

REQUEST FOR QUOTATIONS

SERVICES	X
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DESCRIPTION:	PANEL: PROVISION OF GENERAL BUILDING MAINTENANCE SERVICES AT SARAO HARTEBEESTHOEK RADIO ASTRONOMY OBSERVATORY SITE IN GAUTENG		
RFQ NUMBER:	SARAO HART 040 2023-24		
CLOSING DATE AND TIME:	26 September 2023 at 11:00AM		
BIDS TO BE SUBMITTED TO:	rrabuma@sarao.ac.za		
PREFERENCE POINTS SYSTEM:	80/20		
LOCATION:	Farm 502JQ, Hartebeesthoek, Broederstroom Road Krugersdorp District, 1739		
LEAD TIME (purchase order date)			
Enquiries relating to bidding procedures may be directed to:		Technical enquiries may be directed to:	
Contact person:	Radzilani Rabuma	Contact person:	Lawrence Nzula
E-Mail address:	rrabuma@sarao.ac.za	E-Mail address:	lnzula@sarao.ac.za
Telephone No:	012 301 3213	Telephone No:	012 301 3100

SUPPLIER INFORMATION

Name of Bidder Name:															
Street Address:															
Telephone Number															
Code		Number													
Cell Phone Number															
Code		Number													
Facsimile Number															
Code		Number													
E-Mail Address															
VAT Registration Number															
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA										
B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No											
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]															
Are you the accredited representative in South Africa for the goods/services/works offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign-based supplier for the goods/services/works offered?											
				<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]											
<table border="1"> <tr> <td>Is the entity a resident of the Republic of South Africa (RSA)?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have a branch in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have a permanent establishment in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Does the entity have any source of income in the RSA?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Is the entity liable in the RSA for any form of taxation?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> <p>If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).</p>						Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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1. INTRODUCTION TO SARAO

PANEL: PROVISION OF GENERAL BUILDING MAINTENANCE SERVICES

The South African Radio Astronomy Observatory (SARAO) spearheads South Africa's activities in the Square Kilometre Array Radio Telescope, commonly known as the SARAO, in engineering, science and construction. SARAO is a National Facility managed by the National Research Foundation and incorporates radio astronomy instruments and programmes such as the MeerKAT and KAT-7 telescopes in the Karoo, 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.

The SARAO has 3 facilities namely:

- Cape Town Office (1 Fir Street, Black River Park, Observatory)
- Johannesburg office (17 Baker Street Rosebank),
- HartRAO (Farm 502 JQ Hartebeesthoek, Broedestroom Road, Krugersdorp),
-

From time-to-time regular maintenance is required for the general upkeep of the facility.

1. SCOPE OF WORK

Overview

The contractor shall provide, as a minimum, the services below.

To systematically examine the building infrastructure in accordance with the maintenance provisions of the "OHS Act", and the Manufacturer's / Constructors, Operating and Maintenance Manuals at **prescribed intervals**.

To maintain all facilities to operate in accordance with the original or revised design specifications / parameters.

To ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined by the Occupational Health and Safety Act who are experienced and skilled in maintaining facilities similar to which are subject matter of this Agreement and who are employed and supervised by the Contractor. The Client reserves the right to request and be granted copies of certificates of qualification/competence for the Technical personnel.

To provide callback service twenty-four **(24)** hours a day, seven **(7) days** per week. The call-out service shall be carried out at the cost as provided for in the rate card. Staff shall be equipped with adequate communication equipment to ensure a minimum delay in the response to emergency call-outs.

To supply, repair and replace all parts of every description made necessary by normal wear and tear when such replacement or repair is deemed necessary by the Contractor in accordance with this Agreement and the manufacturer's requirements. Only parts that are correctly designed, manufactured and suitable in all respects, shall be used.

To replace all parts timeously, thereby limiting the incidence of break-downs, unplanned maintenance or repair and consequently maintain maximum building infrastructure operation.

To ensure that the down-time is kept to a minimum.

To provide within a **one (1) month** period after being appointed for the maintenance work, maintenance site registers located in a mutually agreed location and maintain accurate records of all maintenance activities and service procedures, planned repairs and safety related operation tests and checks.

