



SARAO

South African Radio
Astronomy Observatory

BID INVITATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS DETAILED IN THIS DOCUMENT

BID NUMBER: NRF/SARAO SKAR/17/2026-27

**APPOINTMENT OF REGISTERED NATIONAL KEY POINT SECURITY
SERVICE PROVIDER FOR SARAO/SKAO FACILITIES IN THE KAROO IN
AND NEAR CARNARVON, NORTHERN CAPE FOR A PERIOD OF FIVE (5)
YEARS**

ATTENTION – FRAUD ALERT

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

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

Bidders will be disqualified if they are found to have provided false or misleading information or to have deliberately withheld material information in their bid submission.

TABLE OF CONTENTS

INVITATION TO BID (SBD 1)	6
INTRODUCTION TO THE NRF	10
BACKGROUND TO SARAO	10
CONTEXT OF THE PROCUREMENT NEED	10
1. Background	10
1.1. Astronomy Geographic Advantage Act (AGA)	10
1.2. Radio Frequency Interference (RFI)	11
2. Site Information in the Karoo	11
2.1. Overview	11
3. Facilities, Instruments and Infrastructure	12
3.1. The SKA Site	12
3.1.1. National Key Point: SKA Site Complex	13
3.2. Klerefontein Engineering Operations Centre	13
3.3. Carnarvon: SARAO Information Centre and Artisan Training Centre (ATC) and SKAO Accommodation Facility	14
3.3.1. Carnarvon: SARAO Information Centre	14
3.3.2. Carnarvon: SARAO Artisan Training Centre (ATC)	14
3.3.3. Karoo: SKAO Accommodation Facility	14
4. Infrastructure Available to the Security Service during Contracting Period	14
4.1. The SKA Site	14
4.1.1. National Key Point Losberg	14
4.1.2. Control Access Points	14
4.1.3. Klerefontein Engineering Operations Centre	14
4.1.4. Furniture	15
4.1.5. Security Personnel Deployment Areas	15
4.1.6. Estimated Distance Between Deployment Points	16
5. Radio Communication	17
6. Typical Threats	17
7. Hazards and Risks	17
SERVICE SPECIFICATIONS	18
1. Security Requirement	18
1.1. Applicable Legislation	18
1.2. Personnel Requirement	18

1.3. Human Resource Management	20
1.3.1. Annual Salary Increase	20
1.4. Local Employment Requirement	20
1.4.1. Monthly Reporting on Local Participation	20
1.5. Established Local Security Office	21
1.6. Staff Uniform	21
1.7. Staff Transport and Vehicle Deployment to SKA Site	21
1.7.1 Transportation of Security Guards	21
1.7.2. Patrol Vehicles	21
1.7.3. Vehicle Operating Cost	22
1.8. Equipment	22
1.9. Registers	22
1.10. Compulsory Training	23
1.10.1 Training Audit	23
1.10.2 Compulsory Training for NKP	23
1.10.3 Compulsory Refresher Training	24
1.10.4 Firearm Training	24
1.10.5 Annual SAPS NKP Shooting Competition	24
1.10.6 Registration as a Training Facility	24
1.11. Compliance Checklist	24
1.12. Radio Frequency Interference (RFI) Testing of Equipment and Vehicles	25
1.13. Security Monitoring and Physical Guarding at SARAO Information Centre, Artisan Training Centre (ATC) and SKAO Accommodation Facilities in Carnarvon	25
1.13.1 Live Patrol Monitoring System	25
1.14 Access Management Digital Scanning and Data Management System	26
1.15. Armed Specialised Rapid Response	26
1.16 Cleaning and Sanitation Requirements for Guarding Facilities	26
1.17 Attendance of Quarterly Operational Management, SAPS Joint Planning Committee and SAPS Security Liaison Officers Meetings.	27
1.18. Experience to render this Service	27
1.19 Duties	27
1.19.1. General	27
1.19.2. Duties of Security Guards Deployed	27
1.19.3. Duties of Security Supervisors on Duty	28
1.19.4. Duties of the Security Control Officer / EOC Control Centre Supervisor	28

1.19.5 Duties and Responsibilities of the Security Managing Coordinator	28
1.20 Reference Letters and Contract List	29
1.21. South African Site Information and Instructions	30
PART A.1 – BID PREPARATION	39
BIDDING INSTRUCTIONS	39
PART B – THE CONTRACT	43
SPECIAL CONDITIONS OF CONTRACT	43
GENERAL CONDITIONS OF CONTRACT (GCC)	51
SBD 7.2 - CONTRACT FORM – RENDERING OF SERVICES	63
PART B.1 – PRICING	65
PRICING INSTRUCTIONS	65
BID PRICE SCHEDULE (SBD 3.2)	67
PART C – RETURNABLE FORMS	71
SBD 4 BIDDER'S DISCLOSURE	71
SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	74
BID SIGNATURE (SBD 1)	78
LIST OF ANNEXURES	79

GLOSSARY OF ACRONYMS & ABBREVIATIONS, DEFINITIONS

Acronym / Term	Definition
AGA	Astronomy Geographic Advantage Act, 2007.
ATC	SARAO Artisan Training Centre, Carnarvon.
AVN	African Very Long Baseline Interferometry Network.
C-BASS	C-Band All Sky Survey Telescope.
CSD	Central Supplier Database.
COIDA	Compensation for Occupational Injuries and Diseases Act.
DMR	Department of Minerals and Resources
EOC	Engineering Operations Centre (Klerfontein).
GCC	General Conditions of Contract. Appears in: SBD 1; PART B.
HERA	Hydrogen Epoch of Reionization Array.
Hirax	Hydrogen Intensity and Real-time Analysis eXperiment.
IDA	Infrastructure Development Act, 2014.
KAPB	Karoo Array Processing Building.
KAT-7	Karoo Array Telescope 7.
KCAAA3	Karoo Central Astronomy Advantage Area.

Local Employment	Defined as employment from Northern Cape communities.
MeerKAT	64-dish radio telescope.
NBCPSS	National Bargaining Council for the Private Security Sector.
NKP	National Key Point.
NKP JPC	National Key Point Joint Planning Committee.
NRF	National Research Foundation.
PIN	Tax Compliance Status PIN.
PSiRA	Private Security Industry Regulatory Authority.
RFI	Radio Frequency Interference.
RSA	Republic of South Africa.
SARAO	South African Radio Astronomy Observatory
SARS	South African Revenue Service
SASSETA	Safety and Security Sector Education and Training Authority.
SBD Forms	Standard Bidding Documents.
SIP 16	Strategic Integrated Project 16.
SKA	Square Kilometre Array.
SKA1_MID	SKA Phase 1 Mid-frequency telescope
SKAO	SKA Observatory.
TCS	Tax Compliance Status.
Unit Standards	Mandatory PSiRA/SAPS NKP training modules.
VAT	Value Added Tax.
Visserskloof Construction Camp	Construction Camp on the SKA construction site.

INVITATION TO BID (SBD 1)		
Bid Number:	NRF/SARAO SKAR/17/2026-27	
Bid Title:	APPOINTMENT OF REGISTERED NATIONAL KEY POINT SECURITY SERVICE PROVIDER FOR SARAO/SKAO FACILITIES IN THE KAROO IN AND NEAR CARNARVON, NORTHERN CAPE FOR A PERIOD OF FIVE (5) YEARS	
Compulsory Session:	Site Briefing	A compulsory tender briefing is scheduled for 1 September 2026 and 2 September 2026 spanning two consecutive days. Attendance for both days is mandatory for all bidders. Day 1: Klerefontein Engineering Operations Centre Coordinates for Klerefontein EOC: - 30°58'15.94"S, 21°59'38.68"E Time: 09:00 – 16:00 The session will begin with a detailed briefing on the tender document, held in the Training Room at the Engineering Operations Centre in Klerefontein. Following the briefing, bidders will be taken on a guided walk-through of the full facility to allow sufficient time for inspection, note-taking, and clarification of any technical or operational aspects relevant to the bid requirements. The remainder of the day will be dedicated to visiting the facilities listed in Carnarvon. This ensures that all bidders have adequate opportunity to familiarise themselves with the infrastructure and conditions associated with the scope of work. Day 2: SKA Site Visit Time: 09:00 – 16:00 Day 2 will be allocated to travelling to the SKA site. Bidders will visit all deployment points and receive an overview of the broader site layout and operational environment. A detailed programme for Day 2 will be shared during the Day 1 briefing. Attendance Confirmation Bidders are required to confirm their attendance and indicate the number of representatives who will attend the compulsory briefings. No more than three (3) representatives per bidding entity may be registered for the session. Attendance confirmations must be submitted via email to tender-enquiries@sarao.ac.za no later than 27 August 2027. Transport to the SKA site will be provided by SARAO, and accurate attendee information is essential for logistical planning. Arrangements and Cost of attendance is for the bidder's own account.
Closing Date and Time of Bid Submission:	16 September 2026 at 12.00PM	
Bid Submission	Bid submission must be through the National Treasury e-submission portal, using the following link - https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/	

Instructions for Bid Submission:	Login to https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/ using your CSD login details. Go to the 'search by' drop down menu. Select 'tender number'. Enter the tender number - NRF/SARAO SKAR/17/2026-27. Click the plus + icon to expand. Scroll down and click 'start e- submission'. Note: Bids submitted using any other method than that prescribed above will not be accepted.
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SUMMARY OF BID REQUIREMENTS

Two Envelope System:	Yes	COMPLIANCE AND TECHNICAL RESPONSE (ENVELOPE 1)	FINANCIAL RESPONSE (ENVELOPE 2)
Bid Validity Period (from date of closure):	Ninety (90) days		

SUPPLIER INFORMATION

Name of Bidder:			
Postal Address:			
Street Address:			
Bidder Representative Name and Surname:			
Telephone Number:			
Code		Number	
Cell Phone Number:			
Code		Number	

Facsimile Number:					
Code		Number			
E-Mail Address:					
VAT Registration Number:					
Supplier Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
Are you the accredited representative in South Africa for the goods/services/works offered?		☐ Yes ☐ No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?		☐ Yes ☐ No [If yes, answer the questionnaire below]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

BID SUBMISSION

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

	rendering of services) for this contract.	
TAX COMPLIANCE REQUIREMENTS		
1.	Bidders must ensure compliance with their tax obligations.	
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided	
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .	
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .	
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/PIN/CSD number.	
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.	
BID ENQUIRIES		
Procedural and technical queries to be directed in writing to:	Section:	SUPPLY CHAIN MANAGEMENT
	Email address:	tender-enquiries@sarao.ac.za
Enquiries must be submitted by:	The last date for the submission of enquiries shall be three (3) working days from the closing date of the tender	

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PART A – THE TENDER

INTRODUCTION TO THE NRF

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

BACKGROUND TO SARAO

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

CONTEXT OF THE PROCUREMENT NEED

1. Background

The South African Radio Astronomy Observatory (SARAO) manages the radio astronomy observatories located in the Karoo (Northern Cape) and Hartebeeshoek (Gauteng). The objective of this tender is to appoint a suitably qualified service provider to render security services for the SKA sites in the Karoo as set out in the specification below.

The Square Kilometre Array (SKA) facility in the Karoo is designated as a **National Key Point**, reflecting its strategic importance to South Africa’s national security, scientific leadership, and international obligations. As a protected site under the National Key Points Act, 1980, the SKA installation requires enhanced security measures, controlled access, and continuous operational oversight to safeguard its critical infrastructure, high-value scientific assets, and support to the global research partnerships. This status underscores the facility’s role not only as a world-leading radio astronomy observatory, but also as a national asset whose integrity and uninterrupted functioning are essential to the country’s scientific, economic, and diplomatic interests.

The Square Kilometre Array and MeerKAT projects are also classified as a Strategic Integrated Project No. 16, which was gazetted on 02 June 2014 (Government Gazette 37712) in line with the provisions of the Infrastructure Development Act (IDA) (Act No.23 of 2014). The main SKA site covers an area of 135 245 hectares in extent.

The security requirement extends across the SKA Site Complex, the Klerefontein Support Base and Engineering Operations Centre (EOC), the SARAO Artisan Training Centre (ATC), the SARAO Information Centre, SKAO Accommodation Facility in Carnarvon and the Visserskloof Construction Camp, each of which requires a formal, staffed security presence.

1.1. Astronomy Geographic Advantage Act (AGA)

To ensure protection of the SKA site, the South African Government passed the Astronomy Geographic Advantage (AGA) Act in 2007.

The AGA Act provides for a wide range of requirements for the advancement and protection of astronomy including the development of skills, capabilities and expertise; the identification and protection of areas in which astronomy projects can be undertaken; the provision of a framework for the establishment, protection, preservation and maintenance of a national system of Astronomy Advantage Areas highly suitable for astronomy; and the regulation of activities which cause or could cause interference.

1.2. Radio Frequency Interference (RFI)

The MeerKAT and SKA Radio telescopes are very sensitive Radio Frequency receiver systems used to undertake observations of stars and other galactic objects. The radio telescopes are built in the sparsely populated Karoo to reduce interference from man-made transmitters such as mobile phones, Bluetooth and Wi-Fi. Such devices can reduce and impact the quality of the science that can be done with the telescopes and, can even damage the very sensitive receivers.

In order to avoid radio frequency interference (RFI) on the telescopes, all electronic and electrical equipment used on or close to the SKA site is controlled by SARAO; this includes vehicles, radios, mobile phones, laptops, et cetera. Only equipment with valid RFI permits may be used on the site. SARAO is the issuing authority for all RFI permits.

2. Site Information in the Karoo

2.1. Overview

The term “SKA site” shall mean the SKA1_MID area where construction and or operations are undertaken. The SKA site is located in the Northern Cape. The towns of Carnarvon, Williston, Brandvlei and Van Wyksvlei surround the SKA site. The shortest route from Cape Town to the SKA site is approximately 610km and from Johannesburg approximately 880 km.

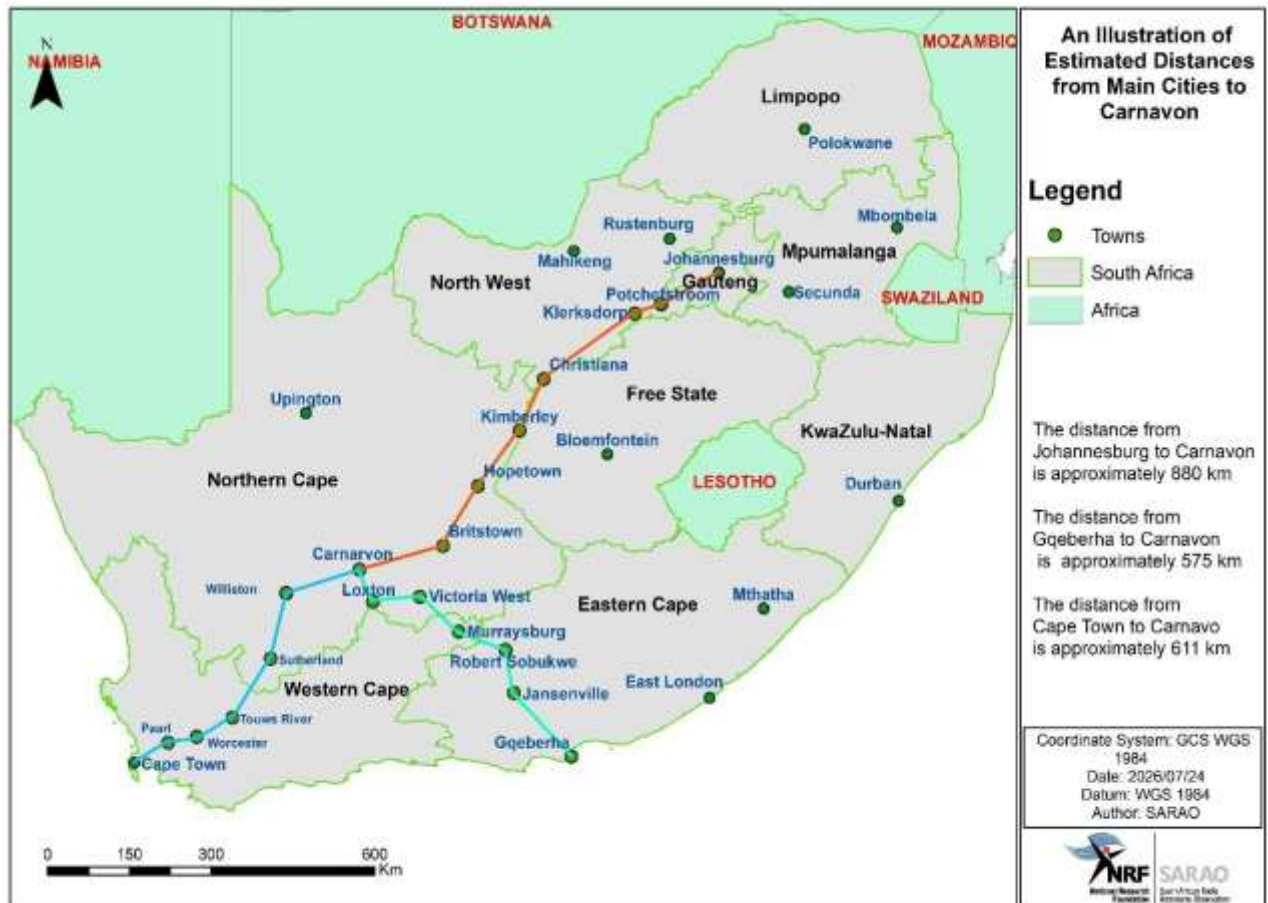


Figure 1: An Illustration of Estimated Distances from Main Cities to Carnarvon

The SKA Karoo site is South Africa's flagship radio astronomy installation and the designated National Key Point supporting operations of the Radio Astronomy Observatory. Located near Carnarvon in the Northern Cape, the site hosts an array of world-class radio dishes, precision-engineered foundations, and an extensive network of buried fibre, power, and control systems designed to operate in an exceptionally radio-quiet environment. Supporting infrastructure—including the Klerefontein Engineering Operations Centre, dedicated access roads, security systems, and long-haul fibre routes—enables safe, reliable, and continuous scientific operations. Together, these elements form a highly integrated, strategically protected environment that underpins South Africa's contribution to one of the most ambitious scientific projects of the 21st century.

3. Facilities, Instruments and Infrastructure

3.1. The SKA Site

The closest town to the SKA site is Carnarvon. Key access provincial roads PO2996 (tarred from Carnarvon to site), DR02333 and PO2337 (gravel) traverse the site and have an impact on the security plan of the site. The majority of access roads are gravel on site.

Although the main purpose of the SKA site is to serve as a Radio Astronomy Observatory hosting the MeerKat and SKA Radio Telescopes, the availability of land lends itself to implementation of environmental protection initiatives. During March 2020, the Minister of Environment, Forestry and Fisheries declared the SKA site as the MeerKat National Park. Sanparks has been appointed as the Land Management Authority for the MeerKat National Park. It

is therefore important to note the operations of the SANPARKS team under leadership of the appointed Park Manager.

The main area of infrastructure development is on the farms Losberg and Meysdam, situated in the centre of the SKA Land Core area. This area is declared as the Karoo Core Astronomy Advantage Area in terms of Section 7 of the Astronomy Geographic Advantage Act, 2007, and is classified as a very high-risk RFI area. The remainder of the SKA site forms part of the declared Karoo Central Astronomy Advantage Area (KCAAA3).

Instruments, Facilities and Infrastructure	Coordinates
National Key Point: SKA Site Complex	30°45'13.00" S; 21°25'52.65" E
KAT-7 radio telescope (engineering prototype for MeerKAT)	30°43'17.62" S; 21°24'38.85" E
MeerKAT radio telescope centre	30°42'46.65" S; 21°26'34.84" E
HERA Guest Instrument	30°43'17.17" S; 21°25'41.32" E
SKA1_MID radio telescope centre (co-located with MeerKAT)	30°42'46.65" S; 21°26'34.84" E
Hirax	30°41'29.03" S; 21°34'34.74"E
Sanparks – In-park Office (Swartfontein)	30°41'2.58" S; 21°33'31.49"E
Klerefontein Engineering Operations Centre	30°58'15.94"S, 21°59'38.68"E
SARAO Information Centre	30°58'9.04"S, 22° 7'39.12"E
SARAO Artisan Training Centre	30°57'54.43"S, 22° 8'9.54"E
SKAO Accommodation Facility	30°58'30.66"S, 22° 8'57.00"E

Table 1: Coordinates of key Instruments, Facilities and Infrastructure

3.1.1. National Key Point: SKA Site Complex

Due to its strategic nature, the SKA Site Complex was declared a National Key Point by the Minister of Police in 2010. It includes the Central Data Processing Facility, Dish and Pedestal shed, SKA Power facility, limited staff accommodation, fuel storage and security infrastructure. An established NKP Joint Planning Committee, chaired by the Department of Science, Technology and Innovation, includes representation from all available security and local government departments.

3.2. Klerefontein Engineering Operations Centre

The Klerefontein Engineering Operations Centre serves as the primary operational hub supporting the SKA-Mid and MeerKAT telescope activities in the Karoo. As a secure, purpose-built facility, it houses critical engineering, maintenance, logistics, and control functions that enable reliable, round-the-clock support to the wider SKA site. The Centre provides the technical backbone for field operations, ensuring that infrastructure, systems, and personnel are coordinated effectively to maintain the stability, safety, and performance of this nationally significant scientific installation.

The Klerefontein Engineering Operation Centre has its own access gate and includes office accommodation, store rooms, fuel storage, mechanical, electrical and engineering workshops, a security guardhouse, staff housing, the C-BASS telescope, road and water infrastructure and the NRF/SARAO Medical Clinic and a vehicle parking area.

3.3. Carnarvon: SARAO Information Centre and Artisan Training Centre (ATC) and SKAO Accommodation Facility

3.3.1. Carnarvon: SARAO Information Centre

The SARAO Information Centre in Carnarvon serves as a public-facing hub providing information, exhibits, and educational material on the SKA and MeerKAT radio astronomy projects to visitors, tourists, students, and the local community. It functions as a key liaison point between SARAO and the public, supporting community engagement, stakeholder visits, and outreach activities related to the Observatory's presence in the Northern Cape.

3.3.2. Carnarvon: SARAO Artisan Training Centre (ATC)

The Artisan Training Centre in Carnarvon provides accredited electrical training to learners from the local community. The facility aims to extend training in artisanal skills such as fitting and turning, diesel mechanics, electrical installations, and boiler-making. The centre is regarded as an asset to the Northern Cape, providing high-quality, accredited training not only for SARAO learners but also for learners from the surrounding community, supporting local skills development and building a pipeline of qualified artisans to support the operations and maintenance of the MeerKAT and SKA telescopes.

3.3.3. Karoo: SKAO Accommodation Facility

The SKAO Accommodation Facility provides on-site or near-site lodging for SKAO staff, technical personnel, and visiting stakeholders working on or visiting the SKA project in the remote Karoo region. Given the site's remote location and distance from surrounding towns, the facility supports operational continuity by housing personnel required to be on or near site for extended periods, shift-based work, or short-term project assignments.

4. Infrastructure Available to the Security Service during Contracting Period

4.1. The SKA Site

4.1.1 National Key Point Losberg

National Key Point compliant security infrastructure is established at the SKA Site Complex. Two security guardhouses are established at the access and boom gates, equipped with electricity, ablutions and communication radios. A 1000-metre-long NKP-compliant fence secures the SKA Site Complex.

4.1.2. Control Access Points

The outer control points have established guard huts, access and boom gates, equipped with electricity, ablutions and communication radios. These outer points control the access/egress into the SKA Site/MeerKAT National Park.

4.1.3. Klerefontein Engineering Operations Centre

Klerefontein Engineering Operations Centre has a newly renovated guard house with access and boom gates, equipped with electricity, ablutions and communication radios.

4.1.4. Furniture

All security access control points are furnished with chairs and installed tables. Lockable lockers for key storage and digital equipment that need to be submitted by visitors or staff with unpermitted electronic equipment, are available at strategic access control points such as Losberg and Klerefontein. During site handover all furniture will be inspected and assessed for any damage. SARAO will replace/repair any damaged furniture before final hand over. The successful bidder will be responsible for the replacement of any damaged or broken furniture after handover for the duration of the contract with similar or better furniture.

4.1.5. Security Personnel Deployment Areas

The nature and size of the SKA site requires additional security access control points and deployment areas in support of the approved security plan of the site. The deployment areas are:

Area	Deployment Point	Point Nr (Figure 2)
Carnarvon Town	SARAO Information Centre, Carnarvon	1
	Artisan Training Centre (ATC), Carnarvon	2
	SKAO Residential Accommodation	3
Klerefontein	Klerefontein Engineering Operations Centre Access Control Point and Control Centre	4
SKA Site and Surrounding Area	Swartfontein Security Access Control Point	5
	Meysdam Security Access Control Point	6
	Lovedale Security Access Control Point	7
	Jaskloof Security Access Control Point	8
	Groot Paardekloof Security Access Control Point	9
	Visserskloof Construction Access Control Point	10
NKP SKA Site Complex	Losberg Guard hut 1 Access Control Point	11
	Losberg Guard hut 2 Access Control Point	12
	KAPB Access Control Point	13

Table 2: Security Personnel Deployment Areas

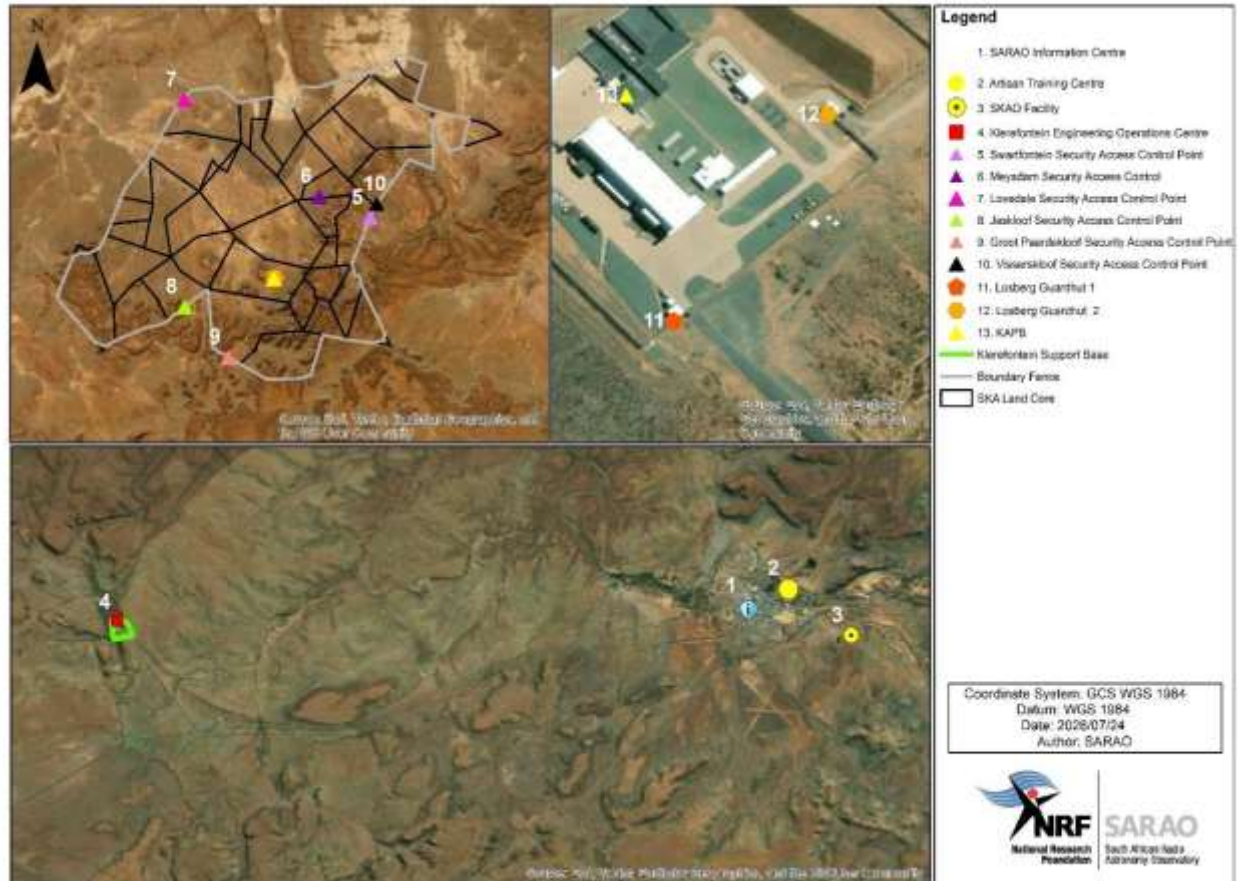


Figure 3: Security Personnel Deployment Areas

4.1.6. Estimated Distance Between Deployment Points

Table 3 below provides estimated distances between deployment points for security staff for operational deployments. Bidders will have an opportunity to confirm distances to all of the above deployment areas during the tender briefing session to be held at the SKA site.

Bidders are urged to ensure a clear understanding of these routes in their bid responses and consider optimised strategies to ensure efficient travel and reduce traveling times especially during shift changes.

From	To (see Figure 2 for point position)	Estimated Distance
Carnarvon town (SPAR ¹ as reference Point)	SARAO Information Centre– POINT 1	250 meters
Carnarvon town (SPAR as reference Point)	SARAO Artisan Training Centre– POINT 2	1km
Carnarvon town (SPAR as reference Point)	SKAO Accommodation Facility– POINT 3	2.5km
Carnarvon town (SPAR as reference Point)	Klerefontein Engineering Operations Centre POINT 4	15 km
Klerefontein Engineering Operations Centre POINT 4	Swartfontein Security Access Control Point – POINT 5	55 km
Swartfontein Security Access Control Point – POINT 5	Meysdam Security Access Control Point – POINT 6	8 km
Swartfontein Security Access Control Point – POINT 5	Vissersklouf Access Control Point – POINT 10	4.5 km

¹ SPAR Supermarket in Carnarvon

From	To (see Figure 2 for point position)	Estimated Distance
Meysdam Security Access Control Point – POINT 6	Lovedale Security Access Control Point – POINT 7	24 km
Meysdam Security Access Control Point – POINT 6	Losberg NKP SKA Site Complex POINT 11,12,13	13 km
Lovedale Security Access Control Point – POINT 7	Jaskloof Security Access Control Point – POINT 8	31 km
Jaskloof Security Access Control Point – POINT 8	Groot Paardekloof Security Access Control Point – POINT 9	32 km
Losberg NKP - POINT 11,12,13	Groot Paardekloof Security Access Control Point – POINT 9	14 km

Table 3: Estimated Distance Between Deployment Points

5. Radio Communication

The facilities where security deployment takes place are highly sensitive to Radio Frequency Interference (RFI). Accordingly, SARAO will issue and make available radio communication devices and services to the appointed security service provider for use during the contract period. SARAO operates a low-frequency dedicated network radio system, and all existing security control points are equipped with compatible low-frequency radios.

The SARAO Site Manager is responsible for the issuing of all radios to the appointed service provider. Bidders must take note that a total of fifteen (15) radios will be issued for use by security personnel, at a cost of R35,000.00 per unit, amounting to a total equipment value of R525,000.00.

The appointed service provider will be required to pay a refundable deposit of 25% of the total equipment value, amounting to **R131,250.00**, prior to the issuing of radios. These funds will be kept by SARAO in a non-interest-bearing account for the duration of the contract.

Costs relating to the repair or replacement of any damaged, lost, or non-functional radios may be recovered from this deposit, and invoices will be issued to the service provider for any such repairs incurred during the contract period. The appointed bidder will be required to top-up the deposit amount during the course of the contract period in the event that the deposit is exhausted before the end of the contract period.

6. Typical Threats

The remoteness of the SKA site and restricted access contribute to low threat levels. It remains important that the site and related facilities have appropriate protection given the reputational damage SARAO, SKAO, the NRF, and the Department of Science, Technology and Innovation and South Africa would suffer should operations be compromised by criminal activity. Typical threats include unauthorised visitors, petty criminals, contractors on site and general public utilising the public roads traversing the site. Threat activities may include trespassing, theft, vandalism, damage to property and arson.

7. Hazards and Risks

Prospective bidders need to take note of hazards and risks in relation to deployment of staff to the SKA site, Klerefontein EOC and related facilities. SKA-TEL-SKO-0001040 – South African Site Information and Instructions (refer to Annexure A) contains further detail on the SARAO Disaster Management Plan and related risks.

SERVICE SPECIFICATIONS

All security activities and requirements undertaken by the successful bidder must be done in terms of the National Key Points Act, 1980 (Act No. 102 of 1980), and the applicable regulations, and/or the Critical Infrastructure Protection Act, 2019 (Act No. 8 of 2019) as it is progressively brought into effect. The Security Requirement is for SARAO/SKAO facilities in the Karoo, near Carnarvon, which include the SKA Site, Klerefontein EOC, the SARAO Information Centre and SARAO Artisan Training Centre, SKAO Accommodation Facilities and the Visserskloof Construction Camp.

1. Security Requirement

1.1. Applicable Legislation

The National Key Points Act, 1980 (Act No. 102 of 1980) and its regulations remain applicable legislation governing National Key Points in South Africa. The Critical Infrastructure Protection Act, 2019 (Act No. 8 of 2019) ("CIPA") has been approved and portions have commenced, with the remaining provisions expected to be progressively proclaimed during the contract period. The successful bidder must comply with any additional legislative requirements contained in CIPA as the legislation and applicable regulations are enacted, and must cooperate with SARAO and the relevant national authority to implement any new registration, training, reporting or inspectorate requirements arising from this transition.

All bidders must submit with their bids, their:

- Certificate of Registration as a Security Service Provider with PSiRA
- Letter from SAPS NKP Head Office confirming application to be registered as an NKP Security Service Provider for the SKA NKP Site

1.2. Personnel Requirement

A 24-hour, 7-day-a-week security service is to be provided on a two (2) shift system of twelve (12) hours per shift, as per normal industry standard.

The following personnel deployment is required:

Deployment Point	Management	
Security Managing Coordinator (Full time on site)	1	
Security Control Officer – Grade A (Full time on site)	2	
Total	3	
Deployment Point	Day Shift	Night Shift
Site Supervisors – Supervisor – Grade A	2	2
EOC Control Centre – Supervisor – Grade A	2	2
Klerefontein EOC Security Access Control Point – Grade C	2	2
Losberg NKP SKA Site – L1 – Grade C	2	2

Losberg NKP SKA Site – L2 – Grade C	2	2
Losberg KAPB Access Control Point	1	1
Swartfontein Security Access Control Point – Grade C	2	2
Meysdam Security Access Control Point – Grade C	2	2
Lovedale Security Access Control Point – Grade C	2	2
Jaskloof Security Access Control Point – Grade C	2	2
Groot Paardekloof Security Access Control Point – Grade C	2	2
Visseriskloof Construction Camp Security Access Control Point – Grade C	2	2
SKAO Accommodation – Grade C	1	1
Artisan Training Centre (ATC) – Grade C	1	1
SARAO Information Centre – Grade C	1	1
Total deployment per shift	26	26

Table 4: Number of guards per shift per deployment point

Summary	
Management	3
1 Day Shift	26
1 Night Shift	26
1 Rest Shift	26
Total deployment of security service for SKA Karoo Facilities	81

The tables above provide the requirement of the total staff deployment for this bid.

The Management team will, as a norm, work day shift, however the nature of their responsibilities will require operational planning ensuring that compensation is provisioned to ensure that ad-hoc deployment at any given time as required to be accommodated.

Two (2) Grade A Site Supervisors, per shift, shall be deployed to the SKA site to ensure proper command and control of deployed personnel. The EOC Control Centre Supervisors coordinate centrally across all deployment points and interface with the Security Managing Coordinator and Security Control Officers.

The Security Managing Coordinator provides overall on-site coordination of the security complement across day, night and rest shifts.

The appointed security service provider shall take the necessary steps to ensure the availability of reserve replacement staff of a minimum of five (5) guards. These replacement staff need to be managed by the appointed security contractor as reserve staff who will be remunerated per shift if there are staff shortages per shift deployment.

Bidders must provide a detailed proposal as to the recruitment and employment plan they will undertake to deliver the security

contingent required in **Table 4** above. Specific attention must be given to **Section 1.4 – Local Employment Requirement below**. Bidders are required to highlight the conditions of the employment of the security personnel as it relates to salaries, allowances and other pertinent benefits as per their employment contracts.

1.3. Human Resource Management

The successful bidder must ensure that all security personnel receive their applicable salary slips on a monthly basis, reflecting leave credits and a detailed breakdown of salary income and deductions. Bidders must ensure that security personnel have access to organised labour activities and that designated union representatives attend to employees during the contract period.

1.3.1. Annual Salary Increase

SARAO has noted the principal wage agreement forming part of the Main Collective Agreement of the National Bargaining Council for the Private Security Sector ("NBCPSS") dated 26 June 2026.

The agreement sets out annual salary increases for the period 2027-2029 (3-year period). Bidders must make explicit provision in their pricing schedules for the annual salary increases as set out in the referenced agreement for the period 2027-2029. Although it is recognised that the details of the agreement still have to be approved and published in the Government Gazette by the Minister of Labour, the agreement provides a clear and firm basis to bidders to include this salary escalation into the financial proposal for this bid.

For the purposes of this bid, in the absence of any determination for the remaining 2 years of this bid, the assumption of a **general 6% increase** must be assumed to make provision for the annual increase of salaries.

SARAO will not accommodate any increase in payments unless the determination of the already agreed terms change or unless the remaining undetermined years exceed the assumption made above.

SARAO shall engage with the appointed bidder for the unknown periods as and when this information becomes available to ensure the gazetted increases are reflected in the contract price.

Bidders must also take note that although the SKA Site and related Karoo areas are not designated formally as an AREA 1 salary area, all quoted rates for salaries, allowances et cetera, shall be based on **AREA 1 rates**.

Bidders must indicate in their proposal what strategies will be implemented to retain staff. Due to the local employment requirement, the pool of resources is limited, which is exacerbated by limited availability of accommodation in Carnarvon.

1.4. Local Employment Requirement

As part of SARAO's commitment to local skills development and employment, it is a requirement of this contract that 100% of the appointed bidder's staff must comply with the definition of 'local employment'. Recruitment priority must be given to those qualifying personnel within the immediate area of the SKA, i.e. Carnarvon, Williston, Van Wyksvlei and Brandvlei. This requirement will be audited on a quarterly basis and detailed motivations will be required on deviations from this requirement.

1.4.1. Monthly Reporting on Local Participation

The appointed bidder will be required to report on a monthly basis to the Chief Security Officer on local employment, spend, development, community engagement and any other initiatives. A template will be provided to ensure the required information is provided.

1.5. Established Local Security Office

The appointed bidder will be required to establish a fully equipped, accessible local office to be used for administrative and training purposes. All human resource management and record keeping of staff records must be maintained and kept at the office. The appointed bidder must submit a contract/lease agreement of the office space to the SARAO Chief Security Officer no later than one month after the bid award.

1.6. Staff Uniform

All security guards must be dressed in a distinctive uniform. The appointed bidder must ensure that the security guards look neat and that the deployed uniform is appropriate for local conditions, including the severe summer and winter weather experienced at the remote access control points. All security guards must have two sets of summer uniform and two sets of winter uniform, issued on an annual basis. Due to the particularly harsh winter conditions, all security personnel must be issued Freezer Jackets and two sets of thermal underwear for winter time wear.

Bidders will be required to provide a detailed description of the uniform pieces for summer and winter to be distributed to security guards, and must provide details as to when, on an annual basis, these uniforms will be provided to security personnel for monitoring and compliance purposes.

1.7. Staff Transport and Vehicle Deployment to SKA Site

1.7.1 Transportation of Security Guards

Provision must be made for the transportation of security guards to and from their deployment points for each shift. Bidders are required to take into account the distances specified in the SKA site information provided above, to ensure that adequate transport resources are available for the effective and timeous deployment of personnel to and from duty. Security guards must reach the central drop-off point no later than 1 hour and 30 minutes after the end of their shift.

The appointed bidder must ensure that,

- Vehicles providing staff transport are suitable and can lawfully carry the required number of guards per shift.
- Where public drivers' permits are required by identified security personnel to drive company vehicles to transport staff for duty, those costs are paid by the appointed bidder and not by the designated driver.

1.7.2. Patrol Vehicles

A minimum of two (2) full-time 4x4 diesel vehicles must be deployed per shift for patrolling between security control across points to the SKA site. The vehicle complement provided must be sufficient and regulatory compliant to adequately service all deployment points.

All deployed vehicles must be equipped with the required first aid kits and fire extinguishers and two spare wheels due to the extensive gravel roads. Only diesel vehicles will be permitted on site — petrol vehicles are strictly prohibited. No trackers are allowed in vehicles.

Bidders must indicate the following in their bid proposals:

- Maintenance and replacement schedules for deployed vehicles – nearest service centres for vehicles are either in De Aar or in Beaufort West
- Availability of vehicles for breakdowns or planned maintenance of deployed vehicles

Bidders are reminded that the deployment area is vast. Provision needs to be made not only for transport and patrol vehicles but also for transport to managing staff to effectively execute their duties.

Bidders are encouraged to elaborate in their bid proposals as to how guards, designated as drivers, will be further developed to improve safe driving skills as well as support guards who demonstrate the ability to obtain driver licenses.

Provision is made for the deployment of two staff transporters, two 4×4 patrol vehicles, and one management vehicle for this contract. Should a bidder wish to propose additional vehicles beyond this provision, such vehicles must be costed under separate line items in the pricing schedule. Bidders must also provide comprehensive justification and detailed information regarding the purpose and operational use of any additional vehicles.

1.7.3. Vehicle Operating Cost

Vehicle Operating Cost, Kilometre Reconciliation & Fuel Price Adjustment

- **Baseline Kilometre Assumption and Billing** For costing and evaluation purposes, each vehicle is estimated to travel 12 000 km per month. This figure is used solely to establish a comparable baseline for pricing. Billing, however, shall be based strictly on actual kilometres travelled per vehicle.
- **Six-Monthly Kilometre Reconciliation** A reconciliation of actual kilometres travelled per vehicle will be conducted every six months. Any over- or under-recovery identified during the reconciliation will be reflected in the billing for the month immediately following the reconciliation.
- **Base Fuel Price:** The base fuel price for the contract is the DMR-published inland diesel price for 0.005% (50 ppm) diesel. While the indicative rate is currently estimated at R26.50 per liter, the actual base fuel price applicable to the contract will be the DMR-published price for the month in which the contract commences.
- **Annual Review of Base Fuel Price:** The base fuel price will be reviewed annually as per the published DMR price for the duration of the contract, with the revised base price taking effect on the first day of each new contract year.
- **Fuel Price Adjustment Mechanism**
 - Should the DMR-published diesel price deviate—increase or decrease—by more than 5% from the base fuel price at any point during the contract period, either party may issue written notice requiring a review of the vehicle running cost component of the contract price.
 - The adjustment shall be calculated by applying the percentage change in the DMR-published diesel price to the fuel cost component only of the contract price.
 - Non-fuel cost components shall not be adjusted under this mechanism

1.8. Equipment

Every deployed security guard must be equipped with the following standard equipment:

- Company ID Badge – Name, PSIRA registration details
- Torch;
- Handcuffs;
- Baton/tonfa
- Pocket book and stationery.

1.9. Registers

The appointed bidder must ensure that the following registers are deployed for use at all deployment points listed in Table 2:

- Registers for Deployment Points: Occurrence Book, Access Control Register, Telephone Register, Key Register, Vehicles, Accommodation, Buildings, Safe Storage Register
- Registers for Management of Security Guards: Duty-on Register, Leave Register, Extra Shift Register, Queries Register, Discipline/Hearing Register and other, as deemed necessary.

1.10. Compulsory Training

1.10.1 Training Audit

The appointed bidder must submit, within the first month after the contract award, a detailed training audit of all appointed security guards. The audit must include training details of each employed security guard. Every security guard must comply with the minimum requirement of a C grade – security guards; B-grade – supervisors; and A-grade for Security Control Officers and EOC Control Centre Supervisors.

The appointed bidder must submit a training plan to the SARAO Chief Security Officer that will ensure that all security guards will comply with the minimum training standards for National Key Points.

Bidders must elaborate in their bid submission, how this training audit will be executed, what outcomes are expected from this audit and how the information from the audit will be used to compile an appropriate training plan.

1.10.2 Compulsory Training for NKP

All registration, training and refresher courses required by PSIRA and the National Key Points legislation must be adhered to and complied with at all times. Accredited training providers and facilities must be used at all times. The following list of compulsory training and refresher courses must be conducted as prescribed annually as per approved training schedule -

- The officer must have completed PSIRA Grade “E to C” training (minimum requirement)
- Grade B and Grade A security personnel must have completed the PSIRA Grade A and/or B training
- Unit Standard 246694 – Requirements for becoming a security service provider
- Unit Standard 244189 – Conduct Access control and Egress Control
- Unit Standard 244184 – Apply Legal aspects in Security Environment
- Unit Standard 114979 – Operate a computer workstation in a business environment
- Unit Standard 113852 – Apply Occupational Health, Safety and Environmental Principles
- Unit Standard 116534 – Carry out basic First Aid Treatment in the workplace
- Unit Standard 12484 – Perform Basic Fire Fighting
- Unit Standard 246693 – The requirements for safeguarding a National Key Point
- Unit Standard 117705 – Demonstrate Knowledge of the Firearms Control Act 60 of 2000
- Unit Standard 123515 – Handle and Use a Handgun (and for Business Purposes)
- Unit Standard 123511 – Handle and Use a Self-loading Rifle or Carbine (and for Business Purposes)
- Unit Standard 123514 – Handle and Use a Shotgun (and for Business Purposes)

The appointed bidder must confirm current and valid training requirements as prescribed, as training standards change from time to time. It is the appointed bidder’s obligation to ensure that compliance is maintained in this regard.

Quarterly assessments of all training requirements must be conducted to ensure that newly appointed staff meet the prescribed competency and certification standards.

Additionally, provision must be made for annual alcohol-testing training for appointed staff, delivered by a registered training provider. SARAO will provide all the testing equipment and therefore, it is important to engage an accredited service provider suitable to the equipment provided.

1.10.3 Compulsory Refresher Training

- Safeguarding a National Key Point – annually
- Refresher training in terms of Regulation 21 of the Firearms Control Act – annually

1.10.4 Firearm Training

The SKA NKP situated at the Losberg Site Complex is deemed to be an operational National Key Point. Due to the nature of the SKA Facility being an Astronomy Reserve, a decision was taken by the SKA NKP Joint Planning Committee (JPC) that no firearms will be deployed as a matter of course. All security staff must, however, be in possession of a valid applicable firearm competency certificate and be trained in the required firearm types. Refresher courses and shooting practices must be maintained as per regulatory requirement for all staff at all times as if firearms would have been deployed on a daily basis.

Should a decision be made by the SKA NKP JPC to deploy firearms, the appointed bidder shall deploy the identified firearms within 24 hours after written notification from the SARAO Chief Security Officer.

1.10.5 Annual SAPS NKP Shooting Competition

The appointed bidder must ensure that a shooting team is available and trained to participate in the annual SAPS NKP Shooting Competition. All costs associated with the training, attendance, equipment, travel, meals and accommodation of the teams must be provided for. The cost estimate for annual shooting competitions must be included in the financial breakdown to this bid as a PROVISIONAL SUM. Payment will only be made when events are scheduled by the SAPS and are attended.

1.10.6 Registration as a Training Facility

The size of the deployed staff requires that staff training, as listed above, must be undertaken in Carnarvon. The remoteness of the site does not lend itself to sending staff for offsite training unless its specific specialised training not identified in the list in par. 1.10.2 above. The appointed bidder must therefore ensure that the local security office has adequate space and necessary facilities for training to be conducted by an accredited training provider (in-house/contracted) and that this facility is registered as a Training Facility to ensure accredited training.

1.11. Compliance Checklist

Bidders are required to establish, maintain, and submit a comprehensive Compliance file in support of security services rendered at the SKA-Mid/MeerKAT site and related Karoo facilities. This file must demonstrate full compliance with the Occupational Health and Safety Act 85 of 1993 and its Regulations, the Compensation for Occupational Injuries and Diseases Act (COIDA), the Private Security Industry Regulation Act (PSIRA), and the Astronomy Geographic Advantage Act 21 of 2007, together with all applicable site-specific requirements arising from the remote, rural, and RFI-sensitive nature of the site.

Annexure B attached to this bid, details the required administrative and legal appointments, PSIRA and security-specific legal documentation, site-specific compliance items relevant to the SKA-Mid/MeerKAT site and related Karoo facilities, risk assessments, standard operating procedures, training and competency records, emergency preparedness and medical provisions, personal protective equipment (PPE) requirements, incident and occupational health records, equipment and vehicle inspection records, environmental and site conduct procedures, and audit/continuous compliance requirements.

Bidders must confirm and elaborate extensively, as part of their submission, their ability to compile, maintain, and make available a Compliance File that fully addresses each item listed in Annexure B. The appointed bidder will be required to have a complete and compliant file in place prior to commencement of services on site, and to keep the file current and available for inspection by the SARAO Chief Security Officer and SARAO Health and Safety representatives throughout the duration of the contract.

Non-compliance with, or material gaps in, the requirements set out in Annexure B may constitute grounds for the institution of penalties against the appointed bidder as per Part B Special Conditions of Contract Clause 22.1.

Bidders to note that all security staff deployed for this contract must undergo annual medical assessment to determine fitness for deployment.

1.12. Radio Frequency Interference (RFI) Testing of Equipment and Vehicles

RFI is the biggest threat to the optimal functioning of the SKA Radio Telescope. All duties undertaken by security personnel will have a focus on ensuring compliance with the SARAO RFI policy and procedures. Security personnel will be responsible to screen personnel, vehicles and equipment to ensure that RFI controls are supported and complied with.

All equipment, electronic or mechanical in nature, shall be tested by SARAO before deployment will be allowed, and SARAO will issue permits with conditions of use where applicable. The successful bidder will be responsible for transporting identified equipment to Cape Town/Carnarvon for testing purposes prior to deployment to site.

1.13. Security Monitoring and Physical Guarding at SARAO Information Centre, Artisan Training Centre (ATC) and SKAO Accommodation Facilities in Carnarvon

The SARAO Information Centre, Artisan Training Centre and the SKAO Accommodation Facility are residential properties converted into office, accommodation and training spaces in Carnarvon. In addition to the installed security alarm systems, **Table 4** above requires a dedicated on-site guard (Grade C, 1 day / 1 night).

The appointed bidder must inspect both premises and undertake a risk assessment with a view to maintaining and, where necessary, upgrading the installed security systems that alert unauthorised access or emergency events. Relevant SOPs will be developed in collaboration with the office managers and the SARAO Chief Security Officer to ensure effective operational deployment and use.

Maintenance and repairs to the installed security systems must be incorporated in bidders' costings, under security maintenance cost as a provisional sum in the costing schedule, priced as a separate line item. Prior approval must be obtained from the SARAO Chief Security Officer before any repairs and/or maintenance will be undertaken.

Monthly alarm monitoring cost per site will be included as a separate line on the costing schedule.

1.13.1 Live Patrol Monitoring System

The appointed bidder is required to deploy a Live Patrol Monitoring System at the SARAO Information Centre, the Artisan Training Centre, the SKAO Accommodation Facility and the Klerefontein Engineering Operations Centre to ensure that security personnel inspect and monitor the full extent of the facilities during shift periods. The deployment of the system at these sites needs to be clearly discussed in the bidder's response with clear recommendations. Final deployment of the system will be approved by the Chief Security Officer on appointment of the successful bidder.

Related costs for the deployment of a Live Patrol Monitoring System must be included as a separate line item in the costing schedule.

1.14 Access Management Digital Scanning and Data Management System

SARAO requires the deployment of an Access Management Digital Scanning and Data Management system at eight (8) security control points across the SKA site and related Karoo facilities. A minimum of two devices must be deployed per access control point, with adequate spare devices provided to ensure continuity of service in the event of breakage or malfunction.

Due to Radio Frequency Interference (RFI) restrictions applicable to the site, all devices must have Wi-Fi and Bluetooth functionality permanently deactivated by the Original Equipment Manufacturer (OEM), with the applicable OEM certificate of deactivation provided as proof of compliance.

The appointed bidder shall be responsible for providing a complete, end-to-end solution, including all scanning devices, central charging and data-downloading capabilities, and database and data management capabilities.

All costs relating to the provision, deployment, and management of the system must be reflected as a separate line item in the costing schedule. This cost allocation must remain provisional until full RFI approval has been obtained for all devices, operability has been successfully demonstrated, and approval has been granted for operational use on site.

A detailed description and discussion of the suggested solution must be included in the bidder's bid response to provide clear understanding on the equipment functioning and operations of the system.

1.15. Armed Specialised Rapid Response

The appointed bidder will be required to render an Armed Specialised Rapid Response service to the SKA site on an ad-hoc basis, as and when determined necessary by the SARAO Chief Security Officer. Response deployments shall be activated on short notice, with the service provider required to mobilise armed, specialised personnel to site within a notice period of 48 hours from the time of call-out and cost verification.

An **ad-hoc armed tactical response team** is a **specialised security unit** equipped, trained, and authorised to provide **rapid, armed intervention** in response to security incidents at the SKA NKP. The team is not part of the routine, on-site deployment but is activated as required to address high-risk, time-sensitive, or escalated threats that exceed the capacity of standard guarding operations.

This requirement is not for a permanent, fixed on-site presence but rather an on-call rapid response capability, to be invoked at the sole discretion of the SARAO Chief Security Officer based on identified risk, threat, or incident-related needs at the SKA site.

A provisional amount over the 5-year contract period shall be allowed for in the costing/pricing schedule to cover this requirement. This amount is provisional and shall only be paid out based on actual call-outs and services rendered, verified and authorised by the SARAO Chief Security Officer; it does not constitute a guaranteed or committed spend.

1.16 Cleaning and Sanitation Requirements for Guarding Facilities

Physical guarding infrastructure guard houses, and related facilities will be provided to the appointed security service provider for operational use. The appointed bidder is fully responsible for ensuring that all cleaning supplies, sanitary materials, and hygiene-related consumables are procured and maintained for the duration of the contract. The bidder must keep all security offices and guard houses clean, safe, and hygienic at all times as part of their service delivery obligations.

The related cost per will be included as a separate line item on the costing schedule.

1.17 Attendance of Quarterly Operational Management, SAPS Joint Planning Committee and SAPS Security Liaison Officers Meetings.

The appointed bidder's operational management team must attend meetings with the deployed management staff on a quarterly basis.

At the same time, the appointed bidder's senior management will attend the Joint Planning Committee Meetings, scheduled by the Provincial NKP Commander on a quarterly basis and ensure representation at the Security Officers Liaison Forum, which is held quarterly on a prescribed schedule.

1.18. Experience to render this Service

Bidders shall have a minimum of seven (7) years' demonstrable experience in the rendering of NKP security services. This requirement is imposed in view of the scale, geographical extent, and complexity of the site and service concerned, and is intended to ensure that bidders possess the requisite experience, technical capability, and organisational capacity to execute the service to the required standard.

1.19 Duties

1.19.1. General

Security staff are the buffer built into SARAO facilities to maintain safety and security of such facilities. The duties of security personnel related to maintaining the security standards is as required for National Key Points. However, the SKA Site is an astronomy radio observatory, and therefore security staff shall ensure compliance with SARAO RFI policy, procedures and monitoring of personnel, vehicles and goods to ensure a safe RFI environment. Security personnel are also responsible for ensuring that all who access SARAO facilities comply with the prescribed health, safety and environmental requirements.

1.19.2. Duties of Security Guards Deployed

Duties include, but are not limited to:

- (i) conducting themselves in a professional and orderly manner while performing duties at designated points;
- (ii) performing access control duties and patrolling the premises to prevent illegal entry and removal of equipment or materials;
- (iii) administering alcohol breathalyser tests in terms of health and safety regulations;
- (iv) management of visitors and compliance with equipment permit requirements;
- (v) search of vehicles using RFI detecting devices;
- (vi) use, inspection and maintenance of applicable registers;
- (vii) guarding and protecting buildings, equipment and material against damage, theft and vandalism;
- (viii) protecting employees and visitors by preventing or minimising risk of injury;
- (ix) recording all incidents in the occurrence book and reporting incidents to supervisors, the Employer and SAPS where required;
- (x) apprehending suspicious persons as mandated;
- (xi) cleaning and maintaining security deployment points daily;

- (xii) reporting broken or faulty infrastructure to the supervisor on duty;
- (xiii) effectively using allocated radio and telephone systems; and managing and controlling safe storage facilities.

1.19.3. Duties of Security Supervisors on Duty

Supervisors shall –

- (i) ensure implementation of standing operating procedures related to access control and securing of facilities; ensure orderly and timely deployment of guards;
- (ii) hold duty-on parades at the start of every shift to confirm attendance, uniform standards, fitness for duty and possession of required equipment;
- (iii) inspect allocated vehicles for defects and confirm first aid kits and fire extinguishers are present;
- (iv) supervise deployed guards daily;
- (v) ensure stationery/register stock is available;
- (vi) monitor for possible security threats and report to the EOC Control Centre Supervisor, SARAO Chief Security Officer and, if required, the SARAO Site Manager;
- (vii) conduct inspections of security registers per shift;
- (viii) regularly inspect and visit access security deployment points; and
- (ix) escort unauthorised persons/vehicles from the facility as directed.

Site Supervisors liaise directly with the EOC Control Centre Supervisor as part of the coordinated command structure.

1.19.4. Duties of the Security Control Officer / EOC Control Centre Supervisor

Security Control Officers and EOC Control Centre Supervisors report to the Site Manager and the SARAO Chief Security Officer on all security-related matters, sharing duties over a seven (7) day work week. Duties include:

- (i) presenting themselves to the Employer's Representative regularly;
- (ii) monitoring and evaluating possible security threats and reporting appropriately;
- (iii) conducting regular on-site inspections of security deployment points;
- (iv) conducting weekly inspections of all security registers and ensuring outstanding incidents are closed out and reported on;
- (v) submitting prescribed monthly NKP/SAPS site reports no later than the second day of every month;
- (vi) ensuring administrative and disciplinary processes are undertaken diligently;
- (vii) ensuring training, certification, licences, permits and vehicle roadworthiness/maintenance are kept valid; and
- (viii) monitoring and responding to security alerts received from the SARAO Information Centre and ATC security systems.
- (ix) The EOC Control Centre Supervisor is additionally responsible for central monitoring and coordination across all deployment points.

1.19.5 Duties and Responsibilities of the Security Managing Coordinator

The Security Manager is responsible for the overall management, coordination, and oversight of all security functions, personnel, fleet, and equipment on the SKA site, ensuring compliance with SARAO requirements, applicable legislation, and SLAs. Key duties include:

Operations Management:

- (i) Oversee 24/7 security operations, ensure compliance with SOPs, site rules, and legislation;
- (ii) conduct site inspections/audits;
- (iii) manage incident response, investigations, and reporting;

- (iv) oversee access control systems (visitor scanner/QR code system) and coordinate the ad-hoc Armed Specialised Rapid Response service within the required 24-hour notice period;
- (v) serve as primary liaison with the SARAO Chief Security Office.

Personnel Management:

- (i) Recruit, vet, and appoint PSIRA-registered personnel;
- (ii) compile duty rosters ensuring full shift coverage;
- (iii) supervise performance, training, and discipline;
- (iv) monitor attendance and compliance with transport/drop-off requirements;
- (v) maintain personnel records and manage leave/relief staffing.

Fleet Management:

- (i) Ensure the required complement of diesel-only patrol vehicles (minimum two per shift) is maintained, roadworthy, and equipped with first aid kits and fire extinguishers;
- (ii) coordinate refuelling via the on-site bowser;
- (iii) maintain service/maintenance records;
- (iv) ensure spare vehicles are available to prevent service disruption.

Equipment and Asset Management:

- (i) Manage provision, allocation, and maintenance of all security and access control equipment, including adequate spare devices;
- (ii) maintain an accurate asset register and coordinate servicing/repairs.

Reporting and Administration:

- (i) Compile and submit regular reports (incidents, staffing, fleet, equipment, SLA performance) to SARAO;
- (ii) maintain accurate occurrence and activity records;
- (iii) manage budgets and provisional costs;
- (iv) attend stakeholder meetings and ensure proper document control.

Health, Safety and Risk Management:

- (i) Ensure OHS compliance for personnel and vehicles;
- (ii) identify and mitigate site-specific risks (e.g., RFI restrictions, remote location);
- (iii) ensure emergency preparedness and liaison with external emergency services.

1.20 Reference Letters and Contract List

Bidders must submit a list of previous contracts undertaken within the past 5 years in which similar services were rendered, indicating the scope of work, contract value, duration, and client details for each contract listed. In addition, bidders shall submit a minimum of three (3) reference letters from clients for whom similar services in nature and scale were rendered, confirming the bidder's performance and capability.

Reference letters must be on the client's official letterhead, duly signed by an authorised representative, and must include valid contact details to enable verification. (See Annexure C)

Submission of the aforementioned list of contracts and reference letters is mandatory. Failure to submit any of these documents shall render the bid non-responsive, and the bid shall not be evaluated further. (See Annexure D)

1.21. South African Site Information and Instructions

Bidders must familiarise themselves with SKA-TEL-SKO-0001040 – South African Site Information and Instructions: SKA1_MID Part A and Part B – Site Information (**Annexure A**). This document highlights the obligations, requirements, policies, procedures and instructions that must be understood and complied with when travelling to, visiting, or involved in construction, contracted services or operational activities at the SKA1_MID site. Bidders should consider only those parts which may be applicable to the implementation of, or impact on, security issues.

BID SELECTION

STRUCTURE OF BID SUBMISSION

The requirement contained in Section 1 above is specific to the needs of security services required by SARAO at the Karoo Site for the 2027-2032 contract period. Please take note of the required structure of submitted bids:

ENVELOPE 1

Section A – Duly Completed SBD / Bid Regulatory forms (Contractual)

- SBD 1 Form – Invitation to Bid duly signed
- SBD 4 Form – Bidders Disclosure
- SBD 6.1 Form – Preferential Points Claim Form – Supporting documents to support the Specific Goal Points as per the BBBEE Score Card
- BBBEE Certificate, or sworn affidavit confirming annual turnover and level of black ownership, in the case of EMEs and QSEs
- Printout of bidder's Central Supplier Database (CSD) registration report, or CSD Number
- Audited Annual Financial Statements for the preceding 2 financial years

Section B – Company Profile and Details

Section C – All returnable documents

- C1 – Security Company PSIRA Registration Documents
- C2 – Confirmation Letter from SAPS NKP Head Office confirming application to be registered as a SKA NKP Security Service Provider
- C3 – All training accreditation and registration documentation
- C4 – A comprehensive proposal: this section provides the bidder the opportunity to explain and elaborate on how the service will be rendered based on the requirements contained in the bid, and to indicate areas the bidder believes will add value to the service rendered. Bidders are encouraged to elaborate on all requirements contained in Section 1 – Security Requirement.
- C5 – Duly completed Reference Letters as per the template provided Annexure C
- C6 – Duly completed list of projects for the last 5 years as per **Annexure D** provided
- C7 - Certificate of attendance of compulsory site tender briefing

ENVELOPE 2

Section D – Pricing Schedule and detailed explanation as to the schedule provided (see Part B.1 below).

- SBD 3.2 Form – Pricing

STAGE 1 - SUBMISSION OF RETURNABLE DOCUMENTS

NOTE:

- (1) All mandatory criteria must be complied with in order for bidders to qualify to the next stage of evaluation.
- (2) All SBD forms marked as mandatory must be completed and signed by bidders. However, SARAO may apply the discretion to allow bidders to complete and/or sign SBD forms not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable documents must be of a purely administrative nature, and may not pertain to the substance of the bid such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid, or their price or preference score.
- (3) Each member of a joint venture, or consortium must submit separate SBD 1, 4 and 6.1 returnable forms.

Document description	Weight (Mandatory/ Optional)	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Document Reference	SCM Verification (Yes/No)
BBBEE Certificate, or sworn affidavit confirming annual turnover and level of black ownership, in the case of EMEs and QSEs	Optional	Has the bidder submitted a valid BBBEE certificate or sworn affidavit in order to claim preference points for specific goals? Has the bidder submitted supporting documents to claim Specific Goal Points	Yes / No	Page 74	
Audited Annual Financial Statements for the preceding 2 financial years	Mandatory	Audited annual financial statements for financial year end 2024/ 2025 or latest. Must provide 2 preceding years	Yes/No	Page 31	
Printout of bidder's Central Supplier Database (CSD) registration report, or CSD Number	Mandatory	Is the bidder registered on the CSD?	Yes / No	Page 31	
SBD 1 Form (Invitation to Bid)	Mandatory	Has the bidder completed the SBD 1 form?	Yes / No	Page 6	
SBD 3.2 Form (Pricing Schedule) – submitted in a separate electronic folder	Mandatory	Has the bidder submitted its price offer for the services offered?	Yes / No	Page 67	

SBD 4 Form (Bidder's Disclosure)	Mandatory	Has the bidder completed the SBD 4 form? Has the bidder made any disclosure which would preclude it from responding to this bid?	Yes / No	Page 71	
SBD 6.1 Form (Preferential Points Claim Form)	Mandatory	Has the bidder completed the SBD 6.1 form?	Yes / No	Page 74	
SBD 1 Form (Bid signature)	Mandatory	Has the bidder confirmed, by signing this form, that its bid is validly submitted?	Yes / No	Page 78	
Certificate of Registration as a Security Service Provider with PSiRA	Mandatory	Has the bidder submitted a valid registration certificate from PSiRA indicating that it is an accredited Security Service Provider?	Yes/No	Page 31	
Confirmation Letter from SAPS NKP Head Office confirming application to be registered as a SKA NKP Security Service Provider	Mandatory	Has the bidder submitted a confirmation letter from SAPS as per the requirement from SAPS?	Yes/No	Page 31	
Certificate as an accredited training provider from SASSETA (In-House or Contracted)	Mandatory	Has the bidder submitted an accreditation certificate as a registered training provider from SASSETA as proof of accreditation to provide compulsory training as listed in the Security Requirement point 1.10 to security personnel?	Yes/No	Page 31	
Certificate / letter as proof of approval to provide training at a facility other than accredited training facility.	Mandatory	Has the bidder submitted a letter of approval from the SAPS for an identified facility other than the accredited training facility, where training will be conducted for this contract.	Yes/No	Page 31	
Letter / Certificate as proof of registration as <u>NKP training service provider</u> from the SAPS Head Office National Key Point Division	Mandatory	Has the bidder submitted proof of its registration as an NKP training service provider, as issued by SAPS Head Office (National Key Point Division)	Yes/No	Page 31	

<u>Additional</u> - Contract between security service provider and a training service provider – if an External Training Service Provider will be used to provide training	Mandatory	In the event where the bidder has NO in-house training service provider – the bidder must submit a contract with an accredited external service provider to provide the required training for the duration of the contract?	Yes/No	Page 31	
A comprehensive technical proposal addressing all aspects contained in Service Requirement of the Bid	Mandatory	Has the bidder submitted a comprehensive proposal explaining how they will provide the service and manage staff and other related matters as per the specification?	Yes/No	Page 31	
Three (3) reference letters must be provided (<u>indicating satisfactory services provided</u>) for projects rendering a NKP security service, covering approximately 15 deployment points distributed over approximately a 60km radius worked on in the last five (5) years	Mandatory	Has the bidder provided 3 reference letters as per or similar to the provided template on page 66 supporting satisfactory service for projects similar in nature to the service requirement?	Yes/No	Page 29	
Provide a list of at least five (5) projects completed within the last five (5) years involving NKP security services rendering a NKP security service, covering approximately 15 deployment points distributed over approximately a 60km radius worked on in the last five (5) years Use the template provided in– Annexure D)	Mandatory	Has the bidder provided a list of at least 5 projects worked on the last 5 years, similar in nature as per the provided template in Annexure D	Yes/No	Page 29	
Certificate of attendance of compulsory site tender briefing	Mandatory	Bidders must attend the compulsory site tender briefing to ensure that they familiarise themselves with conditions and provide informed responses to the Bid Specification	Yes/No	Tender Briefing Session	

STAGE 2 – FUNCTIONALITY EVALUATION CRITERIA

NOTE:

- (1) Failure by bidders to submit the evidence requested in this section, to demonstrate that they satisfy the functional requirements specified in this section, will result in disqualification.
- (2) No second opportunity will be given to submit evidence not submitted, except in the case (subject to the discretion of the NRF), where there is no competition (i.e. one bid is received) and therefore no prejudice will accrue to any other bidder.
- (3) Similarly, disqualification will result where the evidence submitted does not satisfy the assessment methodology for one or more of the functionality criteria.
- (4) The evaluation matrix below applies a Go/No-Go (pass/fail) methodology in place of a weighted numerical scoring scale. Each requirement below is assessed against a defined minimum acceptable standard. Bidders must achieve a “GO” outcome, supported by the specified documentary evidence, on every criterion. A “NO-GO” outcome on any single criterion - whether due to non-submission, insufficient evidence, or a response that does not credibly meet the standard – renders the bid non-responsive and excludes it from further evaluation.

	Requirement	Go / No-Go Standard (Minimum Acceptable Evidence to Pass)	Evidence Required	Outcome
SECTION B - CAPABILITY & CAPACITY				
1.1	Personnel Requirement - 81-person deployment per Table 4, 2-shift system, 5 reserve guards	Bidder demonstrates a sufficient staffing pool to meet the full 81-person, 2-shift deployment in Table 4, including a workable 5-guard reserve pool, supported by a credible recruitment and employment plan.	- Recruitment & Employment Plan; - Staffing Schedule; - Organisational Chart.	GO ☐ NO-GO ☐
1.2	Human Resource Management - payslips, union access, wage escalation (NBCPSS 2027-29, 6% assumption), AREA 1 rates, retention strategy	Bidder demonstrates organisational HR systems capacity to administer payroll, leave and union access compliantly, together with a credible staff retention strategy for the constrained local labour pool. (Pricing compliance with NBCPSS/AREA 1 rates is checked separately under the pricing schedule review.)	- HR Systems and Process Description; - Staff Retention Strategy. - Assessment of financial statements for cash flow to meet HR obligations	GO ☐ NO-GO ☐
1.3	Local Employment Requirement - 100% local staff recruitment / employment (Carnarvon, Williston, Van Wyksvlei, Brandvlei preference/Northern Cape)	Bidder demonstrates the capacity and access to source 100% of staff locally from within the defined catchment area, supported by a credible local recruitment pipeline.	- Local Sourcing Plan; - Evidence of Local Labour Pool Access. - Evidence to be provided of experience, competence and skills of proposed management team	GO ☐ NO-GO ☐

1.4	Established Local Security Office - admin/training office; lease within 1 month of award	Bidder demonstrates the capacity to secure and equip a compliant local office within one month of contract award.	- Proposed Office Location; - Description meeting operational and training requirements; - Lease Commitment Letter.	GO ☐ NO-GO ☐
1.5	Staff Transport & Patrol Vehicles - 1h30 drop-off limit, min. two 4x4 diesel patrol vehicles/shift, no trackers, safety equipment	Bidder's vehicle fleet and resources are sufficient to meet the 1h30 drop-off limit and minimum two 4x4 diesel patrol vehicles per shift across the site, with demonstrated maintenance/replacement capacity.	- Vehicle List; - Vehicle Deployment and Utilisation Strategy - Staff Transport – description of legally compliance to transport of shift deployment	GO ☐ NO-GO ☐
1.6	Equipment - ID badge, torch, handcuffs, baton/tonfa, pocket book per guard	Bidder demonstrates the capacity to procure and issue the full standard equipment set to every deployed guard.	- Equipment Issue List - Images of equipment to be deployed	GO ☐ NO-GO ☐
1.7	Compulsory Training - training audit, grade minimums, Unit Standards, refreshers, registered training facility	Bidder demonstrates organisational training capacity - accredited trainers and an ability to register Carnarvon training facility - sufficient to bring all staff to the required PSiRA grades and maintain refresher training.	- Training Audit Methodology and listed outcomes to be achieved with the audit; - Training Plan indicating compliance with ensuring all guards are trained as per the Grade requirement and NKP Standard; - Refresher Training Schedule - SAPS NKP Training Facility Registration Certificate.(Facility registered on another contract)	GO ☐ NO-GO ☐
1.8	Complete Compliance File (Annexure B)	Bidder provide clear and specific compliance-file methodology as to how compliance will be achieved	- Site Specific Health and Safety approach/plan - Pre-prepared site-specific reporting processes, procedures and templates	GO ☐ NO-GO ☐
1.9	Armed Specialised Rapid Response - 24-hour mobilisation, R1,000,000/annum provisional sum	Bidder demonstrates the capacity to mobilise armed, specialised personnel to site within the 24-hour notice requirement.	- Response Capability Description; - In-house Specialised Unit confirmation. - Tactical Equipment and Technology deployment with teams	GO ☐ NO-GO ☐

1.10	Experience - minimum 7 years' demonstrable NKP service experience	Bidder provides verified evidence of a minimum of 7 years' NKP service experience at a comparable scale. Unmet = automatic disqualification.	- Company History; - Verifiable NKP Contract Evidence.	GO ☐ NO-GO ☐
SECTION C - FUNCTIONALITY / METHODOLOGY				
1.11	Staff Uniform - 2x summer/2x winter sets annually, freezer jackets, thermal underwear	Bidder proposes an appropriate uniform methodology for climate extremes, with a clear and reliable annual issue/replacement approach.	- Uniform specification sheet and quality standard; - Photographic evidence of full uniform for deployment	GO ☐ NO-GO ☐
1.12	Registers - deployment point & management registers	Bidder proposes a sound register management methodology/process across all deployment and management points.	Register list and templates;	GO ☐ NO-GO ☐
1.13	Security Monitoring - Info Centre, ATC, SKAO Accommodation (dedicated guard + alarm systems)	Bidder proposes a sound risk assessment methodology and credible recommendations for maintaining/upgrading the installed alarm systems.	- Risk assessment methodology; - Operational plan and functions	GO ☐ NO-GO ☐
1.13.1	Live Patrol Monitoring System - 4 named facilities	Bidder's proposed Live Patrol Monitoring System deployment approach is clear, technically sound and feasible for all 4 named facilities.	- System deployment proposal: - Detailed description of system and operational functions - Management of system information	GO ☐ NO-GO ☐
1.14	Access Management Digital Scanning System - min. 2 devices/8 points + spares, OEM Wi-Fi/Bluetooth deactivation, end-to-end solution	Bidder proposes a technically complete end-to-end scanning/data-management solution covering devices, charging and database, meeting the minimum device/point ratio and OEM deactivation requirement.	- Technical solution description; - Equipment specification list - OEM deactivation confirmation;	GO ☐ NO-GO ☐
1.15	Cleaning & Sanitation - bidder-funded consumables for guard houses/offices	Bidder proposes an adequate, bidder-funded approach to maintaining clean, safe and hygienic guarding facilities.	- Service approach description. - Evidence of local sourcing of consumables	GO ☐ NO-GO ☐

STAGE 3 – PRICE AND PREFERENCE

Bids which meet the minimum requirements in Stage 2, will be evaluated on price and specific goals (Stage 3) as follows –

CRITERIA	POINTS
PRICE	90
SPECIFIC GOALS*	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

***Refer to page 74-77 for a guideline on how points will be allocated for specific goals.**

PART A.1 – BID PREPARATION

BIDDING INSTRUCTIONS	
1.	<u>Late bids</u>
1.1	Bids received after the closing time and/or date will not be considered.
2.	<u>Authority of bid signatory</u>
2.1	The bid must be signed by a person duly authorised to do so.
3.	<u>Clarification of the bid</u>
3.1	Bid enquiries may be directed, in writing, to – tender-enquiries@sarao.ac.za
3.2	Responses to bid enquiries will be provided in writing. If possible, responses will be sent to all prospective bidders.
3.3	The last date for the submission of enquiries shall be three (3) working days from the closing date of the tender.
4.	<u>Bid preparation costs</u>
4.1	Bidders will be responsible for all costs related to the preparation and submissions of their bids.
5.	<u>Tender Briefing Session and Site Visit</u>
5.1	Where applicable, the arrangements for a compulsory or non-compulsory tender briefing session and / or site visit are as stated in the Invitation to Tender.
5.2	Bidders should be represented by a person or persons who are suitably qualified and experienced to comprehend the tender requirements.
5.3	Where the briefing session or site visit is compulsory, bidders not represented at such briefing session or site visit will be precluded from submitting a bid.
6.	<u>Counter proposals</u>
6.1	No counter proposals will be accepted.
7.	<u>Alterations to the bid document</u>
7.1	Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by SARAO. Any alterations made to the content of this bid document other than those mandated by SARAO will result in tender disqualification.
8.	<u>Submitting a tender offer</u>
8.1	Bidders may submit one tender offer only, either as a single tendering entity or as a member of a joint venture or consortium, unless otherwise stated in this bid document.
8.2	Each party to a joint venture or consortium must individually complete and submit the SBD returnable forms included in this bid document.
8.3	Bidders must return all returnable documents and forms after completing them in their entirety, preferably electronically, or by writing legibly in non-erasable ink.
8.4	The bid document must be submitted in its entirety.
9.	<u>Alternative Tender Offers</u>
9.4	For the purposes of this Tender, no alternative bid offers will be accepted.
10.	<u>Clarification of bidder's tender offer after submission</u>

10.1	Bidders may be required to clarify aspects of their tender offer during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices, or correction of arithmetical errors by the adjustment of certain rates or item prices (or both).
10.2	No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.
11.	<u>Provide Other Material</u>
11.1	Upon written request by SARAO, bidders must submit any other material deemed to have a bearing on the tender offer, the bidder's commercial position, client reference letters, referencing arrangements, or samples of materials, considered necessary to evaluate the tender.
11.2	Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the request, the tender offer may be regarded as non-responsive.
11.3	Bidders shall provide, on written request -
11.3.1	For companies statutorily required to prepare annual financial statements, audited annual financial statements for the preceding 3 years, or any other period specified;
11.3.2	Particulars of any contracts awarded to the bidder by an organ of state during the preceding five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
11.4	Bidders must cooperate with any external service provider appointed by SARAO to conduct a due diligence review and risk assessment of any such bidder's tender submission, upon receipt of such written instruction.
12.	<u>Tender Offer Validity</u>
12.1	Bidders must hold their tender offers valid, irrevocable and open to acceptance by SARAO for a period of 90 days from the closing date of the tender.
12.2	Bidders must, if requested by SARAO, consider extending the tender validity period for an additional period, with or without any conditions attached to such extension.
12.3	The maximum extension of the tender validity period shall not exceed an additional 90 days.
12.4	In the event that the tender validity period expires before the tender is awarded, the tender process will be considered to have been completed, despite there being no decision having been made, and will be treated as a "non-award."
12.5	Bidders may request, in writing, and after the tender closing date, that its tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of SARAO after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in such written request for withdrawal.
13.	<u>Two envelope system</u>
13.1	The two-envelope system will be applied to this tender.
13.2	All tender submissions must be submitted in separate electronic folders for the administrative and technical proposal; and for the price offer.
13.3	Bidders must ensure that they do not include any pricing details in the folder containing the administrative and technical proposal, as SARAO reserves the right to disqualify such bids.
14.	<u>Central Supplier Database Registration</u>
14.1	No award may be made to a bidder who is not registered with the National Treasury Central Supplier Database (CSD).
14.2	Bidders not registered with CSD are not precluded from submitting bids, but must be registered prior to award of the tender.
15.	<u>Tax Compliance Status</u>
15.1	No award will be made to any bidder whose tax matters have not been declared to be compliant by the South African

	Revenue Services (SARS).
15.2	Each party to a joint venture, consortium or partnership must comply with the above requirement.
15.3	At the point of award, the preferred bid will be disqualified if the bidder is not tax compliant, and fails to ensure tax compliance within a minimum of 7 days of notification, or within such extended time-frame as may be granted by SARAO in writing.
16.	<u>Invalid bids</u>
16.1	Tenders shall be invalid if –
16.1.1	In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer.
16.1.2	The bidder is listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
16.2	The bidder has been restricted from doing business with any Organ of state.
17.	<u>Negotiations with Preferred Bidders</u>
17.1	SARAO may negotiate the final terms of a contract with bidders identified through the competitive bidding process as preferred bidders, provided that such negotiations -
17.1.1	Do not allow any preferred bidder a second or unfair opportunity to amend their bid offer;
17.1.2	Do not prejudice any other bidder; and
17.1.3	Do not result in a higher price than originally offered.
17.2	If negotiations do not result in acceptable contract terms with the highest ranked bidder ² , SARAO may terminate the negotiations and cancel the tender, or begin negotiations with one or more of the remaining preferred bidders in order of their ranking. The original preferred bidder should be informed of the reasons for termination of the negotiations.
17.3	Minutes of all negotiations must be kept for record purposes.
17.4	The tender must be cancelled in the event that negotiations fail to achieve a reasonable, market-related price.
18.	<u>Cancellation of the bid prior to award</u>
18.1	SARAO reserves the right to cancel this bid at any time before award, where -
18.1.1	Due to changed circumstances there is no longer a need for the services specified in this tender.
18.1.2	Funds are no longer available to cover the total envisaged expenditure for the project.
18.1.3	No bids meet the required specifications.
18.1.4	There is a material irregularity in the tender process.
19.	<u>Non-disclosure</u>
19.1	SARAO shall not disclose to any external party, information relating to the evaluation and adjudication of tender offers, including any recommendation for the award of the tender, until after the award of the contract.
20.	<u>Tender Award</u>
20.1	The tender will be awarded to the bidder with the highest combined score for price and preference, unless other objective criteria, specified in the tender document, applies.
20.2	The award will be subject to final verification of the bidder's tax compliance status.
21.	<u>Notice to Successful and Unsuccessful Bidders</u>

² Price and preference ranking

21.1	The successful bidder must be notified in writing, of the applicable delegated authority's decision to accept its tender offer, subject to the conclusion of a contract between SARAO and the successful bidder.
21.2	Following the notice in clause 21.1 above, unsuccessful bidders must be informed of the outcome of the tender process, and upon request, provide reasons for the non-acceptance of any such tender offer.
22.	<u>Collusion, fraud and corruption</u>
22.1	Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in disqualification of the bid concerned.
22.2	SARAO would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.
23.	<u>Fronting</u>
23.1	SARAO supports Government's Broad-based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, SARAO condemns any form of fronting.
23.2	SARAO's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.
23.3	Should SARAO have reasonable grounds to suspect any form of fronting, the bidder in question will be notified and given 7 days from the date of notification to provide evidence refuting the finding of fronting.
23.4	Should the bidder be unable to satisfactorily refute such finding, SARAO reserves the right to disqualify the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury to restrict the bidder from conducting business with the public sector for a period not exceeding 10 years, and exercise any other available remedies.
24.	<u>Disclaimers</u>
24.1	SARAO has produced this document in good faith. SARAO, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. SARAO has no liability towards the bidders in connection therewith.

PART B – THE CONTRACT

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract must be cross-referenced against the General Conditions of Contract (GCC). The Special Conditions of Contract qualify or augment specific clauses of the GCC, or introduce new contract terms and conditions not included in the GCC.

1	Definitions
<i>The definitions in (and any obligation, undertaking or requirement set out in any other Clause in furtherance thereto in the Agreement) Clauses 1.9, 1.10, 1.16, 1.17 and 1.18 shall not be applicable to this Agreement.</i>	
Substitute Clause 1.20 with the following:	
1.20	“Client Premises” means the sites, primary location of work and or premises of the Client where the Services will be rendered by the Contractor in terms of this Agreement, as described in the Bid Document.
Substitute Clause 1.21 with the following:	
1.21	“Client” means the purchaser being the South African Radio Astronomy Observatory (SARAO), a business unit of the NRF.
Substitute Clause 1.24 with the following:	
1.24	“Services” means the security services rendered by the Contractor to the Client at the Client’s Premises, as agreed herein, utilizing the Contractor’s personnel and equipment.
Add the following clauses after Clause 1.25:	
1.26	“Agents” means any person or party a Party may appoint as agent, professional adviser, contractor, supplier, sub-contractor, each aforementioned acting strictly in the course and scope of its obligations towards a Party, or any affiliate of either Party.
1.27	“Agreement” means the Contract being the Bid Document, including these Special Conditions of Contract; the Contractor’s bid and price submission in response to Bid Ref: NRF/SARAO SKAR/17/2026-27 ; and any Annexures, Schedules or Addendums referred to herein.
1.28	“Annexures”, “Schedules” and “Addendums” means any document of the aforesaid description reduced to writing and signed by the Parties, which is from time to time incorporated in this Agreement. These documents may be amended in writing by mutual agreement between the Parties.
1.29	“Bid document” means the bid document issued by the Client on DATE, with Reference Number, NRF/SARAO SKAR/17/2026-27 .
1.30	“Commencement Date” means, notwithstanding the signature date of this Agreement, is anticipated to commence on 1 February 2027.
1.31	“Contractor” means the supplier or service provider being the provider of the services, with whom the Agreement is concluded.
1.32	“Loss” means loss, injury, death and/or damage.
1.33	“Material breach” means a breach by either Party of a material obligation, imposed on such Party in terms of this Agreement, which breach deprives the other Party of such reasonable benefits or caused or may cause harm to any such Party’s interests.
1.34	“NRF” means the National Research Foundation, a statutory entity established in terms of the National Research Foundation Act 23

	of 1998.
1.35	“The Initial Period” means the five (5) year duration of the Agreement from Commencement Date, excluding any extension period as may be agreed upon by the Parties.
1.36	“Personnel” means either Party’s, as the context may indicate, directors, employees, officers, each aforementioned acting strictly in the course and scope of its employment towards a Party, or Agents.
1.37	“Third Party” means any person or party which is not a Party to this Agreement.
Substitute Clause 3 in its entirety with the following:	
3	Duration and Commencement
3.1	This Agreement shall commence on the Commencement Date and shall continue for the Initial Period, unless terminated by either Party in accordance with Clauses 22A, 23, 23A, 23B and 25 below.
3.2	The Client reserves the option to extend the Agreement for an additional period, the duration of which will be determined at the point of extension.
3.3	Should the Client wish to exercise the option to renew the Agreement, the Client will give the Contractor a minimum of six (6) months’ prior notice, in writing, of the intention to renew.
3.4	The Agreement renewal will become effective once accepted by the Contractor, and approved by the NRF delegated authority.
3A	The Contractor’s Obligations
3A.1	The Contractor agrees, undertakes, covenants and warrants (all where applicable) to, <i>inter alia</i> : -
3A1.1	provide uniformed and properly equipped Personnel;
3A1.2	provide, after reasonable and diligent vetting and enquiries, qualified Personnel who have successfully undergone and passed required training courses;
3A1.3	perform the Services in accordance with the service specifications as detailed in the Bid Document, and in accordance with the Agreement and good industry practice applicable from time to time;
3A1.4	subject to Clauses 22A, 23, 23A, 23B and 25, it will complete and deliver the Services within the Initial Period, or any extended period thereof in terms of Clause 3.3 and 3.4;
3A1.5	fully co-operate with and give every reasonable assistance to the Client to enable any claim which may be threatened, made or brought against the Client arising out of this Agreement to be investigated;
3A1.6	comply with all reasonable and lawful instructions from the Client, within the scope of the services;
3A1.7	impose any penalty for delay as due by the Contractor under Clause 22 by it issuing a credit note to the Client. The Contractor hereby consents to such amounts being deducted from any payment to the Contractor by the Contractor issuing a credit note against an affected invoice. Any delay by the Contractor in issuing a credit note within the time period agreed to by both Parties, shall result in the Client deducting the amount from any amounts due to the Contractor. For the avoidance of doubt, should the Contractor’s aforementioned delay result in a deduction of any agreed to penalty, any such deduction for purposes of this Agreement shall be limited to and apply only to deduction of penalties pursuant to a delay by the Contractor set out in Clause 22 and for no other matter under or in connection with this Agreement.
3A1.8	put into effect and maintain insurance of, as a minimum -
3A1.8.1	negligent advice (errors and omissions) insurance with cover of at least R10 000 000,00;

3A1.8.2	general public liability insurance cover of at least R10 000 000,00, for a single calendar year.
3B	The Client's Obligations
3B.1	The Client agrees, undertakes, covenants and warrants (all where applicable) that, <i>inter alia</i> -
3B1.1	it will allow the Contractor and its Personnel reasonable access to the Client's Premises and such facilities, as required by the Contractor, to ensure the Contractor fulfils its obligations in terms of this Agreement, and shall allow the Contractor and its Personnel to interview and take statements from the Client and its Personnel, by prior arrangement and on prior written notice to the Client;
3B1.2	it will advise the Contractor of any change to its processes or circumstances which are relevant to the provision of the Services by the Contractor in writing immediately once it becomes aware of such change. The aforesaid includes current and future circumstances which, given the Client's knowledge of the Services, may make the performance of such Services by the Contractor and its Personnel more difficult or dangerous;
3B1.3	the Services provided in terms of this Agreement are not risk free and are complimentary to, and not an alternative to insurance cover, and it is therefore incumbent upon the Client to adequately insure the Client Premises, its business, property and assets;
3B1.4	it will fully co-operate with and give every reasonable assistance to the Contractor to enable any claim which may be threatened, made or brought against the Contractor arising out of this Agreement to be investigated;
3B1.5	It may arrange meetings with the Contractor, as and when required during the course of the contract, to establish that the Services are being performed in compliance with this Agreement;
3B1.6	It will evaluate the Contractor's performance on the contract, from time to time during the course of the Agreement, against the expected outcomes and deliverables in terms of this Agreement;
3B1.7	It will make payment to the Contractor for the performance of the Services as set out herein within thirty (30) days after receipt of an invoice from the Contractor, paid free from set-off, deduction or arbitrary withholding;
3B1.8	it will notify the Contractor of any dishonest, wrongful or negligent (gross or otherwise) act or omission of the Contractor's Personnel in connection with the Services as soon as reasonably possible after the Client becomes aware of the same.
3C	Primary location of work
3C.1	The Services will be provided at the Client's Premises.
7.	Performance security
Clause 7 in its entirety shall not be applicable to this Agreement.	
11	Insurance
Substitute Clause 11.1 in its entirety with the following:	
11.1	Without limiting the obligations of the Contractor in terms of this contract, the Contractor shall affect and maintain the following additional insurances:
11.1.1	Negligent advice (errors and omissions) and general public liability insurance to the value of at least R10 000 000,00;
11.1.2	Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Contractor's broker or the insurance company itself.
11.1.3	The Contractor shall be obliged to furnish the Client with proof of such insurance as the Client may require from time to time for the duration of this Agreement.
16.	Payment
Add the following clause after Clause 16.4:	
16.5	The Contractor's invoices must meet the following minimum requirements:

16.5.1	reference the purchase order number as issued to the Contractor by the Client;										
16.5.2	include a statement of account;										
16.5.3	include detailed line items as specified in purchase order;										
16.6	invoices must be accompanied by the signature of the Client's authorised representative, confirming performance/delivery in accordance with prescribed quality and/or quantity in terms of this Agreement, and that amounts claimed are accordance with this Agreement and any purchase orders issued in terms thereof.										
16.7	Radio Equipment Deposit, Repairs, Replacement, Replenishment and Account Treatment										
16.7.1	Deposit Requirement Prior to commencement of the contract, the Contractor shall pay to the Client a Radio Equipment Deposit in the amount specified in the Contract Price Schedule. The deposit serves as security for the proper care, maintenance, repair, and replacement of all radios and related communication equipment issued to the Contractor for operational use. The Radio Equipment Deposit will be held in a non-interest-bearing account for the duration of the contract.										
16.7.2	Use of Deposit for Repairs and Replacement The Client may utilise the Radio Equipment Deposit to cover the costs of repairs, component replacement, or full replacement of radios that are damaged, lost, stolen, or rendered inoperable due to negligence, misuse, or failure to comply with operational requirements. All deductions shall be supported by appropriate documentation, including repair quotations, replacement invoices, or loss/damage reports.										
16.7.3	Replenishment of Deposit Should the Radio Equipment Deposit be fully utilised or fall below the minimum balance required before the end of the contract period, the Contractor shall, within seven (7) calendar days of written notification, top up the deposit to its original value. Failure to replenish the deposit within the prescribed period shall constitute a material breach of the contract and may result in suspension of services or any other remedy available to the Client.										
16.7.4	Refund of Deposit At the end of the contract period, the remaining balance of the Radio Equipment Deposit, after deduction of all verified repair or replacement costs, shall be refunded to the Contractor within thirty (30) days, subject to the return of all radios in good working condition.										
17	Prices										
Add the following clause after clause 17.1:											
17.2	The contract price quoted by the Contractor is required to remain firm for the Initial Period, subject to such adjustments as are specified in the Bid Document, and subject to any change in the scope of the services or Agreement which results in a change in the contract price, such scope change having been agreed to by both Parties.										
21	Delays in Contractor's Performance										
21.6	Clause 21.6 in its entirety shall not be applicable to this Agreement.										
22	Penalties										
Substitute Clause 22.1 in its entirety with the following:											
22.1	Subject to Clause 25 and excluding any act or omission of the Client or Third Party(ies) that cause or contribute to a failure of Services, if the Contractor fails to perform any or all of the Services within the period(s) specified in the Agreement, the Client shall, without prejudice to its other remedies under the Agreement, apply the following penalties –										
	<table><tr><td>Performance Measured</td><td>being</td><td>Measurement Methodology</td><td>Penalty Trigger</td><td>Penalty</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	Performance Measured	being	Measurement Methodology	Penalty Trigger	Penalty					
Performance Measured	being	Measurement Methodology	Penalty Trigger	Penalty							

Provision of uninterrupted Services, as stipulated in this Bid Document, for the Initial Period.	Deployment of Services at identified security deployment points per 12-hour shift on a 24/7 basis per required complement as per table 4 in requirement to SARAO/SKAO facilities in the Karoo in and near Carnarvon, Northern Cape	For reasons directly attributable to Contractor and/or the Contractor's Personnel, which reasons are not related to emergency ³ , any of the designated Client's Premises are left unguarded and without the full complement of security guards required in terms of this Agreement.	Unguarded premises or incomplete security complement - > 1 hour – R500 per hour > 12 hours – R1000 per hour => 24 hours – R25 000 per day per post; and the Client shall send a formal written notice to the Contractor to remedy the default within 3 hours of the shift, failing which Clause 22A of this Agreement will be invoked.
Implementation of an annual training plan to ensure compulsory training of the Contractor's Personnel.	Training as per the requirements of PSIRA and the SAPS National Key Point HQ Directorate	The Contractor's Personnel are not trained during the course of the contract, as required by this Agreement	Non- compliance of trained personnel - 5 % of personnel complement per annum = 2% of monthly invoice until compliance of trained personnel is achieved with proof of compliance Non- compliance of trained personnel - 15 % of personnel complement per annum = 5% of monthly invoice, until compliance of trained personnel is achieved with proof of compliance In the event where more than 15% of personnel complement is not trained in the required compulsory training programmes, it would be deemed as non-performance. Contractor to remedy the default within 2 months failing which Clause 22A will be triggered.
Compliance with requirements contained in Annexure B – Compliance Checklist	Mandatory compliance elements, including administrative and legal appointments, PSIRA and security-specific documentation, SKA-Mid/MeerKAT site requirements, risk assessments, SOPs, training and competency records, emergency and medical provisions, PPE, incident and OHS records, equipment and vehicle inspections, environmental conduct	Non-Compliance with 15% of the listed criteria as set out in Annexure B	Non-compliance with 15% of the mandatory criteria in Annexure B, SARAO may issue a formal non-performance warning and require corrective action within 5 days; Non-compliant personnel will be removed from site, and the contractor will be compelled to maintain service delivery in full accordance with the required personnel standards. A financial penalty equal to

³ Within the context of this bid, an emergency means a situation requiring immediate action in order to prevent a dangerous or perilous condition or risky situation, or misery or defect, provided that the situation was unforeseen, e.g., the possibility of human injury or death

		procedures, and ongoing audit and compliance obligations.		10% of the monthly invoice will be imposed and remain in effect until full corrective action and compliance have been achieved.
	Compliance with the NKP Regulations ⁴ Regarding the Appointment of Guards by Owners of National Key Points and the Powers of Such Guards (dated 19 April 1985) promulgated in terms of the National Key Points Act (alternatively Critical Infrastructure Protection Act, 2019 (Act No. 8 of 2019 & Regulations if enacted)	The Contractor must ensure that the Services are at all times during the contract, conducted in compliance with the NKP Regulations required by this Agreement.	The Contractor or the Contractor's Personnel breaches any of the applicable provisions of the NKP Regulations required by this Agreement.	Over and above penalties that may be imposed by the Minister in terms of the Regulations, required by this Agreement, the Client will impose the following penalties in the event of breach of the NKP Regulations – R500 per day until the breach is remedied. Where a breach persists for more than 3 days, SARAO shall send a formal written notice to the Contractor to remedy such breach within the period specified in Clause 22A.1, failing which Clause 22 A.2 will be invoked.
22A	Breach of Contract			
Insert a new clause numbered Clause 22A, as follows:				
22A.1	If a Party commits a Material Breach of any provision of this Agreement, and the breach is capable of remedy, the other Party may call in writing on the Party in breach to remedy the breach within a period of 5 (five) days from receipt of such notification.			
22A.2	If the breach remains unremedied after the aforesaid notice period has expired, the Party calling on the Party in breach will be entitled, but not compelled, to either terminate this Agreement with immediate effect by written notice to the Party in breach and without prejudice to any of its rights to recover direct loss or direct damage or demand specific performance by the Party in breach.			
22A.3	It is further recorded that in the event of any of the Contractor's Personnel misbehaving in any manner which is not acceptable to the Client, such misbehaviour shall not constitute a breach of this Agreement and the Contractor undertakes, subject to a written request from the Client detailing proper and due reasons, to remove such personnel from the Client's Premises, provided that such behaviour or acts of the Contractor's Personnel are not in direct contravention of any obligation placed on the Contractor in terms of this Agreement.			
23	Termination for Default			
Substitute Clause 23.1 in its entirety with the following:				
23.1	Either Party shall have the right, without prejudice to its other rights and remedies, to terminate this Agreement forthwith by written notice to the other Party if such other Party-			
23.1.1	commits a Material Breach of any provision of this Agreement, and the breach is incapable of remedy;			
23.1.2	is unable to pay its debts or becomes commercially insolvent or commits any act of insolvency;			
23.1.3	is the subject of any order made or a resolution passed for the administration, winding-up or dissolution for reasons or purposes other than a solvent amalgamation or restructuring;			
23.1.4	has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;			

⁴ Specifically, Regulations 6(2), 7(2)-(4), 8, 10(2)(b), 12, 13, 14, 15, 18 and 19(3)

23.1.5	enters into or proposes any composition or arrangement with its creditors generally;
23.1.6	files and/or receives an application or resolution for business rescue and/or is placed under business rescue pursuant to the sections of the Companies Act, No. 71 of 2008;
23.1.7	is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction?
Add the following new clause after Clause 23.1:	
23.2	Should this Agreement be terminated only in respect of any one or more Services as provided for herein for any reason, this Agreement shall, unless otherwise mutually agreed to in writing between the Parties, remain in full force and effect in respect of the remainder of Services as set out in this Agreement.
In light of the addition of a new Clause 23.2, the original Clauses 23.2 – 23.7 shall be renumbered as Clauses 23.3 – 23.8 and “terminates” in 23.3 and 23.4 amended to “terminates for default”.	
Add the following clauses after Clause 23 -	
23A	Termination after the expiry of the Initial Period
23A.1	In the event of the Client intending to terminate the Agreement after the expiry of the Initial Period, the Client shall issue the Contractor with a termination notice at least six (6) months before the expiry of the Initial Period of its intention to terminate.
23B	Termination by Agreement
23B.1	In the event of either Party intending to terminate this Agreement other than in the circumstances stipulated in Clauses 22A, 23, 23A and 25, such Party shall seek consent, in writing, from the other Party, which consent shall not be unreasonably withheld.
23B.2	The Party intending to terminate the Agreement as envisaged in Clause 23B.1 shall seek consent, provided that the request to terminate has been approved in writing by the other Party, and the Agreement shall not be terminated less than six (6) months from the date of such written approval being given.
25	Force Majeure
Substitute Clause 25 in its entirety with the following -	
25.1	Neither Party shall be liable, or liable for failure to perform its obligations, under this Agreement if the failure results from any Force majeure event.
25.2	In the event of a force majeure event, the Party whose performance is affected by such event shall promptly notify the other Party in writing of such event, and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall use its best endeavours to seek all reasonable alternative means for performance not prevented by the Force majeure event.
25.3	Should any Force majeure event persist for a continuous period of one (1) month, either Party shall have the right to terminate the Agreement with immediate effect.
28	Limitation of Liability
Substitute Clause 28 in its entirety with the following -	
28.1	Notwithstanding anything to the contrary elsewhere indicated, stated or provided for although subject always to Clause 28.2 below, the Parties agree and the Client and NRF (hereinafter individually and or collectively referred to as “the Client”) acknowledge that: -
28.1.1	the function of the Services provided by the Contractor is to minimise, and not eliminate or prevent, the risk of Loss to property or person. The Contractor will use all reasonable endeavours to minimise Loss to the Client but gives no warranty and has made no representation that the Services or the Contractor's personnel will be able to eliminate any such Loss;
28.1.2	the Contractor shall be liable to the Client for Loss (from whatsoever cause arising and whether delictual or contractual) sustained by the Client only if such Loss is sustained as a direct proven result of the negligence, wilful act or wilful omission to act of the Contractor or its Personnel, and any liability which the Contractor does incur to the Client under or in connection with this Agreement shall be

	limited to, and shall in no circumstances whatsoever exceed the total contract price under this Agreement. Thus, the total amount that can be claimed by the Client from the Contractor for the duration of this Agreement is equal to, in aggregate, the total contract price under this Agreement;
28.1.3	under no circumstances whatsoever shall the Contractor be liable for any indirect, special, incidental, punitive or consequential Loss (from whatsoever cause arising and whether delictual or contractual), under or in connection with this Agreement;
28.1.4	where the Client or the Client's Personnel (including Third Party Suppliers or Contractors) is reasonably suspected of having been involved, by collusion or otherwise, in any claim, the Contractor's maximum liability shall not exceed fifty percent (50%) of the total amount claimed;
28.1.5	the Contractor and the Contractor's Personnel shall not be liable to the Client or the Client's Personnel in any circumstances or to any extent whatsoever in respect of any Loss unless written notice of a claim is received by the Contractor within seven (7) days of the discovery by the Client or the Client's Personnel of the Loss alleged to give rise to any such claim;
28.1.6	the Services are rendered to the Client in respect of the Client Premises and the assets of the Client, or the assets of Third Parties held on their behalf by the Client only and do not extend to any portion of the Client Premises which are occupied by Third Parties nor to the assets of Third Parties otherwise than as contemplated herein unless specifically agreed to in writing between the Parties.
28.2	In the event that the Contractor performs a risk analysis of the Client Premises, property or person and recommends or suggests preventative measures to the Client to address such risks ("risk analysis") or the Contractor provides a written copy of the risk analysis to the Client within a reasonable period after finalizing the risk analysis then neither the Contractor nor the Contractor's Personnel shall be liable to the Client, the Client's Personnel or any Third Party for any Loss whether direct, indirect, special, incidental, punitive or consequential and the Client hereby indemnifies and agrees to hold the Contractor and its personnel harmless in respect of all claims emanating from, caused by or arising out of any such Loss to the extent that same is attributable to the failure by the Client or its personnel to address or rectify any of the risks identified in the risk analysis.
28.3	This clause 28 shall survive completion, termination or cancellation of this Agreement for whatsoever reason or cause.
31	Notices
<i>Substitute Clause 31 in its entirety with the following -</i>	
31.1	Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
31.1.1	Hand delivered – on the day of delivery;
31.1.2	Registered mail – five (5) working days after mailing;
31.1.3	Email – after it has been sent
<i>Add the following clauses after clause 34 -</i>	
35	Whole Agreement
35.1	The Agreement between the Parties shall inter alia comprise of the following documents –
35.1.1	the Bid Document;
35.1.2	these Special Conditions of Contract, as renegotiated by the Parties
35.1.3	the Contractor's bid submission in response to Bid Ref: NRF/SARAO SKAR/17/2026-27;
35.1.4	the Contractor's bid price submission in response to Bid Ref: NRF/SARAO SKAR/17/2026-27.
35.1.5	any Annexures, Schedules or Addendums referred to in the abovementioned documents.
35.2	In the event of a conflict between the General Conditions of Contract and the Special Conditions of Contract, the latter will prevail.

35.3	The Agreement documentation as referred to in Clause 35.1 above, subject to Clause 35.2 above, supersedes and replaces any prior arrangements, agreements and understandings of any nature whatsoever that may exist between the Parties with regards to any aspect, matter or thing referred to herein and shall be the sole recordal device of the Parties' rights and obligations <i>vis-à-vis</i> each other, in relation to the subject matter hereof.
36	Occupational Health and Safety when working on SARAO sites
36.1	The Contractor's personnel performing work at the Client's Premises as part of this Agreement are required to undergo safety induction.
36.2	Over and above the obligations required by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, ('the Act'), the Contractor will be required to comply with all relevant health and safety written instructions given to them by the Client's site safety Personnel, where relevant. Personal protection equipment, including closed safety shoes, hard hats, height safety equipment, and high visibility vests must be worn at all times while on the work site. The Contractor's Personnel are to obey all reasonable instructions, including signage, related to restricted access and speed limits on the Client Premises.
36.3	The Contractor, once signing the Agreement, is responsible for itself, its employees, and all persons affected by its operations in terms of the Act and regulations promulgated in terms thereof. The Contractor must perform all work and use equipment on site in compliance with the provisions of the Act.
36.4	Where applicable, the Contractor must submit its Letter of Good Standing in terms of the COID Act to the Client, and must ensure that it remains valid for the Initial Period.
36.5	Where applicable, the Contractor must maintain a health and safety plan complying with the requirements of the Act at the Client Premises during the period that the Services are rendered at the Client's Premises.
36.6	The Client will manage the Contractor in its capacity to execute this Agreement to meet the provisions of the Act and the Regulations promulgated in terms thereof. The Contractor shall accept liability for any contraventions of the Act. Each member of the Contractor's team (including Personnel), must submit a signed indemnity form prior to entering the Client's Premises, which must be kept in the appointed bidder's health and safety file.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

GCC 1	Definitions – The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods

	produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Client Premises" means the sites, primary location of work and or premises of the Client where the Services will be rendered by the Contractor in terms of this Agreement, as described in the Bid Document.
1.21	"Client" means the purchaser being the South African Radio Astronomy Observatory (SARAO), a business unit of the NRF..
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means the security services rendered by the Contractor to the Client at the Client's Premises, as agreed herein, utilizing the Contractor's personnel and equipment.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
1.26	"Agents" means any person or party a Party may appoint as agent, professional adviser, contractor, supplier, sub-contractor, each aforementioned acting strictly in the course and scope of its obligations towards a Party, or any affiliate of either Party.
1.27	"Agreement" means the Contract being the Bid Document, including these Special Conditions of Contract; the Contractor's bid and price submission in response to Bid Ref: NRF/SARAO SKAR/17/2026-27; and any Annexures, Schedules or Addendums referred to herein
1.28	"Annexures", "Schedules" and "Addendums" means any document of the aforesaid description reduced to writing and signed by the Parties, which is from time to time incorporated in this Agreement. These documents may be amended in writing by mutual agreement between the Parties
1.29	"Bid document" means the bid document issued by the Client on DATE, with Reference Number, NRF/SARAO SKAR/17/2026-27

1.30	"Commencement Date" means, notwithstanding the signature date of this Agreement, ENTER.
1.31	"Contractor" means the supplier or service provider being the provider of the services, with whom the Agreement is concluded
1.32	"Loss" means loss, injury, death and/or damage
1.33	"Material breach" means a breach by either Party of a material obligation, imposed on such Party in terms of this Agreement, which breach deprives the other Party of such reasonable benefits or caused or may cause harm to any such Party's interests.
1.34	"NRF" means the National Research Foundation, a statutory entity established in terms of the National Research Foundation Act 23 of 1998
1.35	"The Initial Period" means the five (5) year duration of the Agreement from Commencement Date, excluding any extension period as may be agreed upon by the Parties
1.36	"Personnel" means either Party's, as the context may indicate, directors, employees, officers, each aforementioned acting strictly in the course and scope of its employment towards a Party, or Agents
1.37	"Third Party" means any person or party which is not a Party to this Agreement.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	Duration and Commencement
3.1	This Agreement shall commence on the Commencement Date and shall continue for the Initial Period, unless terminated by either Party in accordance with Clauses 22A, 23, 23A, 23B and 25 below.
3.2	The Client reserves the option to extend the Agreement for an additional period, the duration of which will be determined at the point of extension.
3.3	Should the Client wish to exercise the option to renew the Agreement, the Client will give the Contractor a minimum of six (6) months' prior notice, in writing, of the intention to renew.
3.4	The Agreement renewal will become effective once accepted by the Contractor, and approved by the NRF delegated authority
3A	The Contractor's Obligations
3A.1	The Contractor agrees, undertakes, covenants and warrants (all where applicable) to, inter alia: -
3A1.1	provide uniformed and properly equipped Personnel;
3A1.2	provide, after reasonable and diligent vetting and enquiries, qualified Personnel who have successfully undergone and passed required training courses;
3A1.3	perform the Services in accordance with the service specifications as detailed in the Bid Document, and in accordance with the Agreement and good industry practice applicable from time to time;
3A1.4	subject to Clauses 22A, 23, 23A, 23B and 25, it will complete and deliver the Services within the Initial Period, or any extended period thereof in terms of Clause 3.3 and 3.4;
3A1.5	fully co-operate with and give every reasonable assistance to the Client to enable any claim which may be threatened, made or brought against the Client arising out of this Agreement to be investigated;
3A1.6	comply with all reasonable and lawful instructions from the Client, within the scope of the services;
3A1.7	impose any penalty for delay as due by the Contractor under Clause 22 by it issuing a credit note to the Client. The Contractor hereby consents to such amounts being deducted from any payment to the Contractor by the Contractor issuing a credit note against an affected invoice. Any delay by the Contractor in issuing a credit note within the time period agreed to by both Parties, shall result in the Client deducting the amount from any amounts due to the Contractor. For the avoidance of doubt, should the Contractor's aforementioned delay result in a deduction of any agreed to penalty, any such deduction for purposes of this Agreement shall be limited to and apply only to deduction of penalties pursuant to a delay by the Contractor set out in Clause 22 and for no other matter under or in connection with this Agreement.

3A1.8	put into effect and maintain insurance of, as a minimum – 3A.1.8.1 negligent advice (errors and omissions) insurance with cover of at least R50 000 000,00; 3A.1.8.2 general public liability insurance cover of at least R50 000 000,00, for a single calendar year.
3B	The Client's Obligations
3B.1	The Client agrees, undertakes, covenants and warrants (all where applicable) that, inter alia -
3B1.1	it will allow the Contractor and its Personnel reasonable access to the Client's Premises and such facilities, as required by the Contractor, to ensure the Contractor fulfils its obligations in terms of this Agreement, and shall allow the Contractor and its Personnel to interview and take statements from the Client and its Personnel, by prior arrangement and on prior written notice to the Client;
3B1.2	it will advise the Contractor of any change to its processes or circumstances which are relevant to the provision of the Services by the Contractor in writing immediately once it becomes aware of such change. The aforesaid includes current and future circumstances which, given the Client's knowledge of the Services, may make the performance of such Services by the Contractor and its Personnel more difficult or dangerous;
3B1.3	the Services provided in terms of this Agreement are not risk free and are complimentary to, and not an alternative to insurance cover, and it is therefore incumbent upon the Client to adequately insure the Client Premises, its business, property and assets;
3B1.4	it will fully co-operate with and give every reasonable assistance to the Contractor to enable any claim which may be threatened, made or brought against the Contractor arising out of this Agreement to be investigated;
3B1.5	It may arrange meetings with the Contractor, as and when required during the course of the contract, to establish that the Services are being performed in compliance with this Agreement;
3B1.6	It will evaluate the Contractor's performance on the contract, from time to time during the course of the Agreement, against the expected outcomes and deliverables in terms of this Agreement;
3B1.7	It will make payment to the Contractor for the performance of the Services as set out herein within thirty (30) days after receipt of an invoice from the Contractor, paid free from set-off, deduction or arbitrary withholding;
3B1.8	it will notify the Contractor of any dishonest, wrongful or negligent (gross or otherwise) act or omission of the Contractor's Personnel in connection with the Services as soon as reasonably possible after the Client becomes aware of the same.
3C	Primary location of work
3C.1	The Services will be provided at the Client's Premises.
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
5.5	Confidentiality – National Key Point Information
5.5.1	The Employee/Contractor shall not disclose or publish, by any means, any information relating to (a) the security measures or incidents at the Key Point (s10(2)(c) of the National Key Points Act 102 of 1980); or (b) the composition, duties, movement, deployment or methods of security guards at the Key Point (reg 19(1)(d) of the Regulations), except where legally obliged to do so, authorised by the Minister or the Owner, or strictly necessary for performance of their duties.

5.5.2	The Employee/Contractor acknowledges that unauthorised disclosure constitutes a statutory offence under s10(2)(c) of the Act and/or reg 19(3)(e) of the Regulations, and constitutes grounds for summary termination under reg 8(1)(d).
5.5.3	This clause survives termination of this agreement for as long as the site remains a declared National Key Point or Critical Infrastructure
5.5.4	Should the National Key Points Act be repealed and the site subsequently declared critical infrastructure under CIPA, the confidentiality obligations in clause 5.5.1 and 5.5.2 shall, from the date of such re-declaration, apply mutatis mutandis to information relating to the security measures of the critical infrastructure contemplated in section 26(1)(a) and (b) of CIPA, in substitution for the corresponding provisions of the National Key Points Act.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing

9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
GCC11	Insurance
11.1	Without limiting the obligations of the Contractor in terms of this contract, the Contractor shall effect and maintain the following additional insurances:
11.1.1	Negligent advice (errors and omissions) and general public liability insurance to the value of at least R10 000 000,00;
11.1.2	Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Contractor's broker or the insurance company itself.
11.1.3	The Contractor shall be obliged to furnish the Client with proof of such insurance as the Client may require from time to time for the duration of this Agreement.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
16.5	The Contractor's invoices must meet the following minimum requirements:
16.5.1	reference the purchase order number as issued to the Contractor by the Client;
16.5.2	include a statement of account;
16.5.3	include detailed line items as specified in purchase order;
16.6	invoices must be accompanied by the signature of the Client's authorised representative, confirming performance/delivery in accordance with prescribed quality and/or quantity in terms of this Agreement, and that amounts claimed are accordance with this Agreement and any purchase orders issued in terms thereof.
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
17.1	The contract price quoted by the Contractor is required to remain firm for the Initial Period, subject to such adjustments as are specified in the Bid Document, and subject to any change in the scope of the services or Agreement which results in a change in the contract price, such scope change having been agreed to by both Parties
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract

GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
GCC22	Penalties
22.1	Subject to Clause 25 and excluding any act or omission of the Client or Third Party(ies) that cause or contribute to a failure of Services, if the Contractor fails to perform any or all of the Services within the period(s) specified in the Agreement, the Client shall, without prejudice to its other remedies under the Agreement, apply the following penalties –
GCC23	Termination for default
23.1	23.1 Either Party shall have the right, without prejudice to its other rights and remedies, to terminate this Agreement forthwith by written notice to the other Party if such other Party- 23.1.1 commits a Material Breach of any provision of this Agreement, and the breach is incapable of remedy; 23.1.2 is unable to pay its debts or becomes commercially insolvent or commits any act of insolvency; 23.1.3 is the subject of any order made or a resolution passed for the administration, winding-up or dissolution for reasons or purposes other than a solvent amalgamation or restructuring; 23.1.4 has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets; 23.1.5 enters into or proposes any composition or arrangement with its creditors generally; 23.1.6 files and/or receives an application or resolution for business rescue and/or is placed under business rescue pursuant to the sections of the Companies Act, No. 71 of 2008; 23.1.7 is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.
23.2	Should this Agreement be terminated only in respect of any one or more Services as provided for herein for any reason, this Agreement shall, unless otherwise mutually agreed to in writing between the Parties, remain in full force and effect in respect of the remainder of Services as set out in this Agreement.
23.3	In the event the purchaser terminates for default the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.4	Where the purchaser terminates for default 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.

23.5	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.6	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.7	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 the name and address of the supplier and / or person restricted by the purchaser; 23.6.2 the date of commencement of the restriction 23.6.3 the period of restriction; and 23.6.4 the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
23.8	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
23 A	Termination after the expiry of the Initial Period
23A.1	In the event of the Client intending to terminate the Agreement after the expiry of the Initial Period, the Client shall issue the Contractor with a termination notice at least six (6) months before the expiry of the Initial Period of its intention to terminate.
23B	Termination by Agreement
23B.1	In the event of either Party intending to terminate this Agreement other than in the circumstances stipulated in Clauses 22A, 23, 23A and 25, such Party shall seek consent, in writing, from the other Party, which consent shall not be unreasonably withheld.
23B.2	The Party intending to terminate the Agreement as envisaged in Clause 23B.1 shall seek consent, provided that the request to terminate has been approved in writing by the other Party, and the Agreement shall not be terminated less than six (6) months from the date of such written approval being given.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC25	Force Majeure
25.1	Neither Party shall be liable, or liable for failure to perform its obligations, under this Agreement if the failure results from any Force majeure event.
25.2	In the event of a force majeure event, the Party whose performance is affected by such event shall promptly notify the other Party in writing of such event, and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its

	obligations under the contract as far as is reasonably practical, and shall use its best endeavours to seek all reasonable alternative means for performance not prevented by the Force majeure event.
25.3	Should any Force majeure event persist for a continuous period of one (1) month, either Party shall have the right to terminate the Agreement with immediate effect.
GCC26	Settlement of disputes
26.1	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.
26.2	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.
26.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
264	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 26.4.1 The appointment of a mediator and the procedure thereof shall be agreed upon by the parties. 26.4.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.
26.5	Notwithstanding any reference to mediation and/or court proceedings herein, 26.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 26.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC27	Limitation of liability
28.1	Notwithstanding anything to the contrary elsewhere indicated, stated or provided for although subject always to Clause 28.2 below, the Parties agree and the Client and NRF (hereinafter individually and or collectively referred to as "the Client") acknowledge that: 27.1.1 the function of the Services provided by the Contractor is to minimise, and not eliminate or prevent, the risk of Loss to property or person. The Contractor will use all reasonable endeavours to minimise Loss to the Client but gives no warranty and has made no representation that the Services or the Contractor's personnel will be able to eliminate any such Loss; 27.1.2 the Contractor shall be liable to the Client for Loss (from whatsoever cause arising and whether delictual or contractual) sustained by the Client only if such Loss is sustained as a direct proven result of the negligence, wilful act or wilful omission to act of the Contractor or its Personnel, and any liability which the Contractor does incur to the Client under or in connection with this Agreement shall be limited to, and shall in no circumstances whatsoever exceed the total contract price under this Agreement. Thus, the total amount that can be claimed by the Client from the Contractor for the duration of this Agreement is equal to, in aggregate, the total contract price under this Agreement; 27.1.3 under no circumstances whatsoever shall the Contractor be liable for any indirect, special, incidental, punitive or consequential Loss (from whatsoever cause arising and whether delictual or contractual), under or in connection with this Agreement; 27.1.4 where the Client or the Client's Personnel (including Third Party Suppliers or Contractors) is reasonably suspected of having been involved, by collusion or otherwise, in any claim, the Contractor's maximum liability shall not exceed fifty percent (50%) of the total amount claimed; 27.1.5 the Contractor and the Contractor's Personnel shall not be liable to the Client or the Client's Personnel in any circumstances or to any extent whatsoever in respect of any Loss unless written notice of a claim is received by the Contractor within seven (7) days of the discovery by the Client or the Client's Personnel of the Loss alleged to give rise to any such claim; 27.1.6 the Services are rendered to the Client in respect of the Client Premises and the assets of the Client, or the assets of Third Parties held on their behalf by the Client only and do not extend to any portion of the Client Premises which are occupied by Third Parties nor to the assets of Third Parties otherwise than as contemplated herein unless specifically agreed to in writing between the Parties.
27.2	In the event that the Contractor performs a risk analysis of the Client Premises, property or person and recommends or suggests

	preventative measures to the Client to address such risks ("risk analysis") or the Contractor provides a written copy of the risk analysis to the Client within a reasonable period after finalizing the risk analysis then neither the Contractor nor the Contractor's Personnel shall be liable to the Client, the Client's Personnel or any Third Party for any Loss whether direct, indirect, special, incidental, punitive or consequential and the Client hereby indemnifies and agrees to hold the Contractor and its personnel harmless in respect of all claims emanating from, caused by or arising out of any such Loss to the extent that same is attributable to the failure by the Client or its personnel to address or rectify any of the risks identified in the risk analysis.
27.3	This clause 28 shall survive completion, termination or cancellation of this Agreement for whatsoever reason or cause.
GCC28	Governing language
28.1	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.
GCC29	Applicable law
29.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC30	Notices
30.1	Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when: 31.1.1 Hand delivered – on the day of delivery; 31.1.2 Registered mail – five (5) working days after mailing; 31.1.3 Email – after it has been sent
GCC31	Taxes and duties
31.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
31.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
33.3	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.
GCC32	National Industrial Participation Programme
32.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC33	Prohibition of restrictive practices
33.1	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).
33.2	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.
GCC34	34 Whole Agreement

34.1	The Agreement between the Parties shall inter alia comprise of the following documents – 35.1.1 the Bid Document; 25.1.2 these Special Conditions of Contract, as renegotiated by the Parties 35.1.3 the Contractor's bid submission in response to Bid Ref: NRF/SARAO SKAR/17/2026-27; 35.1.4 the Contractor's bid price submission in response to Bid Ref: NRF/SARAO SKAR/17/2026-27. 35.1.5 any Annexures, Schedules or Addendums referred to in the abovementioned documents. 35.2 In the event of a conflict between the General Conditions of Contract and the Special Conditions of Contract, the latter will prevail. 35.3 The Agreement documentation as referred to in Clause 35.1 above, subject to Clause 35.2 above, supersedes and replaces any prior arrangements, agreements and understandings of any nature whatsoever that may exist between the Parties with regards to any aspect, matter or thing referred to herein and shall be the sole recordal device of the Parties' rights and obligations vis-à-vis each other, in relation to the subject matter hereof.
GCC35	Occupational Health and Safety when working on SARAO sites
35..1	The Contractor's personnel performing work at the Client's Premises as part of this Agreement are required to undergo safety induction.
35.2	Over and above the obligations required by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, ('the Act'), the Contractor will be required to comply with all relevant health and safety written instructions given to them by the Client's site safety Personnel, where relevant. Personal protection equipment, including closed safety shoes, hard hats, height safety equipment, and high visibility vests must be worn at all times while on the work site. The Contractor's Personnel are to obey all reasonable instructions, including signage, related to restricted access and speed limits on the Client Premises.
35.3	The Contractor, once signing the Agreement, is responsible for itself, its employees, and all persons affected by its operations in terms of the Act and regulations promulgated in terms thereof. The Contractor must perform all work and use equipment on site in compliance with the provisions of the Act.
35.4	Where applicable, the Contractor must submit its Letter of Good Standing in terms of the COID Act to the Client, and must ensure that it remains valid for the Initial Period.
35.5	Where applicable, the Contractor must maintain a health and safety plan complying with the requirements of the Act at the Client Premises during the period that the Services are rendered at the Client's Premises.
35.6	The Client will manage the Contractor in its capacity to execute this Agreement to meet the provisions of the Act and the Regulations promulgated in terms thereof. The Contractor shall accept liability for any contraventions of the Act. Each member of the Contractor's team (including Personnel), must submit a signed indemnity form prior to entering the Client's Premises, which must be kept in the appointed bidder's health and safety file.

SBD 7.2 - CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS

PART 1 (TO BE FILLED IN BY THE BIDDER)

- | | |
|-----|--|
| 1. | I hereby undertake to supply all or any of the goods described in the attached bidding documents to the South African Radio Astronomy Observatory, in accordance with the requirements and specifications stipulated in bid number NRF/SARAO SKAR/17/2026-27 at the price/s quoted. My offer shall remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid. |
| 2. | The following documents shall be deemed to form, and be read and construed as part of this Agreement: |
| 2.1 | The Bid Document (Ref No. NRF/SARAO SKAR/17/2026-27), including the Special Conditions of Contract (SCC); |
| 2.2 | The Contractor's bid submission in response to Bid Ref. NRF/SARAO SKAR/17/2026-27; |
| 2.3 | The Contractor's bid price in response to Bid Ref. NRF/SARAO SKAR/17/2026-27; |
| 2.4 | Any Annexures, Schedules or Addendums referred to in the abovementioned documents. |
| 3. | I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. |
| 4. | I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. |
| 5. | I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid. |
| 6. | I confirm that I am duly authorised to sign this contract. |

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

.....

.....

DATE:

SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER (SARAO))

1. I,, in my capacity as accept your bid under Reference Number: NRF/SARAO SKAR/17/2026-27 for the supply of the goods indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice, accompanied by a delivery note.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	CONTRACT DURATION	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)
Appointment of Registered National Key Point Security Service Provider for SARAO/SKAO Facilities in the Karoo in and near Carnarvon, Northern Cape for a period of five (5) years		5 years		N/A

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)
SIGNATURE
OFFICIAL STAMP
DATE

WITNESSES

.....
.....
DATE:

PART B.1 – PRICING

PRICING INSTRUCTIONS

1.	Applicable Currency: All prices shall be quoted in South African Rand.
2.	Completion of Pricing Schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the SARAO issued pricing schedule.
3.	Applicability of Quoted Prices: All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.
4.	Total Bid Cost: Prices quoted must be inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods.
5.	Fixed Price Bid: All prices quoted must be fixed for the duration of the contract, subject to point 6 below.
6.	Vehicle Operating Cost, Kilometre Reconciliation & Fuel Price Adjustment - Baseline Kilometre Assumption and Billing For costing and evaluation purposes, each vehicle is estimated to travel 12 000 km per month. This figure is used solely to establish a comparable baseline for pricing. Billing, however, shall be based strictly on actual kilometres travelled per vehicle. - Six-Monthly Kilometre Reconciliation A reconciliation of actual kilometres travelled per vehicle will be conducted every six months. Any over- or under-recovery identified during the reconciliation will be reflected in the billing for the month immediately following the reconciliation. - Base Fuel Price: The base fuel price for the contract is the DMR-published inland diesel price for 0.005% (50 ppm) diesel. While the indicative rate is currently estimated at R26.50 per liter, the actual base fuel price applicable to the contract will be the DMR-published price for the month in which the contract commences. - Annual Review of Base Fuel Price: The base fuel price will be reviewed annually as per the published DMR price for the duration of the contract, with the revised base price taking effect on the first day of each new contract year. - Fuel Price Adjustment Mechanism - Should the DMR-published diesel price deviate—increase or decrease—by more than 5% from the base fuel price at any point during the contract period, either party may issue written notice requiring a review of the vehicle running cost component of the contract price. - The adjustment shall be calculated by applying the percentage change in the DMR-published diesel price to the fuel cost component only of the contract price. - Non-fuel cost components shall not be adjusted under this mechanism
7.	Exchange Rate Fluctuations: Where imported goods or services are to be supplied, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated.
8.	Pricing schedule must be submitted:

	Pricing Schedule for 5-year contract, estimated to commence 1 February 2027 to 31 January 2032	
9.	AREA classification as per the Security Regulator in terms of salary scales for the categories of guards employed in that area. <u>AREA 1</u> Salary Scales SHALL BE applicable for this bid.	
10.	Annual Salary Increase – refer to instructions in bid document in Part A Service Speciation	
11.	Bidders to provide for undeclared public holidays outside of the normal holiday calendar to accommodate for public holidays declared for elections or other as determined. Costing to be included as a separate cost item	
12.	Bid Price Calculation: Estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.	

BID PRICE SCHEDULE (SBD 3.2)

(Submit pricing in separate electronic folder)

PRIMARY PRICING SCHEDULE (FIVE -YEAR CONTRACT)

Pricing Schedule (5 Year Contract)										
Item Nr	Description	Criteria	QTY'S	Unit Price	Cost per Month	Total costs per year (5-year CONTRACT)				
						Year 1	Year 2	Year 3	Year 4	Year 5
1	PERSONNEL COSTS									
1.1	Managing Coordinator	1 x full time	1							
1.2	Control Officers Grade A	2 x full time	2							
1.3	Supervisors (Site & EOC) Grade A	4 Supervisors / shift	12							
1.4	Security Officers Grade C	22 guards /shift	66							
2	VEHICLE OPERATING COSTS									
2.1	Patrol Vehicles 4x4	12 000km per vehicle/ month	2							
2.2	Staff Transporters	12 000km per vehicle/ month	2							

Pricing Schedule (5 Year Contract)										
Item Nr	Description	Criteria	QTY'S	Unit Price	Cost per Month	Total costs per year (5-year CONTRACT)				
						Year 1	Year 2	Year 3	Year 4	Year 5
2.3	Vehicle Management	12 000km per vehicle/ month	1							
4	OTHER COSTS									
4.1	Monthly Alarm Monitoring (per site:)									
4.1.1	SARAO Info Centre	per site/per month	1							
4.1.2	SARAO ATC		1							
4.1.3	SKAO Accommodation		1							
4.2	Security Systems Once Off (Repair & Maintenance)									
4.2.1	SARAO Info Centre	PROVISIONAL SUM per site/annually	1							
4.2.2	SARAO ATC		1							
4.2.3	SKAO Accommodation		1							

Pricing Schedule (5 Year Contract)										
Item Nr	Description	Criteria	QTY'S	Unit Price	Cost per Month	Total costs per year (5-year CONTRACT)				
						Year 1	Year 2	Year 3	Year 4	Year 5
4.3	Live Patrol Monitoring System (SARAO Info Centre, ATC, SKAO Accommodation & Klerefontein EOC)									
4.3.1	SARAO Info Centre	per site/per month	1							
4.3.2	SARAO ATC		1							
4.3.3	SKAO Accommodation		1							
4.3.4	Klerefontein EOC		1							
4.4	Cleaning & Sanitation Consumables (guard houses & security offices)	Lump sum/month								
4.5	Access Management Digital Scanning & Data Management System (8 control points, min. 2 devices/point)	SUM /monthly								
4.6	Annual SAPS NKP Shooting Competition (team travel, accommodation, meals & equipment)	PROVISIONAL Sum/ Annually								

Pricing Schedule (5 Year Contract)										
Item Nr	Description	Criteria	QTY'S	Unit Price	Cost per Month	Total costs per year (5-year CONTRACT)				
						Year 1	Year 2	Year 3	Year 4	Year 5
4.7	Armed Specialised Rapid Response	Fixed PROVISIONAL Sum for contract period				R 5 000 000.00				
4.8	Public Holidays – Personnel Cost	Public holidays outside of the normal holiday calendar – Provisional Sum/Annually	2							
Sub-Total						R	R	R	R	R
VAT (15%)						R	R	R	R	R
Total incl. VAT						R	R	R	R	R

PART C – RETURNABLE FORMS

SBD 4 BIDDER'S DISCLOSURE																							
1.	PURPOSE OF THE FORM																						
1.1	Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.																						
2.	BIDDER'S DECLARATION																						
2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ⁵ in the enterprise, employed by the State?	YES / NO																					
2.1.1	If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below -																						
	<table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Name of State Institution</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Full Name	Identity Number	Name of State Institution																		
Full Name	Identity Number	Name of State Institution																					
2.2	Do you, or any person connected with the bidder, have a relationship with any person employed by the procuring entity?	YES / NO																					
2.2.1	If so, furnish particulars:																						

⁵ The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3	Does the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?	YES / NO
2.3.1	If so, furnish particulars:	
3.	DECLARATION	
I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect -		
3.1	I have read and understand the contents of this disclosure;	
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;	
3.3	The 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 ⁶ will not be construed as collusive bidding.	
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.	
3.5	There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.	
3.6	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.	
CERTIFICATION		

⁶ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT MY BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Date

.....
Signature

.....
Position

.....
Name of bidder

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:
- | | POINTS |
|--|------------|
| PRICE | 90 |
| SPECIFIC GOALS | 10 |
| Total points for Price and SPECIFIC GOALS | 100 |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation,

- and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P}{P} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P}{P} \right)$$

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

Table 1: Specific goals for the tender and points claimed are indicated per the table below and is based on B-BBEE Status Level of Contribution of the Bidder.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

Specific Goals	Number of points allocated (90/10system) (R50 000 000 and above)	Number of points claimed system) (To be completed by the tenderer)
B-BBEE Level of Contributor⁷: Maximum Score: 2 points		
Level 1 - Level 3	2	
Level 4 - Level 6	0	
Level 7 - Level 8	0	
Ownership⁸: Maximum Score: 8 points		
Bidder is at least 51% Black-owned	1	

⁷ To claim points, bidders must submit their B-BBEE certificates, or in the case of EMEs and QSEs, sworn affidavits confirming annual turnover and level of black ownership. B-BBEE certificates and sworn affidavits submitted must be valid, i.e. not have expired

⁸ To claim points, bidders must submit their B-BBEE certificates, or in the case of EMEs and QSEs, sworn affidavits confirming annual turnover and level of black ownership

Bidder is at least 51% Black female-owned	1	
Bidder is at least 51% Black youth-owned	1	
Bidder is at least 51% owned by people with disabilities	1	
Support for SMMEs ⁹ : Maximum Score: 2 points		
Bidder is an Exempted Micro Enterprise (EME)	1	
Bidder is a Qualifying Small Enterprise (QSE)		
Community Development: Maximum Score: 2 points		
Direct Job Creation ¹⁰ ; or	2	
Local sourcing ¹¹		
Enterprise and Supplier Development: Maximum Score: 4 points		
Number of ESD beneficiaries ¹² , or	1	
Investment in ESD ¹³		
TOTAL POINTS OBTAINED	10	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 TYPE OF COMPANY/ FIRM

⁹ To claim points, bidders must submit their EME or QSE sworn affidavits confirming annual turnover and level of black ownership.

¹⁰ Proof of direct job creation as a result of the awarded contract. To claim points, bid responses must include a plan on direct job(s) (skilled, semi-skilled and unskilled) to be created as a result of the awarded contract. The plan must form part of the contract if the bidder is successful.

¹¹ A plan on direct investment in local sourcing from local community during the contract period. To claim points, bid responses must include a plan on direct investment in local sourcing from the local community where the bidder has its registered office, or where the services will be delivered. The plan must form part of the contract if the bidder is successful.

¹² To claim points, bid responses should include one or more of the following documents -

- (i) A signed confirmation letter from a minimum of two (2) ESD beneficiaries supported by the bidder in the last three years. The CIPC registration documents, and B-BBEE certificate or sworn affidavit (B-BBEE) of the ESD beneficiary(ies) must be submitted; and/or
- (ii) A signed undertaking listing a minimum of one (1) ESD beneficiaries to be developed during the contract period, should the bidder be successful. A signed undertaking to be submitted by the bidder and will be monitored for performance during the contract period.

¹³ To claim points, bid responses must include:

- (i) A documentation of the Rand value invested in ESD beneficiaries in the last 3 years. Bidder to submit a signed confirmation letter from the ESD beneficiary(ies).
- (ii) An ESD plan detailing the Rand Value to be invested in ESD beneficiary(ies) during the contract period of the bid under consideration. A signed undertaking to be submitted by the bidder which will be monitored for performance during the contract period.

• Partnership/Joint Venture / Consortium	• Personal Liability Company
• One-person business/sole propriety	• (Pty) Limited
• Close corporation	• Non-Profit Company
• Public Company	• State Owned Company

[TICK APPLICABLE BOX]

5.4 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME: DATE: ADDRESS:

BID SIGNATURE (SBD 1)

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

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

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

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

Signature of bidder:

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

LIST OF ANNEXURES

Annexure Number	Annexure Title
A	SKA-TEL-SKO-0001040 – South African Site Information and Instructions: SKA1_MID Part A and Part B – Site Information
B	Compliance Checklist
C	Template Reference Letters
D	Template Contract List
E	Figure 1 – Illustration of Estimated Distances – A4 Size
F	Figure 2 – Security personnel deployment Areas – A4 Size