National Research Foundation | SARAO South African Radio Astronomy Observatory

Invitation to Bid

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

Bid Number: NRF/SARAO SCBF/45/2026-27

SUPPLY, DELIVERY AND SUPPORT OF COMPUTING AND NETWORKING EQUIPMENT FOR THE MEERKAT BAND 5B PROJECT

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)

Bid Number:	NRF/SARAO SCBF/45/2026-27
Bid Title:	Supply, Delivery and Support of Computing and Networking Equipment for the MeerKAT Band 5B Project
Compulsory Briefing Session:	Not applicable
Closing Date and Time:	Tuesday, 17 November 2026 at 12.00PM
Bid Submission	Bid submission must be through the National Treasury e-submission portal, using the following link - https://admin.etenders.gov.za//Identity/Account/Login?ReturnUrl=%2F/
Instructions for Bid Submission:	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 SCBF/45/2026-27]. 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 method other than that prescribed above will not be accepted.

SUMMARY OF BID REQUIREMENTS	
Two Envelope System:	Yes
Bid Validity Period (from date of tender closure):	Sixty (60) days

SUPPLIER INFORMATION
Name of Bidder:
Contact Person:
Postal Address:
Street Address:

Telephone Number:			
Code		Number	
Cell Phone Number:			
Code		Number	
Facsimile Number:			
Code		Number	
E-Mail Address:			
VAT Registration Number:			

Supplier Compliance Status	Tax Compliance System PIN		**OR**	Central Supplier Database No.	MAAA

Are you the accredited representative in South Africa for the goods/services/works offered?	❑Yes ❑No [If yes enclose proof]	**Are you a foreign-based supplier for the goods/services/works offered?**	❑Yes ❑No [If yes, answer the questionnaire below]

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

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

BID SUBMISSION	
1.	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms – (not to be re-typed) or in the manner prescribed in the bid

	document.
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000. the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7.1) for this contract.
TAX COMPLIANCE REQUIREMENTS	
1.	Bidders must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za.
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za.
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.
BID ENQUIRIES	
Bid enquires may be directed to: 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. INTRODUCTION 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. CONTEXT OF THE PROCUREMENT NEED

This tender invitation is for the supply and delivery of computing and networking equipment, grouped as follows –

(a) MeerKAT Band 5B CBF Prototyping Compute Nodes, and warranties

(b) Network switch, and warranties

(c) Compute for Next-Generation Imaging Prototype, and warranties

Further context and detailed requirements for each group of components are set out in section A4 below.

A4. EQUIPMENT AND SERVICE SPECIFICATIONS

1. INTRODUCTION AND BACKGROUND

This tender is for the supply, delivery, and assembling, of three (3) groups of computing and networking components, together with applicable warranties. Bill of materials must be supplied for all components.

2. MOTIVATION AND CONTEXT

The ICT equipment specified in this tender is required for various prototyping and development activities for projects falling under the MeerKAT Programme. The equipment is grouped by function and the context for each is described below:

2.1 MeerKAT Band 5B CBF Prototyping Compute Nodes

Graphics Processing Unit (GPU) Compute Nodes are required to implement a prototyping and development system for next-generation correlator-beamformer data processing. This development system is to be used in the development of an upgraded data processing backend for the MeerKAT Band 5B Project. This new data processing backend is required to support the increased bandwidth of the MeerKAT Band 5B Project.

2.2 Network Switch and Warranties

A high-speed network switch is required to implement a prototyping and development system for next-generation correlator-beamformer data processing. This development system is to be used in the development of an upgraded data processing backend for the MeerKAT Band 5B Project. This high-speed network switch is required to provide interconnect between the processing nodes at the required speeds, sufficiently and efficiently for the increased bandwidth of the MeerKAT Band 5B Project.

Nvidia/Mellanox Networking is specified and required to ensure seamless interoperability with other aspects of the existing system including compute servers and pre-existing networks.

In addition, warranties for existing networking infrastructure currently deployed as part of the existing MeerKAT and MeerKAT Extension data network are required to be renewed.

2.3 Compute for Next-Generation Imaging Prototype

A Graphics Processing Unit (GPU) Compute Node is required to implement a prototyping and development system for next-generation imaging for a science data processing pipeline. This development system is to be used in the development of an upgraded data processing backend for the MeerKAT Extension and MeerKAT Band 5B Projects.