To provide within a **two (2) month** period after being appointed for the maintenance work, a customer communication logbook situated at a mutually agreed location for effective two-way communication, between Operations staff and the Contractor's personnel. This logbook shall accurately record each and every maintenance task individually per discipline.

To provide on request by the Client or their duly appointed Agents, computer generated reports detailing a history of the call-outs, repairs and break-down repairs.

Not to assume ownership or control of the building infrastructure, all of which shall remain exclusively the property of the Employer.

To inform the Client in writing of any repair, replacement, or modification required to the existing infrastructure deemed necessary by the Contractor. No repair, replacement, or modification work shall be undertaken without the express consent of the client or their duly appointed representative.

1. Purpose of the Bid

- 1.1 It is the objective of this Bid to identify and appoint a **panel of service providers** whose services may be utilised by SAR, as and when required, the appointment will be made provided that the supplier has passed the functionality evaluation and supplier the charge rate is within the acceptable average rate
- 1.2 SARAO seeks the services of appropriately qualified service providers with suitable experience to render specialised services (Specialized maintenance and installation work to the general maintenance infrastructure), on an “as-and-when required” and rotational basis commencing with the highest to the lowest scoring successful tenderers. Briefs may be allocated depending on the relevant scope of work to be undertaken, relevant experience, availability, business urgency and complexity of the matter.
- 1.3 Please note further that a position on the panel is no guarantee that the Tenderer will receive briefs from SARAO. The scope of work extends to as and when require and the bidder will be contacted for a quotation for the specified work.
- 1.4 Bidders only wishing to submit pricing for specific scope of works’ categories may do so or may quote on all categories provided they meet all evaluation criteria.
- 1.5 SARAO has a right to source an alternative quote for market analysis purpose, and where the bidder does not match the market, SARAO may approach an alternative supplier within the panel.
- 1.6 Where material is required for maintenance, the bidder will be required to produce their quote accompanied by the invoice/ quotation from its supplier.

3. Duration

The award under this bid will be for a position(s) on the panel for the period commencing from the date of the award for a period of 24 months or, budget amount is depleted whichever comes first.

The validity of a brief received during the period of this Bid, shall endure until completion of the particular brief, unless deemed necessary and appropriate by SARAO in its sole discretion.

4. Maintenance Objectives

Without in any way limiting the Contractor's obligations, the Contractor shall ensure:

- 4.1 the safety and comfort of all users of the facility,
- 4.2 that the equipment and associated spaces are kept clean and presentable at all times

5. Call-out Response Times

The Contractor shall ensure at any time of the day or night, **Seven (7) days** a week, inclusive of all statutory holidays, throughout the contract period, that appropriate staff are available to respond to call-outs with regard to emergencies. The response times to call-outs shall be within the time period as set below and shall be the time the call is received by the Contractor to the time the Technician arrives on site.

Maximum target - Call-out response times	Normal working hours	Outside normal working hours
	120 minutes	180minutes

6. Workmanship

- 6.1 The contractor shall employ only competent artisans to perform maintenance work.
- 6.2 The contract shall be executed with the best work in a workmanlike manner to the satisfaction of management. Should any workmanship not be to the satisfaction of management it shall be rectified at the cost of the contractor.
- 6.3 The contractor shall remain responsible for the correct and complete maintenance of the building infrastructure. Inspection by management shall not release the contractor from his responsibility.

7. Quality of Materials and pricing

- 7.1 Only materials of high quality and suitable for the climatic conditions of the site shall be used and shall be subject to approval of Management. All material shall conform in respect of quality, manufacture, tests and performance, with the requirements of the original equipment supplier, SABS or where no such standard exist, proof of no such standard shall be provided to Management. Materials manufactured in South Africa shall as far as possible be used and where applicable shall bear the SABS

mark. All materials shall be suitable for the conditions under which the materials are installed and used.

- 7.2 All supplied spares or materials 20% mark-up will be accepted when invoicing submitted on task completion.

8. HEALTH AND SAFETY SPECIFICATION

8.1 PURPOSE

8.1.1 In terms of the Occupational Health and Safety Act (Act 85 of 1993) (OHSA) and the Construction Regulations 2003, the Client must provide the Contractor with a Health and Safety Specification to which the Contractor must respond with a Health and Safety Plan for approval by the Client.

