in accordance with the specifications, carried out by the contractor shall be deemed to be included in the rates tendered for the relevant items of work.

#### **14.5 Accommodation of Traffic**

The contractor shall be required to erect signage and safety barriers to direct traffic away from the area of the works.

The contractor is required to manage dust dispersed from vehicles on site as much as possible.

### **15. Approved Laboratories**

All of the specified tests may be carried out by a recognized commercial testing laboratory of the contractor's choice. Approval of the commercial laboratory to be used must, however, first be obtained from the project manager.

The project manager reserves the right to enter and inspect the contractor's laboratory or the commercial laboratory at any time and to reject any equipment or test method found to be contradictory to the specifications.

The project manager shall execute acceptance control testing at random and in the event of the contractor's field laboratory or the commercial laboratory used by the contractor not complying with the specified requirements, the project manager may order that all further testing be executed by a commercial laboratory named by the project manager until the unacceptable situation has been rectified. All costs incurred as a result shall be for the contractor's account.



The contractor shall be aware that no testing laboratories are present within Sutherland and shall make allowances for seeking a commercial laboratory at a location most convenient to the contractor.

## **16. Site Clearance**

### **16.1 Disposal of Materials**

No areas are available on the site for the disposal of materials obtained from clearing and grubbing and from the demolition of structures. The contractor shall make his own arrangements for the provision of a suitable place for the disposal of the abovementioned materials.

No burning of material will be permitted on the site.

## **CONTRACT PERIOD**

The contract period is from the acceptance of the offer until the successful completion and commissioning of the telescope building.

## **INTERDEPENDENCIES IMPACTING THIS SPECIFICATION**

The telescope building will be built on a site which is sensitive to light and dust, as well as ecological disturbances. Cognisance of this must be taken of these issues.

## **DRAWINGS**

1. 19-0070-00\_01-01 REV T3 - PRIME Observation dome layouts(A0)Layout drawing
2. 19-0070-00\_01-02 REV T1 - PRIME Observation dome layout & sections(A0)
3. QP0177-A-001 Rev 00Floor Layouts
4. QP0177-A-002 Rev 00 Sections and Details
5. QP0177-A-003 Rev 00 Elevations
6. QP0177-A-004 Rev 00 Site Plan
7. QP0177-A-005 Rev 00 Finishing Door and Window Schedules
8. QP0177-A-006 Rev 00 Septic Tank & Soak Away
9. CEE633 - GL-L1 Sutherland Prime Building - Lighting Layout
10. CEE633 - GL-P1 Sutherland Prime Building - Power Layout
11. 403-DWG-HVAC-01-R1
12. 403-DWG-HVAC-02-R1
13. 403-SPEC-HVAC-00-R0-Combined

*Submit pricing in separate envelope*

### **PRICING CONDITIONS AND DETAIL**

1. **Pricing Schedule:** In terms of General Conditions of contract clause 17.1, the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract.
2. **Price Adjustment:** Price adjustments and their corresponding rules for the managing of price risks on the basis of the NRF and the contracted bidder sharing the risk equally.
3. **Ceiling Price Calculation:** 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.
4. **Commitment to Contracted Service Provider:** The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only.
5. **Commitment of funding to Purchase Orders issued in terms of the Contract:** The NRF, when issuing the written purchase order stipulating quantity, description, delivery date, and the unit price as set out in this contract, guarantees that the funding is available for the value of that purchase order.
6. **Price Delivery Points are:**  
SAAO Site  
Old Frazerburg Road  
Sutherland  
6920
7. **Application of Preference Points:** Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

### **PRICING SCHEDULE**

**There is no bill of quantities for the structural portion and this must be compiled by the bidder**

ITEM	DESCRIPTION	TOTAL
1	Preliminary & general	R
2	Site preparation & concrete foundation work	R
3	Concrete pier	R
4	Ring wall steel structure	R
5	Ring wall insulation panels	R
6	Ring wall ventilation louvres/dampers	R
7	Instrument room	R
8	Power and lighting installation (BoQ at end of document)	R
9	Trenches, ducting, cabling	R
10	Air conditioning for ground floor rooms	R
11	Control room, kitchen, store room permanent fixtures and flooring	R
12	Doors, railings, stairs, windows	R
13	Plumbing, toilet, septic tank	R

14	Site construction facilities/costs	R
15	Miscellaneous items	R
	<b>Total</b>	R

## EXECUTION/DELIVERY CONDITIONS

**OHS**

**Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction. Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site. The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party’s team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party’s health and safety file.

