National Research Foundation | SARAO South African Radio Astronomy Observatory

Bid Invitation

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

Bid Number: NRF/SARAO SRFI/27/2026-27

SUPPLY AND DELIVERY OF A HIGH-POWER RATED POWER AMPLIFIER

ATTENTION – FRAUD ALERT

The NRF would never accept 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.

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INVITATION TO BID (SBD 1)	
Tender No.:	NRF/SARAO SRFI/27/2026-27
Tender Description:	SUPPLY AND DELIVERY OF A HIGH-POWER RATED POWER AMPLIFIER
Compulsory Briefing Session:	N/A
Register of Prospective Bidders:	**Register your interest in this tender by completing the form contained in the Link below as soon as possible following the tender advert date, 3 November 2026.** **This will enable SARAO to contact you regarding any matter pertaining to the tender, during the advert period.** Register here: https://docs.google.com/forms/d/e/1FAIpQLSfkHlAUNKSeIrszUo7MKJg-joY7qWSigBAS85nX_qL7RmuPZQ/viewform?usp=publish-editor
Closing Date and Time:	Friday, 27 November 2026 at 12.00PM
Bid Submission:	Bids must be submitted using the National Treasury e-submission portal. Link - https://admin.etenders.gov.za//Identity/Account/Login?ReturnUrl=%2F/
Instructions for Bid Submission:	Go to the National Treasury e-tender website [https://admin.etenders.gov.za//Identity/Account/Login?ReturnUrl=%2F/]. Log in to the portal using your Central Supplier Database (CSD) login details. Browse opportunities and search using the Tender Number [NRF/SARAO SICT/XX/2026-27]. Download and read all documents pertaining to the tender carefully. Prepare your submission. Apply for the tender and upload your submission to the portal before the closing date. Save confirmation/reference number. **Guide for e-submissions:** https://www.youtube.com/watch?v=x9DDXBTUOAw **Note:** Bids submitted using any other method than that prescribed above will not be accepted.

SUMMARY OF BID REQUIREMENTS	
Procurement Strategy:	Two Envelope System
Bid Validity Period (from date of tender closure):	Ninety (90) days

BIDDER 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 FOR FOREIGN BIDDERS	
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, to the correct address. Late bid will not be accepted for consideration.
2.	All bids must be submitted on the forms provided, in the manner prescribed in the bid document. The bid document may not be re-typed.
3.	This tender is subject to the Tender Document herein, including the Service Specifications, the National Treasury General Conditions of Contract, 2010 (GCC), the Special Conditions of Contract, the Preferential Procurement Policy Framework

	Act (2000) and any other applicable legislative requirements, and any Annexures, Schedules or Addendums referred to in the abovementioned documents. These documents shall form the contract between the NRF and the appointed bidder, subject to clause 35 of the Special Conditions of Contract.
4.	Bidders must complete and sign Part 1 of the SBD 7.2 Contract Form. Part 2 of the form will be counter-signed by the delegated NRF official, upon award of the tender to the appointed bidder.

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.	In lieu of a CSD number, for tax verification, bidders must 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.	For consortia and joint ventures, each party to the consortium or joint venture 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: Email: tender-enquiries@sarao.ac.za.

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

A1. INTRODUCTION TO THE NRF

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

A2. BACKGROUND TO SARAO

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

A3. PROJECT BACKGROUND

The SARAO RFI team is the current operational management entity of the commercial Electromagnetic compatibility (EMC) test facility in Grabouw. The test facility is the only test facility in South Africa that is capable of performing radiated susceptibility to the MIL-STD-461 highest target level, which is 200V/m from 2 MHz to 18 GHz. Currently, we have a limitation on the specific frequency of 80MHz to 1GHz as the previously used amplifier is out of service due to being 30+ years old and unsupported, and the smaller SARAO-owned 200 W power amplifier is not sufficient to provide the desired target levels. Requests for these tests are frequent, almost 70% of the time, and currently, tests are being done at a much lower level in this frequency range than required.

One of the goals of the management of the facility is to get its procedures and equipment capabilities up to standard in order to ensure SANSA accreditation for full compliance measurements.

Therefore, we require a new high-power amplifier with a frequency range of 80MHz-1GHz to complete the capability of the entire frequency range of 2MHz to 18GHz radiated susceptibility test.

A4. DETAILED EQUIPMENT SPECIFICATIONS	
1.	**Power Amplifier (x1)**
1.1	Functional and performance baseline requirements for the power amplifier. The power amplifier must -
1.1.1	Have an operational frequency of 80MHz to 1GHz
1.1.2	Have a minimum output power of 1000W over entire operational frequency
1.1.3	Have a 3-phase power supply connection (220V-240V & 50Hz)
1.1.4	Have a maximum power consumption of 10 kW.
1.1.5	Have a lowest acceptable mismatch tolerance of 90%
1.1.6	Have a maximum of +- 3dB gain variation
1.1.7	Have a gain-adjustable range of at least 20dB
1.1.8	Have automatic gain control functionality
1.1.9	Handle a continuous-wave, amplitude-modulated, or pulse-modulated input signal.
1.1.10	Have an N-type RF input and sample connectors
1.1.11	Have an 7/16 DIN-type RF output connector
1.1.12	Have internal cooling/fans included
1.1.13	Built-in fault monitoring, logging and protection
1.1.14	Low system noise.
2.	**Useability**
2.1	The power amplifier must -
2.1.1	Have controller software for digital monitoring
2.1.2	Have the appropriate interface such as GPIB or Ethernet for digital monitoring
2.1.3	Be rack-mounted unit or a desktop instrument type
2.1.4	Have its own transit, protective case
3.	**Documentation and Warranty**
3.1	One manual must be supplied, consisting of:

3.1.1	User guide
3.1.2	Troubleshooting guide
3.2	Certificate of Calibration
3.3	3-year warranty
4.	**Delivery**
4.1	Packaging should indicate fragile equipment for transport as per OEM requirements
4.2	Provide estimated lead time with quotation. Maximum lead -time of 5 months
4.2	Delivery must be to: SARAO, Liesbeek House, River Park Liesbeek Parkway, Settlers Way, Mowbray, Cape Town, 7705
4.3	Delivery must be during SARAO operational hours, from 08.00 to 16.00 on week days.

A5. BID SELECTION

STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND FORMS

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 preference score in Stage 3 of bid selection.

(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	Grading Scheme	Document Reference	BEC Verification
ADMINISTRATIVE RETURNABLES					
SBD1 Form (Invitation to Bid)	**Mandatory**	Has the bidder completed the SBD 1 form?	YES/NO	Page 3-5	YES/NO
SBD 3.1 Form (Pricing Schedule)	**Mandatory**	Has the bidder submitted its price offer for the services offered?	YES/NO	Page 48	YES/NO

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 tender?	YES/NO	Page 24-26	YES/NO
SBD 6.1 Form (Preferential Points Claim Form)	**Mandatory**	Has the bidder completed the SBD 6.1 form?	YES/NO	Page 27-30	YES/NO
RETURNABLES PERTAINING TO THE CLAIMING OF PREFERENCE POINTS					
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 its valid B-BBEE certificate or EME/QSE sworn affidavit, in order to satisfy specific goals for - (i) B-BBEE level of contributor; (ii) Ownership; and (iii) Support for SMMEs in order to claim preference points in Stage 3 of Bid Selection?	YES/NO	Pages 17-18 & 27-30	YES/NO

Evidence of direct job(s) (skilled, semi-skilled or unskilled) created in the last three (3) years.	**Optional**	Has the bidder submitted evidence of its having directly created skilled, semi-skilled or unskilled jobs, in the last three years, in order to satisfy the specific goal of 'community development' and claim preference points in Stage 3 of Bid Selection?	YES/NO	Pages 17-18 & 27-30	YES / NO
Evidence of bidder's investment in Enterprise and Supplier Development (ESD)	**Optional**	Has the bidder submitted evidence of its investment in ESD in the form of a documentation of the Rand value invested in ESD beneficiaries in the last 3 years, in order to satisfy the specific goal of "Enterprise and Supplier Development" and claim preference points in Stage 3 of Bid Selection? *** A signed confirmation letter from the ESD beneficiary(ies) must be submitted.	YES/NO	Pages 17-18 & 27-30	YES/NO

STAGE 2 – FUNCTIONALITY EVALUATION CRITERIA

NOTE:

(1) Failure by bidders to submit the evidence requested in this section, 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.

Functional Requirement	Weight (Mandatory/Optional)	Evidence required	Assessment	Document Reference	BEC Verification
TECHNICAL CRITERIA					
Bidders must provide datasheets that meet the requested performance requirements (cross reference specifications with datasheet document for easy assessment)	Mandatory	Datasheets match the product specifications as defined in this bid document The Compliance Matrix in **SCHEDULE A** below (Page 15) must be completed by bidders.	YES/NO		

The Compliance Matrix in **SCHEDULE A** below (Page 15) must be completed by bidders	**Mandatory**	Returned, completed Compliance Matrix Completed datasheet must indicate 'comply' for all mandatory requirements / specifications	YES/NO		
CAPABILITY CRITERIA					
Bidder's capability to supply measurement equipment, e.g. power amplifiers	**Mandatory**	Provide reference letters (two or more letters) from previous customers to whom the bidder has supplied measurement equipment	YES/NO		
HAS THE BIDDER COMPLIED WITH ALL THE MANDATORY EVALUATION CRITERIA IN THIS STAGE?			**YES – PASS TO PRICING**	**NO – DISQUALIFIED**	

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SCHEDULE A – COMPLIANCE MATRIX

Req. No.	Description	Comply	Does not Comply	Priority	Comments
1.1.1	Frequency Range of 80MHz to 1GHz			Mandatory	
1.1.2	Minimum output Power 1000W			Mandatory	
1.1.3	3-phase Power supply			Mandatory	
1.1.4	Max power consumption of 10kW			Mandatory	
1.1.5	90% mismatch tolerance			Mandatory	
1.1.6	Max +- 3dB gain variation			Mandatory	
1.1.7	Adjustable gain range of at least 20dB			Mandatory	
1.1.8	Automatic gain control functionality			Mandatory	
1.1.9	Handle CW, AM or PM input signal			Mandatory	
1.1.10	N-type RF input and sample connector			Mandatory	
1.1.11	7/16 DIN-type RF output connector			Mandatory	
1.1.12	Internal cooling/Fans			Mandatory	
1.1.13	Fault monitoring, logging and protection			Mandatory	
1.1.14	Low system noise			Optional	
2.1.1	Controller software for digital monitoring			Mandatory	
2.1.2	Communication interface			Mandatory	
2.1.3	Rack-mounted or desktop instrument type			Mandatory	
2.1.4	Transit case			Mandatory	
3.1	Manual			Mandatory	
3.2	Calibration Certificate			Mandatory	
3.3	3-year Warranty			Mandatory	

4	Delivery requirements as per section 4 on page 8.			Mandatory	

STAGE 3 – PRICE AND PREFERENCE

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

CRITERIA	POINTS
PRICE	80
PREFERENCE	20
TOTAL POINTS FOR PRICE AND PREFERENCE MUST NOT EXCEED	100

** PRICE AND PREFERENCE POINTS ALLOCATION

PRICE

Bid prices are compared using the following formula - Ps = 80 × (1 − (Pt − Pmin) / Pmin)

Where Ps = bidder's price score, Pt = bidder' price, Pmin = the lowest acceptable offer price.

PREFEERENCE

To claim points for preference, bidders must show achievement of one or more of the five specific goals detailed in the table below[1], and submit the documentary evidence required for each specific goal.

Specific Goal	Number of points allocated (80/20 system) (between R2000 and R50 000 000)	Documentary Evidence (to be submitted by bidder)
B-BBEE Level of Contributor:	**Maximum Score: 4 points**	
Level 1 - Level 3	4	(i) B-BBEE certificate, or (ii) In the case of EMEs and QSEs, a sworn affidavit confirming annual turnover and level of black ownership.
Level 4 - Level 6	2	
Level 7 - Level 8	1	
Non-compliant contributor	0	

[1] Per NRF Preferential Procurement Policy dated 31 March 2026. Scorecard 2: Generic scorecard for bids > R1 million

Ownership:	**Maximum Score: 8 points**	
Bidder is at least 51% Black-owned	3	(i) B-BBEE certificate, or (ii) in the case of EMEs and QSEs, a sworn affidavit confirming annual turnover and level of black ownership.
Bidder is at least 51% Black female-owned	3	
Bidder is at least 51% Black youth-owned	1	
Bidder is at least 51% owned by people with disabilities	1	
Support for SMMEs:	**Maximum Score: 4 points**	
Bidder is an Exempted Micro Enterprise (EME); or	4	EME or QSE sworn affidavit confirming annual turnover and level of black ownership.
Bidder is a Qualifying Small Enterprise (QSE)		
Community Development:	**Maximum Score: 2 points**	
Direct Job Creation	2	Evidence of direct job(s) (skilled, semi-skilled or unskilled) created in the last three (3) years.
Enterprise and Supplier Development:	**Maximum Score: 2 points**	
Investment in ESD	2	A documentation of the Rand value invested in ESD beneficiaries in the last 3 years. ESD spend must be at least R20,000 in the preceding 3 years.
TOTAL POINTS OBTAINED	**20**	

A6. BID PREPARATION

A6.1. BIDDING INSTRUCTIONS

1.	**Late bids**
1.1	Bids received after the closing time and/or date will not be considered.
2.	**Authority of bid signatory**
2.1	The bid must be signed by a person duly authorised to do so.
3.	**Clarification of the bid**
3.1	Bid enquiries may be directed, in writing, to the contact persons listed on the cover page of this bid document.
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.	**Bid preparation costs**
4.1	Bidders will be responsible for all costs related to the preparation and submissions of their bids.
5.	**Tender Briefing Session and Site Visit**
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.	**Counter proposals**
6.1	No counter proposals will be accepted.
7.	**Alterations to the bid document**
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.	**Submitting a tender offer**
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.	**Alternative Tender Offers**
9.1	Unless otherwise stated in this bid document, alternative tenders offers may only be submitted if a main tender offer, strictly in accordance with all the requirements of the bid document is also submitted, as well as a schedule that compares the requirements of the bid document with the alternative requirements proposed.
9.2	An alternative tender offer must be based only on the criteria stated in this bid document, or criteria otherwise acceptable to SARAO.
9.3	An alternative tender offer will only be considered if the main tender offer is the winning tender.
9.4	For the purposes of this Tender, no alternative bid offers will be accepted.
10.	**Clarification of bidder's tender offer after submission**
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.	**Provide Other Material**
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, preferencing 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 two electronic folders, alternatively two sealed envelopes (if submissions are required to be paper-based); the first folder/envelope must contain the administrative and technical proposal; and the second must contain only the price offer.
13.3	Bidders must ensure that they do not include any pricing details in the first envelope/folder, as SARAO reserves the right to disqualify such bids.
13.4	Bidders are required to package their bid as follows - (a) Folder 1: Administrative and Technical Proposal (b) Folder 2: Price Offer
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 will 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.	**Non-disclosure**
19.1	SARAO shall not disclose to any external party, information relating to the evaluation and adjudication of tender offers,

[2] Price and preference ranking

	including any recommendation for the award of the tender, until after the award of the contract.
20.	**Tender Award**
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.	**Notice to Successful and Unsuccessful Bidders**
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.	**Collusion, fraud and corruption**
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 accept 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.	**Fronting**
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.	**Disclaimers**
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.

A7. RETURNABLE DOCUMENTS AND SCHEDULES

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[3] 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 -	

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:	
2.3	Does the bidder, or any of its directors / trustees / shareholders / members / partners or any	**YES / NO**

[3] 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.

	person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?	
2.3.1	If so, furnish particulars:	
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[4] 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		
I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.		

[4] 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 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

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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 80/20 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) Preference.

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
PREFERENCE	20
Total points for Price and Preference	**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 preference, 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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS ALLOCATION PREFERENCE

Table 1: Specific goals to be achieved by tenderers, and corresponding points to be scored per specific goal are indicated in the table below.

Note to tenderers: In order to claim preference points, tenderers must show compliance with one or more of the five specific goals detailed in the table below.

Specific Goals	Number of points allocated (80/20 system) (between R2 000 and R50 000 000)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level of Contributor[5]:	**Maximum Score: 4 points**	
Level 1 - Level 3	4	
Level 4 - Level 6	2	
Level 7 - Level 8	1	
Non-complaint contributor	0	

[5] 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

Ownership[6]:	**Maximum Score: 8 points**	
Bidder is at least 51% Black-owned	3	
Bidder is at least 51% Black female-owned	3	
Bidder is at least 51% Black youth-owned	1	
Bidder is at least 51% owned by people with disabilities	1	
Support for SMMEs[7]:	**Maximum Score: 4 points**	
Bidder is an Exempted Micro Enterprise (EME)	4	
Bidder is a Qualifying Small Enterprise (QSE)	4	
Community Development:	**Maximum Score: 2 points**	
Direct Job Creation[8]	2	
Enterprise and Supplier Development:	**Maximum Score: 2 points**	
Investment in ESD[9]	2	
TOTAL	**20**	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm…….

5.2 Company registration number: ……...

5.3 TYPE OF COMPANY/ FIRM

• 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,

[6] 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

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

[8] To claim points, bidders must submit evidence of direct job(s) (skilled, semi-skilled or unskilled) they have created in the last three (3) years.

[9] To claim points, bid responses must include a documentation of the Rand value the bidder has invested in ESD beneficiaries in the last 3 years. ESD spend must be at least R20,000 in the preceding 3 years.

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: ……..

……

……

PART B – THE CONTRACT

B1. 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 conditions not included in the GCC

1	**Definitions**
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.	
Substitute Clause 1.20 with the following:	
1.20	**"Purchaser's Premises"** means the sites, primary location of work and or premises of the Purchaser where the purchased goods must be delivered in terms of this Agreement, as described in the Bid Document. Delivery address: Liesbeek House, River Park, Liesbeek Parkway, Settlers Way, Mowbray, Cape Town, 7705.
Substitute Clause 1.21 with the following:	
1.21	**"Purchaser"** means the South African Radio Astronomy Observatory (SARAO), a business unit of the National Research Foundation.
Add the following clauses after Clause 1.25:	
1.26	**"Agents"** means any person a Party to this agreement 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 between the Parties, being the Bid Document, including these Special Conditions of Contract; the Supplier's bid and price submission in response to Bid Ref: NRF/SARAO SRFI/27/2026-27; 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, with Reference Number, NRF/SARAO SRFI/27/2026-27.
1.30	**"Commencement Date"** means the date of last signature of the Agreement between the Parties, or any other date as may be agreed upon by the Parties as the commencement date.
1.31	**"Supplier"** means the party to this Agreement supplying the goods and services as defined herein, and with whom this 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.
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	**"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.
1.36	**"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	Unless terminated by either Party in accordance with Clauses 22A, 23, 23A, or 25 below, this Agreement shall commence on the Commencement Date and shall continue until the goods have been satisfactorily delivered to the Purchaser by the Supplier.
3A	**The Supplier's Obligations**
3A.1	The Supplier agrees, undertakes, covenants and warrants (all where applicable) to, *inter alia*: -
3A1.1	Supply the goods in accordance with the supply specifications detailed in the Bid Document, and in accordance with the Agreement and good industry practice applicable from time to time.
3A1.2	Only when notified of the acceptance of the bid by the issuing of an official Order, commence with and carry out the delivery of the goods in accordance with this Agreement.
3A1.3	Provide all of the necessary materials, labour and equipment required for the delivery of the goods, including any temporary services that may be required.
3A1.4	To be continuously represented during the delivery of the services by a competent representative duly authorised to execute instructions.
3A1.5	subject to Clauses 22A, 23, 23A and 25, it will complete and deliver the Services within such lead times as agreed upon by the Parties;
3A1.6	fully co-operate with and give every reasonable assistance to the Purchaser to enable the Purchaser to investigate any claim which may be threatened, made or brought against the Purchaser arising out of this Agreement;
3A1.7	Within the scope of the services, comply with all reasonable and lawful instructions issued by the Purchaser;
3A1.8	Issue a credit note to the Purchaser for any penalties imposed against it under Clause 22. Any delay by the Supplier in issuing a credit note within the time period agreed to by both Parties, shall result in the Purchaser deducting the amount from any amounts due to the Supplier. For the avoidance of doubt, should the Supplier'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 Supplier set out in Clause 22 and for no other matter under or in connection with this Agreement;
3A1.9	put into effect and maintain insurance of, as a minimum, general public liability insurance cover of at least the value of the tender award amount, for a single calendar year.
3B	**The Purchaser's Obligations**
3B.1	The Purchaser agrees, undertakes, covenants and warrants (all where applicable) that, *inter alia* -
3B1.1	it will allow the Supplier and its Personnel reasonable access to the Purchaser's Premises and such facilities, as required by the Supplier, to ensure the Supplier fulfils its obligations in terms of this Agreement, and shall allow the Supplier and its Personnel to interview and take statements from the Purchaser and its Personnel, by prior arrangement and on prior written notice to the Purchaser;
3B1.2	it will advise the Supplier of any change to its processes or circumstances relevant to the supply of the goods in writing immediately it becomes aware of such change.
3B1.3	it will fully co-operate with and give every reasonable assistance to the Supplier to enable the Supplier to investigate any claim which may be threatened, made or brought against the Supplier arising out of this Agreement;
3B1.4	it will notify the Supplier of any dishonest, wrongful or negligent (gross or otherwise) act or omission of the Supplier's Personnel in connection with the Services as soon as reasonably possible after the Purchaser becomes aware of the same.

3B1.5	it will make payment to the Supplier after delivery of the goods as set out herein, within thirty (30) days of receipt of an invoice from the Supplier, paid free from set-off, deduction or arbitrary withholding other than as provided for in Clause 3A1.8;
7.	**Performance security**
Clause 7 in its entirety shall not be applicable to this Agreement.	
10	**Delivery and Documentation**
Add the following sub-clause after 10.3	
10.4	The supplier shall comply with the packing and delivery requirements as per section 4 on page 8 of the specification.
11	**Insurance**
Add the following clauses after Clause 11.1:	
11.2	Without limiting the obligations of the Supplier in terms of this Agreement, the Supplier shall effect and maintain the following additional insurances:
11.2.1	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 licensed compensation insurer, from either the Supplier's broker or the insurance company itself.
11.3	The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Agreement.
15.	**Warranty**
Replace clause 15.2 with:	
15.2	This warranty shall remain valid for 3 years 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.
Add the following clause after 15.5:	
15.6	With reference to clauses 15.4 and 15.5, any repair done under this warranty must be completed as soon as possible but not later than two weeks of the purchaser notifying the supplier in writing of the defect and any replacement of the original product must also be done as soon as possible, but not later than three weeks of the purchaser notifying the supplier of the defect.
16.	**Payment**
Add the following clause after Clause 16.4:	
16.5	The Supplier's invoices must meet the following minimum requirements, failing which the Purchaser shall not be obliged to make payment thereon -
16.5.1	reference the purchase order number as issued to the Supplier by the Purchaser;
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 Purchaser's authorised representative, confirming performance or delivery in accordance with the 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.
17	**Prices**
Add the following clause after clause 17.1:	
17.2	The contract price quoted by the Supplier is required to remain firm, 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

<table>
<tr><td></td><td>change having been agreed to by both Parties.</td></tr>
<tr><td>22</td><td>Penalties</td></tr>
<tr><td colspan="2">Substitute Clause 22.1 in its entirety with the following:</td></tr>
<tr><td>22.1</td><td>Subject to Clause 25 and excluding any act or omission of the Purchaser or Third Party(ies) that cause or contribute to a failure of Services, if the Supplier fails to perform any or all of the Services within the period(s) specified in the Agreement, the Purchaser shall, without prejudice to its other remedies under the Agreement, apply the following penalties –
<table>
<tr><th>Service Level</th><th>Measurement methodology</th><th>Penalty trigger</th><th>Penalty</th></tr>
<tr><td>Timeous delivery of the goods within the lead time specified by the Supplier, and agreed upon by both parties</td><td>Subject to Clause 25, the goods are delivered within the lead time specified by the Supplier, and agreed upon by both parties</td><td>For reasons directly attributable to the direct actions or negligence of the Supplier, which would have been avoided had reasonable care been taken, the goods are not delivered within the specified lead time</td><td>The Purchaser shall apply a penalty amounting to 0,1% of the contract value per day of non-delivery, until the goods have been delivered.
Should the non-delivery exceed 14 days without rectification, the Purchaser shall invoke clauses 22A and 23 of the Agreement.</td></tr>
<tr><td>Delivery of the goods in accordance with the Compliance Matrix contained in the tender document (Schedule A of the Tender Document)</td><td>The goods delivered matches the specifications detailed in the Compliance Matrix, except in the event that deviations have been specifically agreed upon by both parties in writing</td><td>For reasons directly attributable to the Supplier, which would have been avoided had reasonable care been taken, the Supplier delivered non-conforming or substandard equipment that fails to match the Compliance Matrix</td><td>Rejection and return of the goods to the Supplier, who shall replace the non-conforming or substandard goods at its own cost.
In the event that the Supplier does not replace the goods delivered with conforming goods that match the Compliance Matrix, the Purchaser shall apply a penalty amounting to 0,1% of the contract value per day until conforming goods have been delivered.
Should the non-conformance exceed 14 days without rectification, the Purchaser shall invoke clauses 22A and 23 of the Agreement.</td></tr>
</table>
</td></tr>
</table>

	Delivery of the goods in accordance with the Compliance Matrix	The Supplier responds to the support ticket logged by the Purchaser, and resolves fault within agreed upon timeframes	Failure to acknowledge or resolve a ticket within the specified timeframes	The Purchaser shall impose the following penalties – Response time: R300 per hour of non-response Resolve time: 0,1% of the contract value per day exceeding agreed upon resolve time per ticket

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 defaulting Party must be notified and called on in writing 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 defaulting Party will be entitled, but not compelled, to either terminate this Agreement with immediate effect by written notice to the defaulting Party and without prejudice to any of its rights to recover direct loss or direct damage or demand specific performance by the defaulting Party.
22A.3	It is further recorded that in the event of any of the Supplier's Personnel misbehaving in any manner which is not acceptable to the Purchaser, such misbehaviour shall not constitute a breach of this Agreement and the Supplier undertakes, subject to a written request from the Purchaser detailing proper and due reasons, to remove such personnel from the Purchaser's Premises, provided that such behaviour or acts of the Supplier's Personnel are not in direct contravention of any obligation placed on the Supplier 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 in terms of GCC Clause 26, 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.
Add the following clauses after Clause 23 -	
23A	**Termination by Agreement**
23A.1	In the event of either Party intending to terminate this Agreement other than in the circumstances stipulated in Clauses 22A, 23, and 25, such Party shall seek consent, in writing, from the other Party, which consent shall not be unreasonably withheld.
23A.2	In the event that the other Party consents to the termination as envisaged in Clause 23A.1, the Agreement shall be terminated within

	such reasonable period as agreed upon by the Parties.
23A.3	Any amounts incurred by the Supplier prior to termination of the Agreement shall be paid by the Purchaser in accordance with Clause 16.
25	**Force Majeure**
Substitute Clause 25 in its entirety with the following -	
25.1	Neither Party shall be 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 Purchaser in writing, the Supplier 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.
27.	**Settlement of Disputes**
Add the following sub-clauses after Clause 27.4	
27.4.1	The appointment of a mediator and the procedure thereof shall be agreed upon by the Parties.
27.4.2	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.
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 Purchaser acknowledges that: -
28.1.1	the function of the Services provided by the Supplier is to minimise, and not eliminate or prevent, the risk of Loss to property or person. The Supplier will use all reasonable endeavours to minimise Loss to the Purchaser but gives no warranty and has made no representation that the Services or the Supplier's personnel will be able to eliminate any such Loss;
28.1.2	the Supplier shall be liable to the Purchaser for Loss (from whatsoever cause arising and whether delictual or contractual) sustained by the Purchaser only if such Loss is sustained as a direct proven result of the negligence, wilful act or wilful omission to act of the Supplier or its Personnel, and any liability which the Supplier does incur to the Purchaser 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 Purchaser from the Supplier 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 Supplier 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 Purchaser or the Purchaser's Personnel (including Third Party Suppliers or Contractors) is reasonably suspected of having been involved, in collusion or otherwise, in any claim, the Supplier's maximum liability shall not exceed fifty percent (50%) of the total amount claimed;
28.1.5	the Supplier and the Supplier's Personnel shall not be liable to the Purchaser or the Purchaser'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 Supplier following the discovery by the Purchaser or the Purchaser's Personnel of the Loss alleged to give rise to any such claim;
28.1.6	the Services are rendered to the Supplier in respect of the Purchaser Premises and the assets of the Purchaser, or the assets of Third Parties held on their behalf by the Purchaser only and do not extend to any portion of the Purchaser 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 Supplier performs a risk analysis of the Purchaser Premises, property or person and recommends or suggests preventative measures to the Purchaser to address such risks ("risk analysis") or the Supplier provides a written copy of the risk analysis to the Purchaser within a reasonable period after finalizing the risk analysis then neither the Purchaser nor the Purchaser's Personnel shall be liable to the Supplier, the Supplier'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 Supplier 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 Supplier 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**
Substitute Clause 31 in its entirety with the following -	
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 - within one (1) working day after it has been sent
Add the following clauses after clause 34 -	
35	**Whole Agreement**
35.1	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;
35.1.3	the Supplier's bid submission in response to Bid Ref: NRF/SARAO SRFI/27/2026-27;
35.1.4	the Supplier's bid price submission in response to Bid Ref: NRF/SARAO SRFI/27/2026-27;
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.
36	**Occupational Health and Safety when working on SARAO sites**
36.1	The Supplier's personnel performing work at the Purchaser'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 Supplier will be required to comply with all relevant health and safety written instructions given to them by the Purchaser'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 Supplier's Personnel are to obey all reasonable instructions, including signage, related to restricted access and speed limits on the Purchaser Premises.
36.3	The Supplier, 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 Supplier must perform all work and use equipment on site in compliance with the provisions of the Act.
36.4	Where applicable, the Supplier must submit its Letter of Good Standing in terms of the COID Act to the Purchaser, and must ensure that it remains valid for the Initial Period.
36.5	Where applicable, the Supplier must maintain a health and safety plan complying with the requirements of the Act at the Purchaser Premises during the period that the Services are rendered at the Purchaser's Premises.
36.6	The Purchaser will manage the Supplier in its capacity to execute this Agreement to meet the provisions of the Act and the Regulations promulgated in terms thereof. The Supplier shall accept liability for any contraventions of the Act. Each member of the Supplier's team (including Personnel), must submit a signed indemnity form prior to entering the Purchaser's Premises, which must be kept in the Supplier's health and safety file.

B2. 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 with 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 markets its goods on its 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" means the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	**Application**
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	**General**

3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
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.
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	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
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, are of the most recent or current models and that 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.
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.
GCC18	**Contract amendment**

18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	**Assignment**
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	**Subcontract**
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	**Delays in supplier's performance**
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	**Penalties**
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	**Termination for default**
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected to and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	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.
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

GCC24	**Anti-dumping and countervailing duties and rights**
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC25	**Force Majeure**
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
GCC26	**Termination for insolvency**
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	**Settlement of disputes**
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	**Limitation of liability**
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	**Governing language**
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	**Applicable law**
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	**Notices**
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
GCC32	**Taxes and duties**
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
GCC33	**National Industrial Participation Programme**
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	**Prohibition of restrictive practices**
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

SBD 7.1: CONTRACT FORM - PURCHASE OF GOODS

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 SRFI/27/2026-27 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 SRFI/27/2026-27), including the Special Conditions of Contract (SCC);
2.2	The Contractor's bid submission in response to Bid Ref. NRF/SARAO SRFI/27/2026-27;
2.3	The Contractor's bid price in response to Bid Ref. NRF/SARAO SRFI/27/2026-27;
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 - PURCHASE OF GOODS

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

1. I, ……., in my capacity as ……. accept your bid under Reference Number: NRF/SARAO SRFI/27/2026-27 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)
Supply and Delivery of a High Power Rated Power Amplifier		Once-off supply and delivery & 3-year warranty period		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 C – PRICING

C1. 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.
6.	**Exchange Rate Fluctuations:** Where imported goods or services are to be used, 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.
7.	**Bid Price Calculation:** Estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.

C2. PRICING SCHEDULE (SBD 3.1)

No	ITEMS	Type / Size	Qty	Cost per Item	TOTAL (Excluding VAT)
1	Frequency Range	As per 1.1.1	1		
2	Output Power	As per 1.1.2	1		
3	3-phase power supply connection	As per 1.1.3	1		
4	N-type RF input connector	As per 1.1.10	1		
5	N-type or 7-16 DIN RF output connector	As per 1.1.11	1		
6	Internal cooling	As per 1.1.12	1		
7	Built-in monitoring, logging and protection	As per 1.1.13	1		
8	Control software	As per 2.1.1	1		
9	Control interface	As per 2.1.2	1		
10	Certificate of Calibration	As per 3.2	1		
11	Warranty	As per 3.3	1		
12	Delivery	As per 3.4	1		
SUB TOTAL					
VAT (15%)					
TOTAL BID PRICE					

TENDER SUBMISSION DECLARATION

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

1. That I/we are aware that failure to provide evidence or to comply with any of the particulars in this tender document may render my offer/response invalid.
2. That the declarations made in this document are true.
3. That the information furnished is true and correct.
4. That the bidder qualifies for the preference procurement points claimed, which are supported by verification certificates in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000.
5. That in the event of a contract being awarded as a result of the claimed preference points, the bidder may be required to furnish documentary proof to the satisfaction of the NRF that the claims are correct;
6. That if any of the eligibility, or preference points claimed are so done on a fraudulent basis by the bidder, the NRF may, in addition to any other remedy it may have –
    a. Disqualify the bidder from the bidding process.
    b. Recover costs, losses or damages it has incurred or suffered as a result of the bidder's fraudulent conduct.
    c. Cancel any contract entered into with the bidder, and claim any damages which suffered as a result of such cancellation.
    d. Recommend that the bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury, from obtaining business from any organ of state for a period not exceeding 10 years, subject to the *audi alteram partem* rule.
    e. Forward the matter for criminal prosecution.
7. That I/We undertake to supply all of the goods, works, and services described in this invitation, to the NRF in accordance with the requirements and specifications stipulated in this tender document at the price/s quoted.
8. That I/We have satisfied ourselves as to the correctness and validity of my/our offer/bid in response to this Invitation.
9. That I/We have satisfied ourselves that I/We have adhered all my/our obligations in submitting this bid/offer.
10. That I/we accept that any mistakes made by myself/ourselves regarding my/our price(s) and rate(s) and calculations will be at my/our own risk.
11. That my/our offer remains binding upon me/us and open for acceptance by the NRF during the validity period indicated and calculated from the closing date and time of this Invitation.
12. That I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us in terms of this Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me/us.
13. That during the bidding period I/we did not have access to any of the NRF's proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any other bid.
14. That I/we are duly authorised to sign this offer/response.

NAME (PRINT)

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