8.1.2 The purpose of this Specification is to ensure that Principal Contractors entering into a contract with the Employer maintain an acceptable level of performance with regard to health and safety issues during the performance of the contract. In this regard the OHSA Specification form an integral part of the Contract and the Principal Contractor shall ensure that their contractors and/or suppliers comply with the requirements of this Specification.

8.2 SCOPE

8.2.1 This contract comprises the maintenance of all building infrastructure maintenance activities.

8.2.2 Please note SARAO has an air-conditioning maintenance is of a high priority. Bidders will therefore need to prove or provide air-conditioning and cooling maintenance experience.

8.2.3 The Contractor, in complying with the OHS Act and the Construction Regulations, shall consider all aspects of the Works described and take into account the construction methods and materials to be used.

9. GENERAL

- 9.1 The contractor is referred to and shall comply with the full text of the Occupational Health and Safety Act (Act No.85 of 1993) (OHSA) as amended and to the Construction Regulations 2003 promulgated there under

- 9.2 In this regard refer also the Health and Safety Agreement and Conditions attached to these contract documents. (See Part C1.4)

- 9.3 The following specification covers health and safety matters applicable during construction.

- 9.4 All the work included in this Contract shall, for the purpose of complying with OHSA and the Construction Regulations, be deemed to be “construction work”
- 9.5 It should be noted that, with a few exceptions, the Model Preambles and the project specifications are “end product specifications” and not “method specifications”. As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Contractor shall apply all the relevant regulations and requirements to the work methods and materials used.
- 9.6 The Contractor shall give the required notice to the Provincial Department of Labor before commencement of any work on the Site. This notice shall include the information as required by the Construction Regulations and shall be signed by the Contractor and the Employer.
- 9.7 The Contractor shall ensure current registration and good standing with the Compensation Commissioner and shall provide evidence to this effect to the Employer.
- 9.8 It is the responsibility of the Principal Contractor and his contractors to provide for all costs and expenses related to the management of and compliance with the OHSA and this Specification.

10. HEALTH AND SAFETY PLAN

- 10.1 In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer.
- 10.2 The health and safety plan shall include, but not be limited to, the following:
- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
 - Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include:
 - Public vehicular and pedestrian traffic accommodation measures;
 - Control of the movement of construction vehicles;
 - The storage and use of materials;
 - The use of tools, vehicles and plant;
 - Temporary support structures;
 - Dealing with working at height;
 - Environmental conditions and safety requirements in working hazardous materials -including asbestos cement products;
 - Security, access control and the exclusion of unauthorized persons

- The provision and use of temporary services;
- Compliance with wayleaves, permissions and permits;
- Safety equipment, devices and protective clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

11. ITEMS REQUIRING PARTICULAR ATTENTION

Restricted use of the Site:

- 11.1 The Contractor is to note that the Premises will be occupied for the duration of the works and that the Contractor shall maintain access and co-operate with all such residents at all times.

Hazardous work or activities:

- 11.2 The following hazardous work or activities are identified and the Contractor shall ensure that all necessary health and safety precautions are complied with and the necessary competent persons identified and appointed in accordance with the OHS Act and the Construction Regulations:

Activity	Applicable sub-regulation of the Construction Regulations 2003	Sub-regulation clause reference
Work at height	Fall Protection	8

Possibility of collapse of structure	Structures (including the existing roof)	9
Formwork and temporary support work	Formwork and support work	10
Access and scaffolding	Scaffolding Boatswains Chains Material	14
Use of construction vehicles	Construction vehicles and mobile plant	21
Electrical installation	Electrical Installation and machinery on construction sites	22
Use of flammable liquids	Use and temporary storage of flammable liquids on construction sites	23
Housekeeping and environmental conditions	Housekeeping on construction sites	25
Stacking and storage of materials	Stacking and storage on construction sites	26
Fire hazards	Fire precautions on construction sites	27
Facilities for staff	Construction welfare facilities	28
Hazardous Materials including asbestos cement products		

EVALUATION CRITERIA FOR EVALUATING BIDDERS' RESPONSES

1. TENDERERS EXPERIENCE

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

A) COMPLETED CONTRACTS

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Anticipated Completion Date

B) CURRENT CONTRACTS

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Anticipated Completion Date

2. EXPERIENCE OF KEYSTAFF

Tenderers shall set out in the Schedule hereunder details of specific artisan's experience in work of a similar nature with specific reference to general building services to that for which their Tender is submitted.