## PERFORMANCE/SERVICE LEVEL CONDITIONS

1. The NRF measures the contracted bidder’s performance against these in the execution of the contract. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder’s failure to meet any performance level is not susceptible to precise determination. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
2. If the contracted bidder fails to meet any performance level:
  - a. The contracted bidder shall investigate and report on the root causes of the performance level failure;
  - b. Promptly correct the failure and begin meeting the set performance levels;
  - c. Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and

- d. Take appropriate preventive measures to prevent the recurrence of the performance level failure.

**STATEMENT OF PERFORMANCE LEVELS FOR SERVICES/GOODS**

<b>PERFORMANCE BEING MEASURED</b>	<b>MEASUREMENT METHODOLOGY</b>	<b>PENALTY AND LEVEL APPLICABLE FROM</b>
Adherence to construction schedule and milestones: 1. completion of foundations and pier by <i>Date A</i> 2. completion of all concreting work by <i>Date B</i> 3. installation of all structural steel work by <i>Date C</i> 4. installation of all wall panels by <i>Day D</i> 5. completion of building interior by <i>Day E</i> 6. electrical and plant installation by <i>Day F</i>	Site inspections	Milestone payments delayed
Final completion of building and completed acceptance testing by <i>Date X</i>	Site inspections; analysis of acceptance test results	Reduce final contract payment to Y% of that stipulated where is on a sliding scale from 0 to 100% by Date Y (actual completion) If Date Y - Date X is > Z days, then complete forfeit of final contract payment
Adherence of the building performance to specification within warranty period	Independent building inspections, performance reports	Remedial work to address failure or non-performance at the vendors costs within the warranty period

**Dates above will be agreed upon at the project inception (*Date A-F & X*)**

**MANAGEMENT OF PERFORMANCE LEVELS**

- The NRF measures the contracted bidder's performance against these in the execution of the contract.
- The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.

3.	The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
5.	<p>If the contracted bidder fails to meet any performance level:</p> <ul style="list-style-type: none"> <li>a. The contracted bidder shall investigate and report on the root causes of the performance level failure;</li> <li>b. Promptly correct the failure and begin meeting the set performance levels;</li> <li>c. Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and</li> <li>d. Take appropriate preventive measures to prevent the recurrence of the performance level failure.</li> </ul>
6.	Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

## SPECIAL CONDITIONS OF CONTRACT

(AMENDMENTS TO SPECIFIC CLAUSES OF THE GENERAL CONDITIONS OF CONTRACT LISTED BELOW EACH CLAUSE IN THAT SECTION).

- 1. Implementation Planning and Project Management**  
 The contracted provider will arrange an initial meeting to determine final manufacturing and delivery execution with the assigned NRF project team in terms of the specified delivery management in this document. Both parties agree on the finalised timetable stating clearing commence date and completion date of each stage of the implementation. The institution will issue purchase orders with the finalised delivery management timings as a project control tool.
- 2. Performance Verification**  
 In terms of GCC Clause 16 read with the SCC Clause 16.2A, the NRF appointed contract manager verifies the performance of this contract with reference to the required delivered equipment and commissioning services and any other element specified in this contract. The SAAO project/contract manager conducts inspections with the contractor comparing work against the specifications in this document.  
 The contractor will rectify any non-compliance  
 Both parties verify this through signing the verification documentation.
- 3. Contract Due Diligence during the contract period:** The NRF has the right to conduct supply chain due diligence including site visits and inspections at any given time during the contract period.
- 4. Communication:** The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.
- 5. Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction. Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the contracted party meets with the relevant health and safety instructions as given to them by site safety personnel, where relevant. Depending on the site, personal protection equipment are worn at all times while on the site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.  
 The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.  
 To this end, the contracted party shall make available to the NRF its valid Letter of Good Standing in terms of the Compensation for Occupational Injuries and diseases Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.  
 The contracted party maintains a health and safety plan complying with the requirements of the Act at the site during the period that contracted work takes place on the site.

## SPECIAL CONDITIONS OF CONTRACT

The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

6. **Jigs, and Tools:** All jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of the NRF where the NRF pays for these. On breach of the contract, the NRF has the right to enter the contracted party's premises to remove its assets. On completion or cancellation of the contract, the contractor returns all NRF property to the NRF.

## GENERAL CONDITIONS OF CONTRACT (GCC)

### GENERAL CONDITIONS

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 therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause below that GCC clause. Special contract conditions specific to this bid contract that are not part of the General Conditions section are listed in the above sections of this document. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.**

GCC1	<b>Definitions - The following terms shall be interpreted as indicated:</b>
1.1	<b>"Closing time"</b> means the date and hour specified in the bidding documents for the receipt of bids.
1.2	<b>"Contract"</b> means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by both parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	<b>"Contractprice"</b> means the price payable under the contract for the full and proper performance of the contractual obligations.
1.4	<b>"Corruptpractice"</b> 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	<b>"Countervailing duties"</b> imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	<b>"Country of origin"</b> 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	<b>"Day"</b> means calendar day.
1.8	<b>"Delivery"</b> means delivery in compliance of the conditions of the contract or order.
1.9	<b>"Delivery ex stock"</b> means immediate delivery directly from stock actually on hand

## GENERAL CONDITIONS

1.10	“ <b>Delivery into consignees store or to his site</b> ” 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	“ <b>Dumping</b> ” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	” <b>Force majeure</b> ” 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	“ <b>Fraudulent practice</b> ” 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	“ <b>GCC</b> ” mean the General Conditions of Contract.
1.15	“ <b>Goods</b> ” means all of the equipment, machinery, and/or other related materials that the supplier is required to supply to the purchaser under this contract.
1.16	“ <b>Imported content</b> ” 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	“ <b>Local content</b> ” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“ <b>Manufacture</b> ” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	“ <b>Order</b> ” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	“ <b>Project site</b> ”, where applicable, means the place indicated in bidding documents.
1.21	“ <b>Purchaser</b> ” means the organization purchasing the goods.
1.22	“ <b>Republic</b> ” means the Republic of South Africa.
1.23	“ <b>SCC</b> ” means the Special Conditions of Contract.
1.24	“ <b>Services</b> ” 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	“ <b>Written</b> ” or “ <b>in writing</b> ” means handwritten in ink or any form of electronic or mechanical writing.
GCC2	<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.



<b>GENERAL CONDITIONS</b>	
2.2	Where applicable, special conditions of contract 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>GCC3</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>GCC4</b>	<b>Standards</b>
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>SCC4</b>	No additional standards required.
<b>GCC5</b>	<b>Use of contract documents and information</b>
5.1	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
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.
<b>SCC5</b>	<b>Copyright and Intellectual Property</b>
<b>A</b>	<p><b>Intellectual property</b> are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p><b>Background intellectual property</b> is the intellectual property pertaining to this contract, created, and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p>

## GENERAL CONDITIONS

**Contract intellectual property** is the intellectual property created by the parties to this contract for and in the execution of the contract.

All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.

The contracted supplier/party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).

Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.

The contracted supplier/party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection.

The contracted supplier/party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world.

The contracted supplier/party irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause.

SCC5  
B

### **Confidentiality**

The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:

- a. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent.
- b. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- c. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

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

## GENERAL CONDITIONS

	<p>contract,</p> <p>c. The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <p>a. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;</p> <p>b. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</p> <p>c. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or</p> <p>d. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.</p> <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <p>a. All written disclosures received from the NRF;</p> <p>b. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and</p> <p>c. All material embodiments of the contract intellectual property.</p> <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p> <p>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
<p>SCC5 C</p>	<p><b>Protection of Private Information</b></p> <p>The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid the supplier gives its voluntary explicit consent to the terms of this special condition.</p>
<p>GCC6</p>	<p><b>Patent rights</b></p>

## GENERAL CONDITIONS

6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	<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: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 a 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.
SCC7 A	Not applicable
GCC8	<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 contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
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,

## GENERAL CONDITIONS

	remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	Not Applicable
<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.
SCC9	Not applicable
<b>GCC10</b>	<b>Delivery and Documentation</b>
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
SCC10	Not applicable
<b>GCC11</b>	<b>Insurance</b>
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11A	The contractor carries insurance of R 3 million for both: <ul style="list-style-type: none"> <li>a. public liability (including product liability) plus</li> <li>b. professional indemnity</li> </ul>
SCC11B	NRF assets in custody of the contractor are insured for the value of the replacement value of the asset.
<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.
SCC12	Not applicable

## GENERAL CONDITIONS

GCC1 3	<b>Incidental services</b>
13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p>
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC1 3A	In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.
SCC1 3B	Not applicable
GCC1 4	<b>Spare parts</b>
14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p style="padding-left: 40px;">14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p style="padding-left: 40px;">14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
SCC1 4A	<p>Prices for spare parts charged by supplier not included in this contract's initial price schedule (SBD 3.1) shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for these spares.</p> <p>The NRF, upon agreement, confirms through the issue of a written purchase order that specifies quantity, delivery date, description, unit price, and delivery date as a minimum.</p>
SCC1 4B	Not applicable
GCC1 5	<b>Warranty</b>

## GENERAL CONDITIONS

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.
SCC1 5A	The warranty period in Clause 15.2 for delivery or performance that has been accepted by the NRF at the final destination indicated in the contract shall not read twelve (12) months, or eighteen (18) months after the date of shipment from the port or place of loading in the source country, rather shall read as thirty-six (36) months or, forty two (42) months respectively
SCC1 5B	Not applicable
GCC1 6	<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.
SCC1 6.1A	The NRF's method of payment is electronic funds transfer after all conditions of Clause 16 are met.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
SCC1 6.2A	Clause 16.2 the term "copy of the delivery note and upon fulfilment of other obligations stipulated in the contract" is met by a NRF 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.
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.
SCC1 6.3A	The period in 16.3 applies from the date of receipt of an invoice, meeting the requirements of Clause 16.2 read with Clause SCC16.2A
SCC1 6.1A	The following payment intervals will apply unless agreed otherwise in writing: 15% Deposit on appointing the contractor 70% on Acceptance of completed work

## GENERAL CONDITIONS

	15% Retainer for 3 months after acceptance
GCC1 7	<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 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.
SCC1 7	Exceptions to the above clause are incidental services, changes in Value Added Tax as gazetted, and spare parts.
GCC1 8	<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.
GCC1 9	<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.
GCC2 0	<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
SCC2 0	Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.
GCC2 1	<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



## GENERAL CONDITIONS

	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>GCC2 2</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.
<b>GCC2 3</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: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated
<b>SCC2 3.2A</b>	In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier
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 period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated
23.6	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

## GENERAL CONDITIONS

	<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	<p>If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<b>GCC2 4</b>	<b>Anti-dumping and countervailing duties and rights</b>
24.1	<p>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</p>
<b>GCC2 5</b>	<b>Force Majeure</b>
25.1	<p>Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p>
25.2	<p>If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event</p>
<b>GCC2 6</b>	<b>Termination for insolvency</b>
26.1	<p>The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>

## GENERAL CONDITIONS

GCC2 7	<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	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
GCC2 8	<b>Limitation of liability</b>
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC2 9	<b>Governing language</b>
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.
GCC3 0	<b>Applicable law</b>
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
SCC3 0.1A	Other legal systems are not applicable.
GCC3 1	<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.

## GENERAL CONDITIONS

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
SCC3 1	Electronic communication, to the extent it meets the requirements of legal notices and the requirements of the electronic communication laws, is permitted.
GCC3 2	<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
SCC3 2A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
GCC3 3	<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.
GCC3 4	<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.

## **BIDDER NEEDS TO KNOW**

### **ACKNOWLEDGEMENT OF READING EACH PAGE**

The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including any annexures attached to this document.

### **CENTRAL SUPPLIER DATABASE REGISTRATION**

The NRF requests bidders to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.

### **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 above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party.

### **RESPONSE PREPARATION COSTS**

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

### **COLLUSION, FRAUD AND CORRUPTION**

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

### **FRONTING**

The NRF supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

### **DISCLAIMERS**

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

## 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;

“**Market Price**” means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

“**Functionality**” means the ability of a bidder to provide goods or services in accordance with specifications including quality that deliver the set levels of performance functionality as set out in the bid documents.

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

- a. B-BBEE Status level certificate issued by an authorized body or person;
- b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- c. 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.

### Checking Tax Compliance

#### Stage 5A – Taxpayers Resident in South Africa

The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement with SARS to meet their outstanding tax obligations. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid.

#### Stage 5B – Non-Resident Foreign Bidders

Where foreign bidders are submitting a bid, they complete all sections of the SBD1 especially the tax questionnaire. The NRF submit the Foreign Bidder’s completed SBD1 to the South African Revenue Service to obtain from the South African Revenue Service the Confirmation of Tax Obligations letter. Where South Africa Revenue Services does not issue the letter, the NRF notifies the recommended bidder in writing of this and provides the recommended bidder seven (7) working days to submit written proof from SARS that they are not resident and have no outstanding tax obligations to the South Africa Revenue Services. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid..

**Award and Contract Signing**

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

**Cancellation of the Bid prior to Award**

The NRF cancels the Bid Invitation prior to making an award where

- a. Due to changed circumstances there is no need for the specified procurement in the document, or
- b. No bids meet the minimum required specification, or
- c. A material irregularity occurred in the bid process, or
- d. Where the price is too low/high with no bidder prepared to negotiate the price into the determined market price range.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**BID CONTRACT SUBMISSION CERTIFICATE**

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

Invitation to Bid (SBD 1)

Bid Contract including the following sections:

- a. Specification(s) as set out in the respective section in the bid contract;
- b. Annexures to the bid contract;
- c. Bidders responses to this Bid Invitation and bid contract;
- d. Price schedule (SBD 3);
- e. Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017, supported by a valid certified BBBEE certificate;
- f. Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard where applicable;
- g. Declaration of Interest (SBD4);
- h. Independent Price Determination (SBD 9);
- i. Declaration of Bidder’s past SCM practice (SBD 8); and
- j. Contract conditions

I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1, SBD 6.2, SBD 8, SBD 9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

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

<b>NAME (PRINT)</b>	
CAPACITY	
SIGNATURE	
<b>WITNESS 1</b>	
NAME	
SIGNATURE	
<b>WITNESS 2</b>	
NAME	
SIGNATURE	
DATE	



**Bill of Quantities for Electrical**

<b>Electrical Work Pricing NRF/SAAO/2018/021</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>RATE</b>	<b>QTY</b>	<b>TOTAL</b>
<b>1</b>	<b>PRELIMINARY &amp; GENERAL</b>	R	1	R
<b>2</b>	<b>SMALL POWER</b>			
	16A Normal Switched Socket Outlet Power Point (1 x 3Pin RSA + 1 x 3pin Euro) (220V)	R	7	R
	16A Dedicated Switched Socket Outlet Power Point (220V)	R	7	R
	10A - 15A Japan Socket Outlet Power Point (100V)	R	7	R
	20A Single Phase Isolator Power Point (100V)	R	18	R
	20A Weatherproof Single Phase Isolator Power Point (220V)	R	3	R
	100A Three Phase Isolator Power Point (200V)	R	1	R
	20A Weatherproof Three Phase Isolator Power Point (200V)	R	3	R
	75A Three Phase Isolator Power Point (200V)	R	1	R
	20A Single Phase Isolator Power Point (220V) Fans	R	2	R
	3 Compartment PVC Powerskirting	R	40	R
<b>3</b>	<b>LIGHTING</b>			
	1.5m x 2Lamp (2 x22W) Enclosed LED Fluorescent Light Point	R	16	R
	8.5W LED Downlighter Light Point	R	2	R
	8.5W LED Bulkhead Light Point	R	7	R
	1Lever 1Way Switch Point	R	1	R
	1Lever 2Way Switch Point	R	4	R
	2Lever 1 x 1Way + 1 x 2Way Switch Point	R	1	R
	P2000 Unistrut with PVC lids	R	17	R
<b>4</b>	<b>Other Elements</b>			
	Light Fittings	R	1	R
	Three Phase 400/200V Transformer	R	1	R
	Three Phase 400/200V UPS	R	1	R
	Three Phase Main Distribution Board	R	1	R

Three Phase Distribution Board Feeder Cable	R	1	R
Three Phase Distribution Board Feeder Cable Terminations	R	1	R
<b>5</b>	<b>PC AMOUNTS</b>		
Main Earthing	R 10 000,00	1	R 10 000,00
<b>5</b>	<b><u>TOTAL INCLUDING VAT</u></b>		R _____
	Item 8 of <i>Pricing Schedule Pg34</i>		_____