The current imaging hardware is unable to fulfil the data processing requirements for the MeerKAT Extension project, which increases the array size to up to 80 heterogeneous antennas, and the MeerKAT Band 5B Project which

introduces a need for higher-frequency imaging.

3. DETAILED SUPPLY DESCRIPTION AND BILL OF MATERIALS

The complete, required bill of materials, across all three groups, stated in this tender must be supplied, assembled and delivered to the SARAO Cape Town offices.

Note: Items may be delivered in batches as they become available, so as not to delay the delivery of available items due to the unavailability of other items. The appointed supplier must notify SARAO in writing, of any items subject to delay, including revised delivery dates. Each partial delivery may be invoiced separately.

3.1 MeerKAT Band 5B CBF Prototyping Compute Nodes

The assembly and supply of two (2) commercial off-the-shelf servers, and warranties. The required configuration of each of these servers is exactly specified. This architecture was tested and evaluated by SARAO, therefore, alternative parts will not be considered without discussion prior to bid submission.

3.1.1 Bill of Materials (BoM)

Item	Description	Quantity
MeerKAT Band 5B Correlator-Beamformer Processing Node	Commercial-off-the-shelf servers configured as specified in 3.1.2 below, and delivered as a complete, assembled unit	2
OOB IPMI License	Software License for server motherboard IPMI. See details in 3.1.3 below	2
5-year Warranty for Processing Nodes / Servers	Warranty and Technical Support to cover the entirety of the servers. Warranty must allow for user expansion and upgrading of the servers, but does not need to extend to cover any components outside the scope of this tender (one for each node/server) Warranty required: 5-Year, on-site, next business day	2
Delivery	SARAO Offices, Cape Town	

3.1.2 Configuration of Servers

Fully-assembled, rack-mounted, enterprise server with the following configuration:

(a) **Platform:** Supermicro A+ Server 2015CS-TNR: AS-2015CS-TNR

(b) Motherboard: H13SSW, revision 2.01 or later

(c) **CPU:** AMD EPYC TURIN 9355P, 32C/64T, with appropriate cooler

(d) **RAM**:12x 16GB DDR5-6400 ECC RDIMM (1Rx8), or faster

(e) **Important Notes:**

(i) ALL 12 memory channels must be populated

(ii) Minimum RAM speed is DDR5-6400, and must function in the motherboard at this speed (see https://www.supermicro.com/en/support/faqs/faq.php?faq=43110).

(iii) If these requirements cannot be met with 16GB DIMMs, then 12x larger DIMMs (DDR5-6400 or faster) are acceptable.

(f) **GPU:** 2x Nvidia RTX Pro 5000 Blackwell 48 GB

(g) **Network Interface Card:** 2x Nvidia 900-9X766-003N-SQ0 PCIe (ConnectX-7 400G NIC)

(h) **Storage/SSD:** 1x Small (240GB+) OS drive (SSD) compatible with the platform

(i) **Sundries:**

(i) Appropriate power cables for GPUs Nvidia RTX Pro Blackwell GPUs

(ii) 2x power cables (IEC C13 to C14)

(iii) Also include any other required internal cabling, and other platform sundries required

(iv) Suitable rail kit

(v) No Operating System Required

All servers are to be fully assembled and tested before delivery to SARAO. Testing may be limited to ensuring that the servers power on, pass POST (power-on-self-test) and that the BIOS is accessible.

3.1.3 Required Software Licenses

(a) Out of Band (OOB) Software License Key, e.g., Supermicro (SFT-OOB-LIC)

(i) Note that only OOB management is required and Supermicro SFT-OOB-LIC meets this sufficiently. Therefore, supply of the Datacentre Management Suite (DCMS) license is explicitly not required.

(b) A unique license is required for each of the two (2) servers, tied to their IPMI MAC addresses

3.1.4 General Specifications

(a) All equipment must be compatible with a 220 V, 50 Hz power supply.

(b) All equipment must operate as a minimum in the operational temperature range of 10 to 25 °C

3.1.5 Warranty and Support

Comprehensive 5-year warranty and support service commencing from the date the goods are received and accepted by SARAO.

3.2 Network Switch and Warranties

Supply of a single commercial-off-the-shelf switch and applicable warranty. Renewal of support and warranties for twenty-three (23) existing Nvidia Network Switches (part numbers provided in this specification, serial numbers will be supplied upon award of bid).

3.2.1 Bill of Materials (BoM)

Part Number	Description	Quantity
Network Switch		
MSN4700-WS2F	Nvidia Spectrum-3 based 400GbE 1U Open Ethernet Switch with Onyx, 32 QSFPDD ports, 2 Power Supplies (AC), x86 CPU, standard depth, P2C airflow, Rail Kit	1
Support Services for New Switch		
N/A	Nvidia Technical Support and Warranty - Silver, or similar, 2- Year, for SN4700 (MSN4700-WS2F)	1
Renewal of Support Services for Existing Switches		
N/A	Renewal of Nvidia Technical Support and Warranty - Silver, 1 Year, for SN3700 (MSN3700-VS2F)	6
N/A	Renewal of Nvidia Technical Support and Warranty - Silver, 1 Year, for SN4700 (MSN4700-WS2F)	9
N/A	Renewal of Nvidia Technical Support and Warranty - Silver, 1 Year, for SN4600C (MSN4600-CS2F)	8
Other Services		
Delivery	SARAO Offices, Cape Town	1

3.2.2 General Specifications

(a) All equipment must be compatible with a 220 V, 50 Hz power supply.

(b) All equipment must operate as a minimum in the operational temperature range of 10 to 25 °C

3.2.3 Warranty and Support

Bidders must provide an appropriate 2-year warranty for all newly supplied items, and a 1-year warranty renewal for existing items already procured by SARAO. The warranty for the new items shall commence from the date the goods are received and accepted by SARAO. The renewed warranty shall be effected based on

the current support plan and warranty coverage in place with Nvidia. Serial numbers of existing switches will be provided to the winning bidder.

3.3 Compute for Next-Generation Imaging Prototype

The assembly and supply of one (1) commercial-off-the-shelf server and warranties. The desired performance and capabilities for this server are specified. Certain components (e.g., Network Interface Cards or Graphics Processing Units) are exactly specified. This is to ensure compatibility with the existing system infrastructure and system stack. In these cases, alternative parts will not be considered without prior discussion before the submission of the bid.

3.3.1 Bill of Materials (BoM)

Item	Description	Quantity
Next-Generation Imaging Server	Commercial-off-the-shelf servers configured as specified in 3.3.2, and delivered as a complete, assembled unit	1
5-year Warranty for Processing Nodes / Servers	Warranty and Technical Support to cover the entirety of the servers. Warranty must allow for user expansion and upgrading of the servers, but does not need to extend to cover any components outside the scope of this tender (one for each node/server) Warranty required: 5-Year, on-site, next business day	1
Delivery	SARAO Office, Cape Town	1

3.3.2 Configuration of Servers

Fully-assembled, rack-mounted, enterprise server with the following configuration:

(a) **Chassis/Platform:** single chassis server with suitable motherboard, power, space and cooling for the components and specifications listed below. Platform (i.e., motherboard) must also support:
  (i) Capable of accepting another 1x FLFH dual-slot GPU add-in card
  (ii) Dedicated, physically separate RJ45 1GbE port for BMC/IPMI management, not shared with any host network interface
  (iii) At least one additional RJ45 network interface of 1 GbE or faster for LAN connectivity

(b) **CPU**: Single socket AMD EPYC Zen 5 with at least 84 cores

(c) **RAM:** At least 768 GB Total Memory DDR-5 6000 MHz or faster
  (i) Desired configuration: 12 x 64GB, with all memory channels populated
  (ii) Important Notes:

- ALL memory channels must be populated - if the platform has more or less memory channels, the number of DIMMS must be adjusted to ensure all channels are populated
- Minimum RAM speed is DDR5-6000, and must function in the motherboard at this speed

(d) **GPU:** 1x Nvidia RTX Pro 5000 Blackwell

(e) **Network Interface Card:** 1x 400 GbE NIC - Single Port (Preferably Nvidia ConnectX-7 Ethernet 900-9X766-003N-SQ0 PCIe)

(f) **Fast Storage:** 4 x 2 TB PCIe4 or PCIe5 NVMe storage - 6 GBps (Gigabytes per second) write speed minimum

(g) **OS Drive:** 1x Small (240GB+) OS drive (SSD) compatible with the platform

(h) **Sundries:**

(i) Any associated internal cabling and other required platform sundries to ensure all components are supported

(ii) Appropriate power cables for Nvidia RTX Pro Blackwell GPU

(iii) Power cables compatible with C13/C14 or C19

(iv) Suitable Rail kits to fit standard APC 19-inch rack

(v) No operating system required

Server to be fully assembled and tested before delivery to SARAO. Testing may be limited to ensuring that the servers power on, pass POST (power-on-self-test) and that the BIOS is accessible.

3.3.3 General Specifications

(a) All equipment must be compatible with a 220 V, 50 Hz power supply.

(b) All equipment must operate as a minimum in the operational temperature range of 10 to 25 °C

3.3.4 Warranty and Support

Bidders must provide a comprehensive 5-year warranty and support service commencing from the date the goods are received and accepted by SARAO.

4. CONFIRMATION OF SUPPORT CAPABILITY

Bidders must provide documentation outlining their capability to provide support for the items supplied. Bidders shall either be the Original Equipment Manufacturer (OEM) for the components or an authorised reseller. To support this, bidders will be required to either furnish proof stating their OEM status or authorised reseller status and their ability to supply and effect warranty and support plans for the following components:

(a) Supermicro chassis and auxiliary components

(b) Supermicro motherboards

(c) AMD EPYC CPUs

(d) Random Access Memory (RAM) modules

(e) Nvidia/Mellanox Network Interface Cards

(f) Nvidia Graphics Processing Units

(g) Nvidia Ethernet Network Switches

(h) OEM chassis and auxiliary components

(i) OEM motherboards

(j) Random Access Memory (RAM) modules

5. **PACKAGING**

All physical components must be suitably packaged - as per OEM recommendations and requirements - for transport to prevent damage.

6. **DOCUMENTATION**

Bidders must provide documentation outlining their capability to supply items and provide support for the items supplied. Bidders must either be the Original Equipment Manufacturer (OEM) for the components offered, or an authorised reseller. To support this, bidders must furnish proof stating their OEM status or authorised reseller status and their ability to supply items and effect appropriate warranty and support plans.

7. **LEAD TIMES AND DELIVERY**

(a) Bidders must provide reasonable lead-times, i.e., 8-12 weeks, subject to market conditions.

(b) Delivery must be to SARAO Offices, Liesbeek House Riverpark, Gloucester Road, Mowbray, Cape Town, 7700.

(c) The appointed bidder may deliver items in batches as they become available and shall not delay the delivery of the available items due to unavailability of others. The supplier shall notify SARAO in writing of any items subject to delay, including revised delivery dates. Each partial delivery may be invoiced separately.

A5. BID SELECTION

STAGE 1 - SUBMISSION OF RETURNABLE DOCUMENTS

NOTE:

(1) All mandatory criteria must be complied with in order for bidders to qualify to the next stage of evaluation.

(2) All SBD forms marked as mandatory must be completed and signed by bidders. However, SARAO may apply the discretion to allow bidders to complete and/or sign SBD forms not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable documents must be of a purely administrative nature, and may not pertain to the substance of the bid such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid, or their price or preference score.

(3) Each member of a joint venture, or consortium must submit separate SBD 1, 4 and 6.1 returnable forms.

Document description	Weight (Mandatory/ Optional)	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Document Reference	SCM Verification (Yes/No)
SBD 1 Form (Invitation to Bid)	**Mandatory**	Has the bidder completed the SBD 1 form?	Yes / No	Page 3-5	
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	Page 18-19 & 28-31	
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	Page 18-19 & 28-31	
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 (at least R20,000 in the preceding 3 years), invested in ESD beneficiaries in the last 3 years, in order to satisfy the specific goal of	Yes / No	Page 18-19 & 28-31	

		"Enterprise and Supplier Development" and claim preference points in Stage 3 of Bid Selection?			
Printout of bidder's Central Supplier Database (CSD) registration report, or CSD Number	**Mandatory**	Is the bidder registered with CSD, or capable of registering prior to tender award?	Yes / No	This page	
SBD 4 Form (Bidder's Disclosure)	**Mandatory**	Has the bidder completed the SBD 4 form? Has the bidder made any disclosure which would preclude it from responding to this bid?	Yes / No	Page 25-27	
SBD 6.1 Form (Preferential Points Claim Form)	**Mandatory**	Has the bidder completed the SBD 6.1 form?	Yes / No	Page 28-31	
SBD 3.2 Form (Pricing Schedule)	**Mandatory**	Has the bidder submitted its price offer for the services offered?	Yes / No	Page 49-52	
Tender Submission Declaration	**Mandatory**	Has the bidder confirmed, by signing this form, that its bid is validly submitted?	Yes / No	Page 53-54	

STAGE 2 - FUNCTIONALITY EVALUATION CRITERIA

NOTE:

(1) Failure by bidders to submit the evidence requested in this section, to demonstrate that they satisfy the functional requirements specified in this section, will result in disqualification.

(2) No second opportunity will be given to submit evidence not submitted, except in the case (subject to the discretion of the NRF), where there is no competition (i.e. one bid is received) and therefore no prejudice will accrue to any other bidder.

(3) Bids will be disqualified for failure to satisfy the specified minimum threshold for functionality. The functionality criteria tabulated below are mandatory. Bidders must satisfy each criterion to qualify to the next stage of evaluation.

No.	Functional Requirement	Weight	Evidence Required	Assessment	BEC Verification
1.	Evidence of OEM or authorised reseller status for the equipment offered - applies to compute servers and networking equipment	**Mandatory**	Documentary evidence that bidder is the OEM for the equipment offered, or an authorised reseller	Yes / No	
2.	Confirmation of supply of servers configured as specified	**Mandatory**	Data sheets matching equipment specifications	Yes / No	
3.	Confirmation of supply of switches as specified	**Mandatory**	Data sheets matching equipment specifications	Yes / No	
4.	Confirmation of capability to provide Warranty and Support - applies to compute servers and networking equipment	**Mandatory**	Documentary evidence indicating bidder is capable of providing maintenance and support contracts	Yes / No	
5.	Confirmation of Warranty and Support Extent and Period - applies to compute servers and networking equipment	**Mandatory**	Documentary evidence detailing the extent of the warranty and support, including start date and end date	Yes / No	
6.	Confirmation that the Warranty and Support plans allow for user upgrades of the servers	**Mandatory**	Documentary evidence detailing that the warranty on this supplied configuration shall not be voided in the event of user upgrades and expansion	Yes / No	
7.	Confirmation of capabilities to assemble servers as required	**Mandatory**	Documentation, in the form of references (two or more) or accounts of previous work, proving that the bidder has	Yes / No	

			experience in assembling servers		

HAS THE BIDDER COMPLIED WITH ALL THE MANDATORY EVALUATION CRITERIA IN THIS STAGE?	**YES – PASS TO STAGE 3**	**NO – DISQUALIFIED**

STAGE 3 – PRICE AND PREFERENCE

Bids which meet the minimum requirements in Stage 2, will be evaluated on price and preference (Stage 3) 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 x (1 - (Pt - Pmin) / Pmin)
- Where Ps = bidder's price score, Pt = bidder' price, Pmin = the lowest acceptable offer price.

PREFERENCE

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	
Ownership:	**Maximum Score: 8**	

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

	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	
SMME Support:	**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 - tender-enquiries@sarao.ac.za.
3.2	Responses to bid enquiries will be provided in writing. If possible, responses will be sent to all prospective bidders.
3.3	The last date for the submission of enquiries shall be three (3) working days from the closing date of the tender.
4.	**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.	**Tender Offer Validity**

12.1	Bidders must hold their tender offers valid, irrevocable and open to acceptance by SARAO for a period of 60 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 60 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.	**Two envelope system**
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.	**Central Supplier Database Registration**
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.	**Tax Compliance Status**
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.	**Invalid bids**

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.	**Negotiations with Preferred Bidders**
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.	**Cancellation of the bid prior to award**
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, 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

[2] Price and preference ranking

	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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed

by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
…

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… …….

Signature Date

…… ……....

Designation 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 specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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 AWARDED FOR 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 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	(iii) B-BBEE certificate, or (iv) 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	
Ownership:	**Maximum Score: 8**	

	points	
Bidder is at least 51% Black-owned	3	(iii) B-BBEE certificate, or (iv) 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	
SMME Status	**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**	

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, 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
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.
Substitute Clause 1.24 with the following:	
1.24	**"Services"** shall mean all activities pertaining to the deliverables the Supplier is required to deliver to the Purchaser under this Agreement. This definition shall also be applicable, as the context requires, anywhere where the word "supplies" or "goods" appear in the GCC.
Add the following clauses after Clause 1.25:	
1.26	**"Agents"** means any person or party, 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, namely, the Bid Document, including these Special Conditions of Contract; the Supplier's bid and price submission in response to Bid Ref: NRF/SARAO SCBF/45/2026-27; 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 and signed between the Parties.
1.29	**"Bid document"** means the bid document issued by the Purchaser with Reference Number, NRF/SARAO SCBF/45/2026-27.
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	**"Loss"** means loss, injury, death and/or damage.
1.32	**"Material breach"** means a breach by either Party of a material obligation, imposed on such Party in terms of this Agreement.
1.33	**"NRF"** means the National Research Foundation, a Schedule 3A statutory entity established in terms of the Public Finance Management Act, No. 1 of 1999, as well as the National Research Foundation Act, Act 19 of 2018, as amended.
1.34	**"OEM"** means Original Equipment Manufacturer;

1.35	**"Parties**" means the Purchaser and Supplier, referred to collectively;
1.36	**"Personnel"** means either Party's, as the context may indicate, directors, employees, officers, each aforementioned acting strictly in the course and scope of its employment towards a Party, or Agents.
1.37	**"Supplier"** means the party to this Agreement supplying the goods and services as defined herein, and with whom this Agreement is concluded.
1.38	**"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	Only when notified of the acceptance of the bid and on receipt of an official Order from the Purchaser, commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction of the Purchaser;
3A1.2	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;
3A1.3	Subject to Clauses 22A, 23, 23A, and 25, complete and deliver the goods within the lead time specified in the purchase order issued under this bid document as agreed upon by the Parties, the maximum allowable period being within 30 days from the delivery date stipulated on the purchase order;
3A1.4	Supply the goods within reasonable lead times, and in line with market conditions;
3A1.5	Provide all of the necessary materials, labour and equipment required for the delivery of the goods, including any temporary goods or services that may be required;
3A1.6	Deliver the goods with an original delivery note, original invoice, and instruction/service manual, where applicable;
3A1.7	Subject to Clauses 22A, 23, 23A, and 25, complete and deliver the goods within the lead time specified in the purchase orders issued under this bid document as agreed upon by the Parties;
3A1.8	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;
3A1.9	Within the scope of the services, comply with all reasonable and lawful instructions issued by the Purchaser;
3A1.10	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 the 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;
3A1.11	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.
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;
3B1.2	it will advise the Supplier of any change to its processes or circumstances relevant to the provision of the Services by the Supplier in writing immediately once 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;
3B1.4	it may arrange meetings with the Supplier, as and when required during the course of the contract, to establish that the Services are being performed in compliance with this Agreement;
3B1.5	it will evaluate the Supplier's performance on the Agreement, from time to time during the course of the Agreement, against the expected outcomes and deliverables in terms of this Agreement;
3B1.6	it will make payment to the Supplier for the performance of the Services as set out herein within thirty (30) days after receipt of an invoice from the Supplier, paid free from set-off, deduction or arbitrary withholding other than as provided for in Clause 3A1.7;
3B1.7	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 same.
10.	**Delivery and Documentation**
Add the following clause after Clause 10.2:	
10.3	The supplier must deliver the goods within reasonable lead times, as determined by market conditions.
10.4	The supplier may deliver the goods in batches as they become available, and shall not delay the delivery of the available items due to the unavailability of others.
10.5	The supplier shall notify the purchaser in writing of any items subject to delay, including revised delivery dates.
10.6	The supplier shall invoice each partial delivery separately.
10.7	The supplier shall deliver the goods with an original delivery note, original invoice, and instruction/service manual (where applicable).
10.8	The supplier shall provide at a minimum, the following documentation (in hard copy and pdf format) for each equipment delivered -
10.8.1	Certificate of conformance
10.8.2	Packing list

10.9	Delivery must be to the SARAO Office, located at Liesbeek House Riverpark, Gloucester Road, Mowbray, Cape Town.
11	**Insurance**
Add the following clauses after Clause 11.1:	
11.2	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**
Substitute Clause 15.2 with the following clause:	
15.2	The Supplier shall provide the warranties and support services detailed in Part A of this document. The warranties and support services shall remain valid for the durations stated, once the goods have been delivered to, and accepted by the Purchaser.
Add the following clause after Clause 15.5:	
15.6	The Supplier must, within the next business day of receipt of a warranty claim, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
15.7	In the event that the Supplier is not the OEM of the goods supplied, it must ensure that it offers the Purchaser a valid warranty, claimable from the OEM.
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 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 the order;
16.6	invoices must be accompanied by the signature of the Purchaser's authorised representative, confirming performance or delivery in accordance with prescribed quality and/or quantity in terms of this Agreement, and that amounts claimed are in accordance with this Agreement and any purchase orders issued in terms thereof.
17	**Prices**
Add the following clause after clause 17.1:	
17.2	Unless otherwise stated in the Agreement, the contract price quoted by the Supplier is required to remain fixed for the duration of the contract. In the case of imported goods, the contract price may be subject to adjustment based on rate of exchange fluctuations affecting the contract price, prior to the Supplier issuing an invoice to the Purchaser.
19	**Assignment**
Substitute Clause 19.1 with the following:	
19.1	The Supplier shall not assign, in whole or in part, its obligations to perform under the contract.

22	**Penalties**
Substitute Clause 22.1 in its entirety with the following:	
22.1	Subject to Clause 25, if the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, apply the following penalties -

Service	**Measurement methodology**	**Penalty trigger level**	**Penalty**
Delivery of the computing and networking components in accordance with the Bill of Materials (BoM) detailed in this Bid Document	The goods delivered matches the specifications detailed in the BoM, except where deviations have been specifically agreed upon by both parties in writing	For reasons directly attributable to the Supplier, which would have been avoided had reasonable care been taken, the Supplier delivers non-conforming or substandard equipment that fails to match the BoM	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 BoM, 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.
Timely technical support response and resolution for hardware faults, in accordance with agreed upon timeframes	The Supplier responds to support ticket and resolves hardware fault within agreed upon timeframes	Failure to acknowledge or resolve a critical hardware or network ticket within the specified timeframes	The Purchaser shall impose the following penalties – <u>Response time</u>: R300 per hour of non-response <u>Resolve time</u>: 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.
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 expenses 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, 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	the Supplier shall not 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 Supplier nor the Supplier's Personnel shall be liable to the Purchaser, the Purchaser's Personnel or any Third Party for any Loss whether direct, indirect, special, incidental, punitive or consequential, and the Purchaser 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 it is attributable to the failure by the Purchaser 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, including the General Conditions of Contract (GCC) 2010 (National Treasury);
35.1.2	these Special Conditions of Contract;
35.1.3	the Supplier's support and maintenance contract for the provision of the Services;
35.1.4	the Supplier's bid submission in response to Bid Ref: NRF/SARAO SCBF/45/2026-27;
35.1.5	the Supplier's bid price submission in response to Bid Ref: NRF/SARAO SCBF/45/2026-27;
35.1.6	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 contract 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 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 of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"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, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	**Payment**
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
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 against 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 amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
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 SCBF/45/2026-27 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 SCBF/45/2026-27), including the Special Conditions of Contract (SCC);
2.2	The Supplier's bid submission in response to Bid Ref. NRF/SARAO SCBF/45/2026-27;
2.3	The Supplier's bid price in response to Bid Ref. NRF/SARAO SCBF/45/2026-27;
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 7.1: 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 SCBF/45/2026-27 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, Delivery and Support of Computing and Networking Equipment for the MeerKAT Band 5B Project		Once-off supply and delivery (including varying warranty and support service terms)		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.	**Exchange Rate Fluctuations:**
5.1	Where imported goods or services are to be supplied, and pricing is subject to exchange rate fluctuations, the portion of the bid price subject to exchange rate fluctuations must be stated.
5.2	For all components of this tender that rely on imported goods, services, or materials, bidders must strictly use the **United States Dollar (USD)** as the underlying foreign currency baseline.
5.3	The final total bid price must be in South African Rand (ZAR).
5.4	For the imported portion of the bid price, the conversion from USD to ZAR must use the USD/ZAR rate published by the South African Reserve Bank (SARB) at 11:00 AM on the **Tender Base Date: Tuesday, 10 November 2026**.
5.5	No adjustment will be accepted if the variance between the Base Rate and the Claimed Rate is **less than 3%.**
5.6	ROE claims must be supported by official proof of import documentation, customs clearance certificates, the actual bank remittance advice, and an SBD 3.2 reconciliation sheet.
6.	**Bid Price Calculation:** Estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.

SBD 3.2 – PRICING SCHEDULE – NON-FIRM PRICES

(PURCHASES)

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

Name of Bidder ……	Bid number: NRF/SARAO SCBF/45/2026-27
Closing Time: 12.00PM	Closing date: Tuesday, 17 November 2026

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. **QUANTITY** **DESCRIPTION** **BID PRICE IN RSA CURRENCY**

****(ALL APPLICABLE TAXES INCLUDED).**

NOTE: CARRY OVER BID PRICE TO PRICING SCHEDULE ON PAGE 52

- **Required by:** ……
- **At:** ……..……..
- **Brand and model** ……..……..
- **Country of origin** ……..…….
- **Does the offer comply with the specification(s)?** ***YES/NO**
- **If not to specification, indicate deviation(s)** ……..
- **Period required for delivery** ……
- **Delivery:** ***Firm/not firm**

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

SBD 3.2 PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

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

Where:

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

3. The following index/indices must be used to calculate your bid price:

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

NOT APPLICABLE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Bidders must indicate which portion of the price is subject to rate of exchange variations, and the amounts remitted abroad.
2. For all components of this tender that rely on imported goods, services, or materials, bidders must strictly use the **United States Dollar (USD)** as the underlying foreign currency baseline.
3. The USD/ZAR rate published by the South African Reserve Bank (SARB) at 11:00 AM on the **Tender Base Date: Tuesday, 10 November 2026**, must be used to calculate the portion of the bid price subject to rate of exchange.
4. No adjustment will be accepted if the variance between the Base Rate and the Claimed Rate is **less than 3%.**
5. ROE claims must be supported by official proof of import documentation, customs clearance certificates, the actual bank remittance advice, and an SBD 3.2 reconciliation sheet.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	MANDATORY FOREIGN CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
South African Reserve Bank (SARB)			USD	**ZAR=**		
			USD	**ZAR=**		
			USD	**ZAR=**		
			USD	**ZAR=**		
			USD	**ZAR=**		
			USD	**ZAR=**		

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

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

C2. PRICING SCHEDULE (SBD 3.2)

No	Description	Type / Size	Quantity	Unit Price	Total (Excluding VAT)
1.	MeerKAT Band 5B Correlator-Beamformer Processing Node	As per spec	2		
2.	OOB IPMI License	As per spec	2		
3.	5-year Warranty for Processing Nodes / Servers (Band 5B Correlator-Beamformer Processing Nodes)	As per spec	2		
4.	Nvidia Spectrum-3 Network Switch	As per spec	1		
5.	Nvidia Technical Support and Warranty for newly supplied Network Switch	As per spec	1		
6.	Renewal of Nvidia Technical Support and Warranty - Silver, 1 Year, for SN3700	As per spec	6		
7.	Renewal of Nvidia Technical Support and Warranty - Silver, 1 Year, for SN4700	As per spec	9		
8.	Renewal of Nvidia Technical Support and Warranty - Silver, 1 Year, for SN4600C	As per spec	8		
9.	Next-Generation Imaging Server	As per spec	1		
10.	5-year Warranty for Processing Nodes / Servers (Next-Generation Imaging Server)	As per spec	1		
11.	Delivery	As per spec	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	