- Air-conditioning technician
- Electrician
- Builder / Plasterer / Dry wall partitioning/ Painter
- Plumber

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- a) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- b) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, which is directly linked to the scope of work.
- c) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques.

Each CV should be structured under the following headings:

- 1 Personal particulars
 - a. name
 - b. date and place of birth
 - c. place (s) of tertiary education and dates associated therewith
 - d. professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Skills
- 4 Name of current employer and position in enterprise
- 5 Overview of post graduate / diploma experience (year, organization and position)
- 6 Outline of recent assignments / experience that has a bearing on the scope of work

2. EVALUATION PROCESS

The RFQ will be evaluated in the following three phases:

Phase 1:	Administrative compliance / submission of all returnable documents and completion of all returnable schedules
Phase 2:	Compliance with functionality criteria
Phase 3:	Price and BBBEE evaluation

Phase 1 – Administrative Compliance

All returnable documents marked mandatory ('M'), must be completed or submitted by service providers in order to proceed to be evaluated further in Phase 2.

Returnable Document/ Schedule	Page Reference	Mandatory (M) / Optional (O)
Signed SBD 1 form	Page 2	M
Signed and completed SBD 3.1 form (pricing schedule)	Page 6	M
Signed and completed SBD 4 form	Page 8-10	M (=> R 2 000)
Signed and completed SBD 6.1 form	Page 11-13	M (=2 000)
Signed and completed SBD 7.1 Form	Page 14-15	M
Original or certified BBBEE certificate, or sworn affidavit detailing annual turnover, in the case of EMEs and QSEs		O (preference points will not be allocated if not submitted)
Declaration Certificate for local Production and Content	Choose an item.	Choose an item.
CIDB requirement (GB 1 Or Higher)	Choose an item.	M

Phase 2 - FUNCTIONALITY CRITERIA

The Land Surveying Consultant will be required to comply with the functionality/quality criteria below. Service providers that do not achieve a 'GO' for all criteria listed below will not be considered further –

No.	Selection criteria	How will this be evaluated	GO / NO GO
1.	The experience of the tenderer (minimum of 3 years' experience)	Contactable references / Reference contact details	
2.	Experience of Key Staff (CVs of staff allocated to specific categories required for scope of works i.e., Plumbing electrical, painting etc.)	CV of staff conducting the Job	
3.	Letter of good standing (COIDA)	Copy of a Valid COIDA Certificate	
4.	Safety file (required on appointment)		
5.	Insurance cover 5M	Copy of Cover of Insurance Cover	
6.	Service provider must be a member of professional body <ul style="list-style-type: none"> • Electrical-ECASA • Plumbing- IOPSA • Civil- SAFCEC • Air-Conditioning-SARACCA-SEIFSA 	Copy of Certificate or Proof of Registration	
7.	Capacity to execute the task (inhouse, proof of appointment)	Due diligence will be conducted	
8.	CIDB valid certificate: Grading GB: Level1 or Higher	Attach Proof of Grading	

PERFORMANCE MANAGEMENT

	How performance will be measured	Penalty
Call out respond	Service provide must respond within 24hrs,	Failure to respond in stipulated time SARAO will deduct 2% for every hour incurred out of 24hrs from callout cost as per invoice.
Task execution as per approval order	Site task should be executed as per order	Failure to comply, SARAO will not be liable for the cost extra duration.
Poor workmanship	Callout or work order due to poor workmanship	SARAO will not be liable for cost incurred for (repairs/travelling/materials/technicians)

Phase 3 - PRICE AND B-BBEE STATUS LEVEL

Submissions will be evaluated on the 80/20 price and preference system, in the event of the lowest quotation exceeding R2 000.

2. PRICING SCHEDULE – SERVICES (SBD 3.2)

FIRM PRICES

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

OFFER TO BE VALID FOR 30 DAYS FROM THE CLOSING DATE OF BID.

Respondents are requested to complete the pricing schedule below in response to this Scope of Work. If the respondent feels there are any additional items that should be priced but were not included as part of the original scope of work, please include them in a separate pricing schedule.

NB: Only one supplier will be appointed per trade

ITEM NO.	DESCRIPTION	TOTAL	
1.	Air-conditioning Systems (Maintenance and Installation)	Year 1	Year 2
	Normal Time	Rate per hour to be supplied only	R
	After Hours	Rate per hour to be supplied only	R
	Call Out fee	Rate per hour to be supplied only	R
	Rate per KM	Rate per km to be supplied only	R
	SUB-TOTAL	R	R
	VAT (15%)	R	R
	TOTAL PRICE	R	R
2.	Electrical Systems (Maintenance and Installation)	Year 1	Year 2
	Normal Time	Rate per hour to be supplied only	R
	After Hours	Rate per hour to be supplied only	R
	Call Out fee	Rate per hour to be supplied only	R
	Rate per KM	Rate per km to be supplied only	R
	SUB-TOTAL	R	R
	VAT (15%)	R	R
	TOTAL PRICE	R	R

3.	Civil Works	Year 1	Year 2
	Normal Time Rate per hour to be supplied only	R	R
	After Hours Rate per hour to be supplied only	R	R
	Call Out fee Rate per hour to be supplied only	R	R
	Rate per KM Rate per km to be supplied only	R	R
	SUB-TOTAL	R	R
	VAT (15%)	R	R
	TOTAL PRICE	R	R
4.	Plumbing Systems (Maintenance and Installation)	Year 1	Year 2
	Normal Time Rate per hour to be supplied only	R	R
	After Hours Rate per hour to be supplied only	R	R
	Call Out fee Rate per hour to be supplied only	R	R
	Rate per KM Rate per km to be supplied only	R	R
	SUB-TOTAL	R	R
	VAT (15%)	R	R
	TOTAL PRICE	R	R

3. BIDDING CONDITIONS FOR THIS RFQ

The following conditions will apply to this request for quotations:

- 1) Price(s) quoted must be valid for at least (30) days from date of your offer.
- 2) Price(s) quoted must be inclusive of VAT, if applicable.
- 3) The bidder is required to submit:
 - a) proof of B-BBEE Status Level of contributor, to claim points as per SBD 6.1
 - b) An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as per SBD 6.1
 - c) A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points. As per SBD 6.1
- 4) **No award will be made to a service provider who is not registered on CSD.** To register <https://secure.csd.gov.za/>.
- 5) Quotations equal to above R 2000 (VAT included) must be accompanied by the relevant SBD documentation as per section 3 of this document for Quotations duly completed.
- 6) The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R 2000. (Vat inclusive).
- 7) For goods/ services below R 2000 the successful bidder will be one with cheapest acceptable quotation.
- 8) SARAO reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. SARAO does not bind itself to accepting the lowest quotation.
- 9) This request for quotations is subject to the National Treasury general conditions of contract (GCC) and, if applicable, any other special conditions of contract.
- 10) **Payment terms is within 30 days from date of receipt of invoice and when goods have been delivered. (No Pre- Payment allowed).**
- 11) **Where supplier terms and conditions are different from SARAO set terms and conditions**

SBD4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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 interest¹ 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 institution	State

2.2

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

-
.....
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting
the accompanying bid, do hereby make the following statements that I certify to be
true and complete in every respect:

- 3.1 I have read and I 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 consortium² 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 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 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.

² 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.

3.7 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.

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

I ACCEPT THAT THE STATE MAY REJECT THE 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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and

includes all applicable taxes less all unconditional discounts;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

SPECIFIC GOALS (80/20)

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Contributor Number of Points for Preference (80/20) between R2000 and R50m	20	18	14	12	8	6	4	2	
Points Claimed (Supplier to complete									

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name _____ of
company/firm.....

4.3. Company _____ registration _____ number:
.....

4.4. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:
DATE:
ADDRESS:
.....

SBD 7.1 - CONTRACT FORM – PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
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 services 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)	WITNESSES 1 2 DATE:
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

GENERAL CONDITIONS OF CONTRACT

The National Treasury General Conditions of Contract shall govern the contractual relationship between SARAO and the successful bidder. The contract is not attached, however is accessible on SARAO's website - <http://www.sarao.ac.za/tenders/procurement-documents>

BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to SARAO in accordance with the conditions requirements and specifications stipulated in this bid document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk.

My offer remains binding upon me and open for acceptance by SARAO during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

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

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

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

Signature of bidder: