

## Sound Equipment for Digital Media Facility

| BID DESCRIPTION                              |   |  |
|--|---|--|
| <b>Bidder Name:</b>                          |   |  |
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|  |   |  |
|  |   |  |
| <b>Number:</b>                               | RFQ/NRF/SAASTA COMM/03/2022-23  |  |
| <b>Closing Date</b>                          | 28 February 2023 at 11:00am   |  |
| <b>Closing Time:</b>                         |   |  |
| <b>Bid Submission Address</b>                | Bid box is situated at the entrance, DIDACTA Building, 211 Nana Sita Street, Pretoria<br>24 Hours access<br>GPS coordinates: 25° 45'03,30"S & 28° 11'21,42"E<br>Dimensions of tender box opening: 10 cm X 40 cm |  |
| <b>Envelope Addressing</b>                   | On the face of the envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address is required.  |  |
| <b>Enquiries are directed in writing to:</b> |   |  |
| <b>Section</b>                               | Supply Chain Management (administrative)  | Technical enquiries  |
| <b>Contact person</b>                        | Sindisiwe Ntuli   | Jacky Tshokwe  |
| <b>Email address</b>                         | <a href="mailto:S.Ntuli@saasta.nrf.ac.za">S.Ntuli@saasta.nrf.ac.za</a>  | <a href="mailto:J.Tshokwe@saasta.nrf.ac.za">J.Tshokwe@saasta.nrf.ac.za</a> |

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# INTRODUCTION

## 1.1. 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.

## 1.2. BACKGROUND TO SAASTA

The South African Agency for Science and Technology Advancement (NRF-SAASTA) is a business unit of the National Research Foundation. Its mission is to promote broad public awareness, appreciation and understanding of science, engineering and technology in South Africa.

### 1.2.1. CONTEXT

NRF-SAASTA seeks to procure the services of an acoustic specialists with the technological insights to offer acoustical engineering and installation services.

## 2. PART A – BID REQUIREMENTS

### 2.1. SOUND EQUIPMENT REQUIREMENTS SPECIFICATIONS

NRF-SAASTA seeks to procure the services of an acoustic specialists with the technological insights to offer acoustical engineering and installation services.

NRF-SAASTA would like to appoint suitable service providers with the following qualities:

- A minimum of 48 months in the supply of sound equipment.
- Proof that the bidder has previously supplied and installed studio sound and equipment with a minimum of three (3) contactable clients.
- Proof of being OEM certified or accredited.
- Three written reference letters (with contact details) that are not older than 36 months, on referee's letterheads are required. Failure which the bidder will be disqualified.
- As part of due diligence the appointed bidder will be required to submit proof of financial capacity and guarantee of stock availability.

#### SOUND EQUIPMENT REQUIREMENT SPECIFICATIONS

**Detailed specifications of the goods to be procured or similar/equivalent, but with the minimum specifications as detailed below.**

**NB: The equipment provided must be integrated, compatible and functional. Warranty and guarantee of twenty four (24) months to be included.**

| Audio Equipment list | Description  | Quantities |
|----------------------|--|------------|
| Microphone           | <ul style="list-style-type: none"> <li>• Electro Voice</li> <li>• Type: Dynamic</li> <li>• Polar Pattern: Cardioid</li> <li>• Frequency Response:30Hz-18kHz</li> <li>• Output Impedance:150 ohms</li> <li>• Color :Black</li> <li>• Connector: XLR</li> <li>• Weight:1.5 lbs.</li> <li>• Manufacturer Part Number:F.01U.120.616</li> </ul>   | 4          |
| Microphone Processor | <ul style="list-style-type: none"> <li>• <b>Dbx 266xs Dual Channel Compressor/Gate</b></li> <li>• <b>Mic Preamp Connector:</b> XLR Floating balanced, Pin 2 Hot</li> <li>• <b>Mic Preamp Input Impedance:</b> ~4.2k<math>\Omega</math></li> <li>• <b>Mic Preamp gain:</b> 0dB to +60dB</li> <li>• <b>Mic Preamp Phantom Power:</b>+48VDC, applied to XLR pins 2 and 3 through 6.81k<math>\Omega</math> resistors</li> <li>• <b>CMRR:</b> &gt;40dB, typically 55dB</li> <li>• <b>Mic Preamp max input level:</b> 0.2Vrms, Gain = 30dB</li> <li>• <b>Mic Preamp Equivalent Input Noise (EIN):</b> -125dBu, 22Hz-22kHz, 150<math>\Omega</math> source impedance</li> <li>• <b>Input Connectors:</b> (line) Floating balanced, TIP Hot</li> <li>• <b>Input Impedance:</b> (line) 10k<math>\Omega</math> unbalanced, 20k<math>\Omega</math> balanced</li> <li>• <b>Max Input:</b> (line) &gt;+21dBu, balanced or unbalanced</li> <li>• <b>Input Gain Range:</b> (line) -15dB to +45 dB</li> <li>• <b>Insert Connector:</b> 1/4" TRS: Normalled; tip is Send, ring is Return</li> <li>• <b>Insert Impedance:</b> &gt;5k<math>\Omega</math> (ring-return); 100<math>\Omega</math> (tip-send)</li> <li>• <b>Insert Max Level:</b> &gt;+21dBu; &gt;+20dBm (600<math>\Omega</math> load-tip)</li> <li>• <b>Insert Noise:</b> &lt;-84dBu, unweighted (20Hz-20kHz); LINE GAIN Control set to 0dB</li> <li>• <b>Insert Distortion:</b> &lt;0.01% THD, 20Hz-20kHz, +10dBu</li> <li>• <b>Output Connectors:</b> 1/4" Balanced/Unbalanced TRS Connectors</li> <li>• <b>Output Impedance:</b> 100<math>\Omega</math> unbalanced, 200<math>\Omega</math> balanced</li> <li>• <b>Max Output:</b> &gt;+21dBu, &gt;+20dBm (600<math>\Omega</math> load)</li> <li>• <b>Gain Adjustment Range:</b> -30dB to +10dB</li> <li>• <b>Noise:</b> &lt;-80dBu unweighted (20Hz-20kHz); Both Gain Controls set for 0dB, all processing controls OFF</li> <li>• <b>Frequency Response:</b> 20Hz to 20kHz, +0.5, -0.5dB</li> </ul> | 2          |

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|  | <ul style="list-style-type: none"> <li>• <b>THD:</b> &lt;0.08%THD, 20Hz-20kHz, +10dBu, all Processing Controls OFF</li> <li>• <b>Compressor Threshold Range:</b> -40dBu to +20dBu</li> <li>• <b>Compressor Threshold Characteristic:</b> OverEasy®</li> <li>• <b>Compressor Ratio:</b> &gt;4:1 For input levels beyond 20dB above threshold</li> <li>• <b>Max Compression:</b> 30dB</li> <li>• <b>Compressor Attack Time:</b> Program-Dependent; &gt;1s for small level increases, down to 10ms for large increases</li> <li>• <b>Compressor Release Time:</b> Program-Dependent; adjustable between approximately 1dB/sec and 75dB/sec</li> <li>• <b>Compressor Distortion:</b> Typically &lt;0.05%THD, 20Hz-20kHz, 15dB G/R, +10dBu Output, DENSITY @ 0</li> <li>• <b>IMD:</b> SMPTE: &lt;0.05%; 60Hz/7kHz 4:1, 15dB G/R, +10dBu Output Level, DENSITY @ 0</li> <li>• <b>De-esser Characteristic:</b> Wideband Gain Reduction</li> <li>• <b>De-esser Frequency Range:</b> 800Hz to 10kHz High Pass, 12dB/octave</li> <li>• <b>De-esser Release Time:</b> 12dB/octave Program-Dependent; approximately 1mS/dB</li> <li>• <b>Enhancer HF Detail Characteristic:</b> Program-controlled shelving equalizer, approximately 15dB maximum HF boost</li> <li>• <b>Enhancer LF Detail Characteristic:</b> Bell-shaped boost @ 80Hz, bell-shaped cut @250Hz, ratio is approximately 2:1</li> <li>• <b>Expander/Gate Threshold Range:</b> OFF to +15dBu</li> <li>• <b>Expander/Gate Ratio:</b> Adjustable 1.5:1 to 10:1</li> <li>• <b>Expander/Gate Max Depth:</b> &gt;50dB</li> <li>• <b>Expander/Gate Attack Time:</b> Program-Dependent, approximately 2mS (at maximum attenuation)</li> <li>• <b>Expander/Gate Release Time:</b> Program-Dependent, approximately 10mS/dB</li> <li>• <b>Expander/Gate Dynamic Range:</b> Typically 105dB</li> <li>• <b>Power Consumption:</b> 15W</li> <li>• <b>Operating Voltage:</b> DO: 120VAC 60Hz, 100VAC 50/60Hz; EU: 230VAC 50/60Hz</li> <li>• <b>Operating Temperature:</b> 0°C to 45°C (32°F to 113°F)</li> <li>• <b>Dimensions:</b> 1.75" x 5.75" x 19" (4.5cm x 14.6cm x 48.5cm)</li> <li>• <b>Unit Weight:</b> 4.5 lbs/2.04 Kgs</li> </ul> |  |
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|                       | <ul style="list-style-type: none"> <li>• <b>Shipping Weight:</b> 6.54 lbs/2.97 Kgs</li> </ul>   |   |  |
| Mic Arm               | <ul style="list-style-type: none"> <li>• <b>Rode PSA1+ Premium Professional Studio Boom Arm</b></li> <li>• <b>Thread Size:</b> 3/8 or 5/8 (with included adaptor)</li> <li>• <b>Weight (g):</b> 1520</li> <li>• <b>Horizontal Reach (mm):</b> 940</li> <li>• <b>Vertical Reach (mm):</b> 860</li> <li>• <b>Dimensions (mm):</b> 65 W x 940 H x 100 D</li> <li>• <b>Minimum Weight Supported (g):</b> 94</li> <li>• <b>Maximum Weight Supported (g):</b> 1200</li> </ul>   | 4 |  |
| Headphones            | <ul style="list-style-type: none"> <li>• <b>Beyerdynamic DT770 PRO Closed Back (or similar with minimum specification suitable for broadcasting)</b></li> <li>• <b>Operating Principle:</b> Closed</li> <li>• <b>Transmission Type:</b> Wired</li> <li>• <b>Nominal Impedance Headphones:</b> 80 ohms</li> <li>• <b>Headphone frequency response:</b> 5 – 35.000 Hz</li> <li>• <b>Nominal sound pressure level :</b> 96 dB</li> <li>• <b>Sound coupling to the ear:</b> Circumaural (around the ear)</li> <li>• <b>Cable &amp; Plug:</b> Straight connecting cable with mini-jack plug (3.5 mm) &amp; ¼" adapter (6.35 mm)</li> </ul> | 5 |  |
| Headphone Distributor | <ul style="list-style-type: none"> <li>• Professional multi-purpose headphones amplifier system for stage and studio applications</li> <li>• Highest sonic quality with virtually all types of headphones even at maximum volume</li> <li>• 8 totally independent stereo high-power amplifier sections in one rack space</li> <li>• 2 stereo Main inputs for two independent mixes, accessible from all 8 output channels</li> <li>• 8 independent Direct inputs provide up to 8 individual stereo mixes</li> </ul>   | 1 |  |
| Mixer Console         | <ul style="list-style-type: none"> <li>• 32 mono channels</li> <li>• 2 dual stereo inputs with 4-band EQ</li> <li>• Neutrik mic XLR</li> <li>• Neutrik 1/4 inch jacks</li> <li>• Channel insert</li> <li>• Super wide gain 'DuoPre' mic line input</li> <li>• 4-band EQ with 2 swept mids and in/out switch</li> <li>• Illuminated mute</li> <li>• Sound image pan</li> <li>• Illuminated PFL &amp; peak warning indicator</li> <li>• ALPS 100mm faders</li> <li>• 6 auxiliary sends (2 pre, 2 post, 2 pre/post)</li> <li>• 4 sub-groups fed from each channel</li> <li>• All inputs with level control</li> </ul>                    |   |  |

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|                         |  | <ul style="list-style-type: none"> <li>• 12 bar meters</li> <li>• L, R and M main mix outputs</li> <li>• 2 matrix sections available; can send output to USB</li> <li>• Individual channel 48V phantom power</li> <li>• Direct output on every mono channel</li> <li>• Peak and signal indication on every channel</li> <li>• Configurable USB stereo audio in/out</li> <li>• Master level controls on all outputs</li> <li>• Easy to use layout – all connections and controls on top surface</li> </ul>   |  |
| Audio Processor         |  | <ul style="list-style-type: none"> <li>• dbx Compression</li> <li>• AFS™ (Advanced Feedback Suppression)</li> <li>• Graphic EQ</li> <li>• 8-Band Parametric EQ (adjusted when using the AutoEQ)</li> <li>• Subharmonic Synthesis</li> <li>• Crossover (supports full range, 2-way, and 3-way systems)</li> <li>• 8-Band Parametric EQs (used for speaker tunings)</li> <li>• dbx Limiting</li> <li>• Driver Alignment Delays</li> </ul>   |  |
| Active Monitor Speakers |  | <p>KRK ROKIT RP10-3 G4 (pair)</p> <ul style="list-style-type: none"> <li>• Frequency Response</li> <li>• 26Hz – 40KHz</li> <li>• Max SPL 112 dB</li> <li>• Power Output 300 Watts</li> <li>• Input Impedance</li> <li>• 5.12KΩ Balanced</li> <li>• Balanced TRS/XLR Combo Jacks</li> <li>• Height 21.50" / 546 mm</li> <li>• Width 12.95" / 329 mm</li> <li>• Depth 14.6" / 371 mm</li> <li>• Weight 35.05 lb / 15.9 kg</li> </ul>  |  |
| Phone Hybrid Interface  |  | <p>M-Audio M-Track 8x4M – 8x4 USB Audio Interface:</p> <ul style="list-style-type: none"> <li>• 24-bit/192kHz resolution for professional recording and monitoring</li> <li>• Hi-Speed USB circuitry for fastest connection, with class-leading round-trip latency of 2.59ms*</li> <li>• Transparent Crystal™ preamps and ultra-pristine A/D converters for unsurpassed audio recording quality</li> <li>• VU LED meters for dialling in the perfect level</li> <li>• (4) XLR+¼" TRS combo inputs, (2) ¼" instrument inputs and (2) ¼" line inputs</li> <li>• MIDI input/output for connecting virtually any external MIDI gear</li> <li>• Stereo ¼" with direct mono/stereo switch; (2) ¼" assignable auxiliary outs</li> <li>• (2) ¼" headphone outputs with independent source and level controls</li> </ul> |  |

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|                                  | <ul style="list-style-type: none"> <li>• Rugged metal chassis; large central control for easy volume adjustment</li> <li>• USB/Direct knob for balancing between the input signal and the computer signal</li> </ul> <p>*Round trip latency is dependent on buffer settings, and computer hardware</p>  |  |
| On-Air Light                     | <p>140129 Microphone Headphone Broadcast Live On Air Display LED Light Neon Sign</p> <ul style="list-style-type: none"> <li>• Make sure this fits by entering your model number.</li> <li>• Neon signs for business, Game Store, Restaurant, Coffee Cafe, Tattoo, Hotel, Fashion, Beauty, Barber, Bar.</li> <li>• Decorative - Perfect for Studio, Living Room, Bed Room, Game Room, Man Cave, Garage.</li> <li>• Unique Neon Sign for Birthday, Anniversary, Christmas, Grand Opening Gift.</li> <li>• Ultra-bright - Use good quality LED, durable long-life material and components.</li> <li>• Green environmental protection product.</li> </ul> |  |
| Automation and playlist software | <p><b>Radiologik DJ Non-profit</b></p> <p>Licensed for non-profits up to 3 Macs per 1 programming channel/station for uses such as:</p> <ul style="list-style-type: none"> <li>• College and School stations</li> <li>• LPFMs &amp; NCEs</li> <li>• Hospitality radio</li> <li>• Rural community and mission stations</li> <li>• Internet-only stations</li> </ul>  |  |
| Talent Panel                     | <ul style="list-style-type: none"> <li>• Dante audio-over-Ethernet technology</li> <li>• High-performance microphone preamplifier with selectable gain and P48 power</li> <li>• Flexible headphone monitoring with sidetone</li> <li>• Tally outputs that can directly drive boom arm status LEDs</li> <li>• Ideal for podcast, voice-over booth, and REMI applications</li> <li>• Superior audio quality</li> <li>• Extensive feature configuration using STcontroller application</li> <li>• Power-over-Ethernet (PoE) powered</li> </ul>   |  |
| CD player(s)                     | <ul style="list-style-type: none"> <li>• *USB Interface: USB 3.0 (Backwards Compatible with USB 2.0.1.0)</li> <li>• *Supported formats: DVD-ROM, DVD-video, CD-R/RW, CD-ROM/XA, CD-ROM, CD-EXTRA, CD-TEXT</li> <li>• *Supported media types : CD-ROM, CD-R, CD-RW, DVD-ROM, DVD-R, DVD-RW, DVD+RW, DVD+R, DVD+R DL, DVD-R DL, DVD RAM</li> <li>• *Read Speed : CD-ROM: 24x Max; DVD-ROM: 8x Max; DVD-ROM (DL): 6x Max;</li> <li>• *Write speed :24x CD-R , 8x CD-RW, DVD±R: 8X Max; DVD±R DL: 4X Max; DVD-R±9: 2.4x Max</li> </ul>  |  |



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|  | <ul style="list-style-type: none"> <li>*Rewrite Speed : DVD+RW: 4X Max; DVD-RW: 4x Max; CD-RW: 10X Max; DVD-RAM: 3x Max</li> </ul>   |   |
| Tuner FM Receiver (good quality)                                 | <ul style="list-style-type: none"> <li>Denon Pro DN-300Z CD/ Media Player/ BT</li> <li>BT streaming, DAB+ tuner, FM radio, USB</li> </ul>  |   |
| RDS Encoder  | <ul style="list-style-type: none"> <li>Fully dynamic FM broadcast RDS encoder with two independent communication ports</li> <li>Optically isolated RS-232 port, USB port</li> <li>Control interface accepts ASCII commands, UECF protocol and X-Command</li> <li>Text features include dynamic PS, parsing, scrolling, tagging, fixed messages and scheduling</li> <li>Excellent compatibility with broadcast automation systems</li> <li>External TA and Program set switch, bypass relay, switchable MPX loopthrough mode (Loop/Side)</li> <li>Internal real-time clock</li> <li>Supports separate data channel for station logo *)</li> <li>Two switchable subcarrier configurations (RDS or RDS2)</li> <li>Easy and fast set-up</li> </ul> |   |
| Telephone  | <ul style="list-style-type: none"> <li>Supports 2 SIP accounts and 4 multi-purpose line keys</li> <li>GRP2612W includes built-in dual-band Wi-Fi support</li> <li>Swappable face-plate to allow for easy logo customization</li> <li>HD audio supporting all major codecs, including wide-band codecs G.722 and Opus</li> <li>Up to 16 digital BLF Keys</li> <li>Enterprise-level protection including secure boot, dual firmware images, and encrypted data storage</li> </ul>  |   |
| GSM Interface  | <ul style="list-style-type: none"> <li>GSM Network Interfaces connect between different elements in the 2G (GSM) mobile communication network, which is based on the SS7 protocol stack. The connection between the GPRS system and the GSM core network (NSS) also uses the SS7 protocol</li> </ul>   |   |
| Video Router   | <ul style="list-style-type: none"> <li>Attaches to Teranex Mini &amp; Web Presenter</li> <li>Replaces Standard Front Panel</li> <li>2.2" Color LCD, Spin Dial &amp; Push Buttons</li> <li>Adjust Settings, Browse Menus</li> <li>Monitor Conversions &amp; Audio Levels</li> <li>Verify Timecode &amp; Video Standard</li> </ul>   | 1 |
| Godox QR-P70 Quick Release Parabolic Softbox Photography Softbox | <ul style="list-style-type: none"> <li>Shape Parabolic</li> <li>Interior Colour Silver</li> <li>Requires Speed Ring Speed Ring Required (Not Included)</li> <li>Accepts Grids Yes</li> </ul>   | 4 |

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|   | <ul style="list-style-type: none"> <li>• Removable Front Face Yes</li> <li>• Removable Interior Baffle Yes</li> <li>• Circular Dimensions ø: 70.1 cm</li> </ul>   |   |  |
| 78" Wide Backdrop 5x10 Feet 3 Color Backdrop (Black, White & Green) | <p>Roller wall mounted</p> <ul style="list-style-type: none"> <li>• Durability &amp; light weight, easy to use</li> <li>• Counter-balanced chain and gear assembly makes raising and lowering your backgrounds quick and easy</li> <li>• Assembly and operation instructions included. Very easy for installation on your studio wall or ceiling. Economical and convenient. Use with PVC or aluminum tube (Not included)</li> </ul>  | 4 |  |
| Studio Speaker  | <ul style="list-style-type: none"> <li>• Patented Image Control Waveguide for detailed imaging and a broad, room-friendly sweet spot.</li> <li>• Next-generation JBL transducers for optimized transient response and improved linearity.</li> <li>• Patented Slip Stream™ low-frequency port for superior bass performance at all playback levels.</li> <li>• Dual integrated, custom Class-D amplifiers provide 112 watts of power for high output and dynamic range.</li> <li>• New Boundary EQ settings compensate for low frequency variants introduced by the environment.</li> <li>• HF Trim switch adjusts high-frequency output to room acoustics or personal preferences.</li> <li>• Flexible connectivity with balanced XLR and 1/4" TRS inputs, +4dBu / -10dBV input-sensitivity switch and adjustable volume control.</li> </ul>   | 1 |  |
| Intercom System   | <ul style="list-style-type: none"> <li>• 8-channel wireless microphone system - the freedom for professional stage singers and performers in vocal performance, easy to use and operate - they make it easy for you to have stage effect. Wide area signal coverage over 300Ft.</li> <li>• The basic receiver of the system has fixed frequency signal design, independent channel volume control, digital LCD with frequency reading and receiver. Other system features include XLR balanced input and 1 / 4 "mixed output jack for additional device connections. Enjoy easy-to-use and clear audio performance with an 8-channel wireless microphone system.</li> <li>• 8 channel microphones 8 body packs 8 headsets 8 lapel Mics can be used in independent controlled channel at the same time. This sound system allows you to sing and perform, company meetings, churches, schools, etc.</li> </ul> | 1 |  |

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|                              | <p>Perfect for public speaking, live performance, studio production, radio and karaoke.</p> <ul style="list-style-type: none"> <li>• UHF Wireless signal audio transmission provides perfect performance, operating up to 300 feet, clear, noiseless, distortion free, clear voice and excellent sound reproduction.</li> </ul>  |   |  |
| Studio Prompter/Teleprompter | <ul style="list-style-type: none"> <li>• MEILINL 21" Teleprompter Inscrber Kit For News Interview Live Speech With Accessories Casters And Controller Built-in Embedded Host</li> </ul>  | 1 |  |
| Converters                   | <ul style="list-style-type: none"> <li>• Supports standalone operation, or installation into the ETCHS2U Rackmount Chassis</li> <li>• Advanced features include Link-loss forwarding, remote monitor status, two frame lengths</li> <li>• Maximum Fibre Cable length of 40 Km</li> <li>• Supports full or half-duplex operation</li> <li>• Easy installation</li> <li>• Link loss forwarding, remote monitoring of status ensures maximum up-time</li> <li>• Provides Ethernet to Fibre conversion as a standalone device, or can be installed into the ETCHS2U 20 slot chassis for added versatility</li> <li>• Rugged steel casing for added durability in harsh environments</li> </ul> | 1 |  |
| Encoders and Decoders        | <ul style="list-style-type: none"> <li>• Simultaneous Cross-Platform Streaming</li> <li>• Encoder, Monitor, Switcher, and Recorder</li> <li>• 8" Touchscreen Control LCD Display</li> <li>• Live Switch from up to 8 Sources</li> <li>• 3 x HDMI &amp; 1 x USB Inputs</li> <li>• Supports H.264/MP4 up to 1080p Video</li> <li>• Stream via Ethernet, Wi-Fi, 4G LTE</li> <li>• 1 x SD Card Slot for Record, up to 128GB</li> <li>• HDCP Compliant, Audio &amp; Mic Input</li> <li>• 400 cd/m<sup>2</sup> Brightness, Built-In Battery</li> <li>• Compatible Services: Facebook Live, Twitch, YouTube Live</li> </ul>   | 1 |  |
| Studio clock                 | <ul style="list-style-type: none"> <li>• Desk/Wall</li> <li>• Display Digital</li> <li>• Radio Controlled</li> <li>• Built In Thermometer</li> <li>• Colour/Finish Black</li> <li>• Diameter 280mm</li> </ul>  | 1 |  |
| Video wall (Smart TV)        | Sony 75-inch 4K Full Array LED TV (75X90J)   | 1 |  |

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|   | <ul style="list-style-type: none"> <li>• XR Cognitive Processor</li> <li>• XR Triluminous Pro</li> <li>• Acoustic Multi-Audio</li> <li>• Google TV</li> <li>• Apple AirPlay</li> <li>• Apple HomeKit</li> <li>• Bluetooth (A2DP)</li> <li>• Dolby Vision™ Atmos™.</li> </ul> |   |
| Outdoor Microphone                            | <ul style="list-style-type: none"> <li>• Rode NTG3 with its windshield</li> </ul>  | 1 |
| Lavalier Microphone                           | <ul style="list-style-type: none"> <li>• Godox WMicS1 PRO Kit 2 UHF Full Metal Wireless Microphone System</li> </ul>   | 2 |
| Zoom H5                                       | <ul style="list-style-type: none"> <li>• Track Portable Digital Handy Recorder</li> </ul>  | 4 |
| Memory cards                                  | <ul style="list-style-type: none"> <li>• 16G SD ultra-memory card SanDisk</li> </ul>   | 4 |
| Microphone Shock Mount                        | <ul style="list-style-type: none"> <li>• Rode PG2-R Pistol Grip Shock mount</li> </ul>   | 1 |
| Rode Boompole                                 | <ul style="list-style-type: none"> <li>• Pro Compact Carbon Fibre Boom pole (3m)</li> </ul>  | 1 |
| XLR Cable                                     | <ul style="list-style-type: none"> <li>• RS PRO Female 3 pin XLR to Male 3 pin XLR Cable, Black, 5m</li> </ul>   | 2 |
| Wireless Headphones                           | <ul style="list-style-type: none"> <li>• Beats Solo Wireless Headphones - Black</li> </ul>   | 2 |
| Godox SK300 Professional Studio strobe lights | <ul style="list-style-type: none"> <li>• SK series 110V/220V power</li> <li>• 5600K Max</li> <li>• Flash output 300WS</li> <li>• Wireless control port</li> </ul>  | 2 |

## 2.2. DUE DILIGENCE

1. Detailed requirements to evaluate the bidder's ability to deliver on the bid. The bidder must provide the following:
  - 1.1. Business Profile:
 

A summarised business profile, relevant to the project, limited to a **maximum of 10 pages**. Relevant experience should clearly be stated.

The Business Profile must include, but is not limited to the following:

    - 1.1.1. Proof of location of business;
    - 1.1.2. Details of directors of the organisation;
    - 1.1.3. List of relevant services and products offered by the bidder;
    - 1.1.4. Proof of being in the business of a minimum of sixty (60) months of providing sound engineering equipment and installation.
    - 1.1.5. Proof of OEM certificate or accredited.
    - 1.1.6. Proof that the bidder has previously supplied large quantities of sound equipment.
    - 1.1.7. Three written reference letters (with contact details) that are not older than sixty (60) months, on referee's letterheads are required.

1.1.8. Proof of financial capacity to successfully supply and deliver sound equipment, etc.

1.1.9. Proof of being OEM certified or accredited.

1.1.10.

1.2. Contingency Plans:

Details of contingency planning relating to the project must be submitted, covering elements such as:

- Failure to secure the requested specifications.
- Transport (delivery of goods).
- Securing of products within one month after signing of the contract.

1.3. Costing Specifications:

Quotations must include the following:

1.3.1. Value Added Tax (VAT).

1.3.2. Delivery charges (if any) must be included in the price.

1.4. References:

Provide three relevant reference letters, on referee's letterheads, with contact details, not older than sixty (60) months.

1.5. Ethical requirements

The bidder must confirm that there are no interests with the NRF and its business units, has clean business practises, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4 and SBD 6.1, forms.

If the service provider fails to deliver within deadlines as specified under the service requirements, the service provider will be liable for any costs incurred by NRF-SAASTA to have the specific material supplied and distributed by any other third party.

General conditions of contract will be applicable to this bid.

All costs incurred for submission of the invitation to bid, is for the bidders account.

NRF-SAASTA reserves the right to

- Withdraw and cancel the bid.
- Not to accept the lowest proposal.

## CONTRACT PERIOD

Within six (6) month upon signing of the contract, i.e. SBD7.1

## CONTRACT MANAGEMENT

**1. Method of delivery and conditions for determining successful delivery after contract (SBD 7) is signed**

1.1. Material must be individually packaged.

1.2. Service provider must provide sufficient staff and equipment (i.e. trolleys) to off-load material to designated store rooms at NRF-SAASTA.

1.3. Service provider must deliver to the specified delivery address, i.e. 211 Nana Sita Street, Didacta Building, Pretoria.

## **2. Delivery Timing**

- 2.1. Service provider must provide electronic samples for approval, prior to commencement of supply.
- 2.2. Service provider must deliver approved materials within six (6) month of contract signing. .
- 2.3. 48-hour notice must be given before deliveries are made. Working hours are between 08h00 and 16h00 during the week.

## **3. Supplier Relationship Management**

- 3.1. Suppliers must be able to avail themselves for meetings as and when they are requested by NRF-SAASTA
- 3.2. Service provider must not substitute any material other than stated on the specifications, unless discussed with NRF-SAASTA and written consent is given by NRF-SAASTA.
- 3.3. Service provider must respond to queries within 24 hours.

## **4. Warranty**

Minimum of twenty four (24) months warranty required

## **5. Contract management during implementation**

- 5.1. It is the service provider's responsibility to collect, replace and/or fix any damaged, dysfunctional items supplied as per the warranty and guarantee in cases where the supplied items are not working properly.
- 5.2. The cost for the above stated will be incurred by the service provider.

## **6. Termination of contract due to non-performance**

- 6.1. In the event of the non-performance as per the agreed contract, NRF-SAASTA will appoint an alternative at the cost of the appointed third party. The defaulting third party is obliged to settle the damages/additional costs that SAASTA has incurred as result of the non-performance of the appointed bidder.

## **7. Occupational Health and Safety when working on NRF sites:**

- 7.1. All personnel performing work on NRF-SAASTA site/s as part of this contract are responsible to obtain safety induction.
- 7.2. Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the appointed bidder meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.
- 7.3. To this end, the appointed bidder shall make available to NRF-SAASTA on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The appointed bidder furnishes its registration number with the office of the Compensation Commissioner.
- 7.4. The appointed bidder maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.
- 7.5. NRF-SAASTA manages the appointed bidder in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The appointed bidder

accepts liability for any contraventions to the Act. Each member of the appointed bidder's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed bidder's health and safety file.

## 8. Original bid documents for contract signing

- 8.1. The sets of original bid documents in hard copy format (paper document) serves as the original master set for the legal contract document between the contracting parties. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The master set has the originals or certified copies of any certificates stipulated in this document attached.

## 9. Managing service levels

- 9.1. Upon appointment, both parties agree on the final set of performance levels for each deliverable service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.
- 9.2. Where both parties agree to variation of these, both parties sign the revision which is appended to this contract document.
- 9.3. The appointed third party and the NRF-SAASTA contract manager measure delivered performance against these performance levels.
- 9.4. Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.
- 9.5. Both parties will monitor the corrective actions.
- 9.6. Both parties will assess the applicability of penalties to the incurred poor performance and apply these,
- 9.7. The service performance levels are:

| Service  | Measurement methodology | Penalty trigger level  | Penalty  |
|--|-------------------------|--|--|
| Delivery, supply and installation of sound equipment as per specification on due date. | Non delivery of service | Non delivery of service on expected due date as agreed by both parties without OEM notification.         | 5% of the total order amount will be deducted and a further 1% per working day for further delays. |
| Quality of final product   | As per specification    | Sound equipment with inferior quality and/or not in working condition and not according to specification | No payment. Service provider to replace all inferior products within 5-7 working days.             |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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.

|       |  |
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| 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.  |



## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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| 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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>   |
| 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.   |
| SCC5A | Copyright and Intellectual Property   |
|       | <p>Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p>Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p> <p>Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.</p> <p>The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.</p> <p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendums to this contract.</p> <p>Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.</p> <p>The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.</p> |
| SCC5B | Confidentiality   |
|       | <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ul style="list-style-type: none"> <li>• Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent.</li> <li>• Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or</li> </ul>  |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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|       | <ul style="list-style-type: none"> <li>Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> <li>Disclose the confidential information to any third party, or</li> <li>Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> <li>The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</li> </ul> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> <li>Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF;</li> <li>Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> <li>Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the NRF, or</li> <li>Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure.</li> </ul> <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ul style="list-style-type: none"> <li>All written disclosures received from the NRF;</li> <li>All written transcripts of confidential information disclosed verbally by the NRF; and</li> <li>All material embodiments of the contract intellectual property.</li> </ul> <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p> <p>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p> |
| SCC5C | Copyright and Intellectual Property   |
|       | The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.  |
| 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   | <p>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:</p> <p>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</p> <p>7.3.2 cashier's or certified cheque.</p>  |
| 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.   |
| SCC   | An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.   |
| GCC8  | Inspections, tests and analyses   |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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| 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.  |
| SCC   | Material must be individually packaged.   |
| 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.   |
| SCC   | If the service provider fail to deliver within deadlines as specified under the service requirements, the service provider will be liable for any costs incurred by NRF-SAASTA to have the specific material supplied and distributed by any other third party.   |
| 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.   |
| SCC   | The appointed bidder carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.   |
| GCC12 | Transportation  |
| 12.1  | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.   |
| SCC   | No special condition applicable, unless specified elsewhere in this document.   |
| 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: <ul style="list-style-type: none"> <li>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>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</li> <li>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.</li> </ul> |
| 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   |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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|       | parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.   |
| SCC   | In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.  |
| GCC14 | Spare parts  |
| 14.1  | <p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p>14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p> |
| SCC   | In the event that this document specifies provision of spare parts elsewhere, the term "may" in GCC14 is replaced by the term "shall", the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.   |
| 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.   |
| SCC   | No special condition applicable, unless specified elsewhere in this document.  |
| 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.   |
| SCC   | Payment is made 30 days after receipt of invoice or claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract   |
| 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.   |
| SCC   | No additional special conditions other than stated in the price section in this document.  |
| 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.  |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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| 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:<br><br>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;<br><br>23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or<br><br>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:<br><br>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;<br><br>23.6.2 the date of commencement of the restriction<br><br>23.6.3 the period of restriction; and<br><br>23.6.4 the reasons for the restriction.<br><br>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.  |

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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| 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 |
| 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,<br>27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br>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;<br>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<br>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   |



## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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| 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. |

## EVALUATION CRITERIA FOR THE BID

### RESPONSIVE BID EVALUATION

| Document description | Reference to bidder's document | Weight    | Grading Scheme | Bid Section Reference | SCM Verification |
|----------------------|--------------------------------|-----------|----------------|-----------------------|------------------|
| Signed SBD 1         |                                | Mandatory | GO / NO GO     | Part D - Page 23      |                  |
| Signed SBD 3.1       |                                | Mandatory | GO / NO GO     | Part B – page 19 - 20 |                  |
| Signed SBD 4         |                                | Mandatory | GO / NO GO     | Page 25               |                  |
| Signed SBD 6.1       |                                | Mandatory | GO / NO GO     | Page 27               |                  |

### TECHNICAL BID EVALUATION

| Document description   | Reference to bidder's document | Weight | Criteria<br>(All criteria are weighted equally to each other)   | Grading Scheme | Bid Section Reference | BEC Verification |
|------------------------|--------------------------------|--------|---|----------------|-----------------------|------------------|
| Business profile       |                                | GO     | Bidder has supplied sound equipment resources within the past sixty (60) months.  | GO / NO GO     | Sec 2.2 - Page 5      |                  |
| Supplier accreditation |                                | GO     | OEM certificate or accreditation.   | GO / NO GO     | Sec 1.1.5 - Page 4    |                  |
| Proof of work done     |                                | GO     | Three written relevant reference letters of companies to whom you supplied sound equipment (Studio) resources. The letters must be on the referee's letterhead, with contact details, not older than sixty (60) | GO / NO GO     | Sec 2.2 - Page 5      |                  |



| TECHNICAL BID EVALUATION |                                |        |   |                |                       |                  |
|--------------------------|--------------------------------|--------|---|----------------|-----------------------|------------------|
| Document description     | Reference to bidder's document | Weight | Criteria<br>(All criteria are weighted equally to each other)   | Grading Scheme | Bid Section Reference | BEC Verification |
|                          |                                |        | months  |                | Page 6                |                  |
| Contingency plan         |                                | GO     | Contingency plan covering the following: <ol style="list-style-type: none"> <li>1. Failure to secure the requested specifications.</li> <li>2. Transport (delivery of goods).</li> <li>3. Securing of products within six (6) month after signing of the contract.</li> </ol> | GO / NO GO     |                       |                  |

**NB: A BIDDER WILL BE DISQUALIFIED FROM THE NEXT STAGE IF THEY FAIL TO MEET THE "GO" IN ALL TECHNICAL CRITERIA. THE SERVICE PROVIDER IS RESPONSIBLE FOR MAKING SURE THAT IMPORTANT DOCUMENTS ARE SUBMITTED**

|  |                       |                   |
|--|-----------------------|-------------------|
| BIDDER IS ABLE TO DELIVER THE SPECIFICATION? | YES - PASS TO PRICING | NO - DISQUALIFIED |
|--|-----------------------|-------------------|

## PART B – PRICING

### PRICING REQUIREMENTS FOR THIS BID

Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined BY THE BIDDER in the response and such adjustments are in accordance with the rules stated below:

|    |  |
|----|--|
| 1. | <b>Applicability of quoted prices:</b> All quoted prices are applicable throughout the contract period unless price adjustments are specified.   |
| 2. | <b>Price Quotation Basis:</b> Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, and pricing is subject to changes in the exchange rate, the exchange rate must be stated in arriving at ZAR together with the ratio of the price for the imported component relative to the total price. |
| 3. | <b>Value Added Tax:</b> Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.  |
| 4. | <b>Contract Price Management during the contract:</b> Where appropriate, written purchase orders will be issued authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.   |
| 5. | <b>Delivery Point is :</b> NRF-SAASTA, Didacta Building, 211 Nana Sita Street, Pretoria, 0001.   |

### BID PRICE SCHEDULE (SBD 3.1)

Inclusive of delivery charges (if any)

| No | QTY | DESCRIPTION   | UNIT MEASURE                                    | UNIT PRICE, R | TOTAL<br>(INCLUDES VAT of 15%) |
|----|-----|---|---|---------------|--------------------------------|
| 1  | 4   | Microphone (as per specification on page 4)           | Each (as per specification on sec. 2.1 page 03) |               |                                |
| 2  | 2   | Microphone Processor (as per specification on page 4) | Each (as per specification on sec. 2.1 page 03) |               |                                |
| 3  | 4   | Mic Arm(as per specification on page 4)               | Each (as per specification on sec. 2.1 page 03) |               |                                |
| 4  | 5   | Headphones(as per specification on page 4)            | Each (as per specification on sec. 2.1 page 03) |               |                                |

| No | QTY | DESCRIPTION   | UNIT MEASURE                                    | UNIT PRICE,<br>R | TOTAL<br>(INCLUDES VAT of 15%) |
|----|-----|---|---|------------------|--------------------------------|
| 5  | 1   | Headphone Distributor (as per specification on page 4)            | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 6  | 1   | Mixer Console (as per specification on page 4)                    | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 7  | 1   | Audio Processor (as per specification on page 4)                  | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 8  | 1   | Active Monitor Speakers (as per specification on page 4)          | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 9  | 1   | Phone Hybrid Interface (as per specification on page 4)           | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 10 | 1   | On-Air Light(as per specification on page 4)                      | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 11 | 1   | Automation and playlist software(as per specification on page 4)  | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 12 | 1   | Talent Panel(as per specification on page 4)                      | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 13 | 1   | CD player(s) (as per specification on page 4)                     | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 14 | 1   | Tuner FM Receiver (good quality) (as per specification on page 4) | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 15 | 1   | RDS Encoder(as per specification on page 4)                       | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 16 | 1   | Telephone(as per specification on page 4)                         | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 17 | 1   | Broadcast Desk and Furniture(as per specification on page 4)      | Each (as per specification on sec. 2.1 page 03) |                  |                                |

| No | QTY | DESCRIPTION  | UNIT MEASURE                                    | UNIT PRICE,<br>R | TOTAL<br>(INCLUDES VAT of 15%) |
|----|-----|--|---|------------------|--------------------------------|
| 18 | 1   | GSM Interface(as per specification on page 4)  | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 19 | 1   | Video Router (as per specification on page 4)  | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 20 | 4   | Godox QR-P70 Quick Release Parabolic Softbox Photography Softbox (as per specification on page 4)    | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 21 | 4   | 78" Wide Backdrop 5x10 Feet 3 Color Backdrop (Black, White & Green) (as per specification on page 4) | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 22 | 1   | Studio Speaker (as per specification on page 4)  | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 23 | 1   | Intercom System (as per specification on page 4)   | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 24 | 1   | Studio Prompter/Teleprompter (as per specification on page 4)  | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 25 | 1   | Converters (as per specification on page 4)  | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 26 | 1   | (as per specification on page 4)   | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 27 | 1   | Encoders and Decoders (as per specification on page 4)   | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 28 | 1   | Studio clock (as per specification on page 4)  | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 29 | 1   | (as per specification on page 4)   | Each (as per specification on sec. 2.1 page 03) |                  |                                |

| No                               | QTY | DESCRIPTION  | UNIT MEASURE                                    | UNIT PRICE,<br>R | TOTAL<br>(INCLUDES VAT of 15%) |
|----------------------------------|-----|--|---|------------------|--------------------------------|
| 30                               | 1   | Video wall (Smart TV) (as per specification on page 4)                         | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 31                               | 1   | Outdoor Microphone (as per specification on page 4)                            | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 32                               | 2   | Lavalier Microphone (as per specification on page 4)                           | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 33                               | 1   | Zoom H5 (as per specification on page 4)                                       | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 34                               | 4   | Memory card (as per specification on page 4)                                   | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 35                               | 1   | Microphone Shock Mount (as per specification on page 4)                        | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 36                               | 1   | Rode Boompole (as per specification on page 4)                                 | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 37                               | 2   | XLR Cable (as per specification on page 4)                                     | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 38                               | 2   | Wireless Headphones (as per specification on page 4)                           | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| 39                               | 2   | Godox SK300 Professional Studio strobe lights (as per specification on page 4) | Each (as per specification on sec. 2.1 page 03) |                  |                                |
| TOTAL BID PRICE INCLUSIVE OF VAT |     |  |   | R                |                                |

# PART C – BID PREPARATION AND SELECTION

## THE BID PREPARATION

### Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above.

### Response preparation costs

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

### Counter proposals

No counter proposals are accepted.

Bidders are required to package their response/Bid as follows:

- Part A: Bid Forms and Compliance Response
- Part B: Technical Response and pricing information (response to scope of work)

### Central Supplier Database registration

The NRF as an organ of state is legally, only allowed to procure goods/services from suppliers/service providers registered on the National Treasury's Central Supplier Database. Respondents to this bid must include their Master Registration Number (Supplier Number) to allow for NRF-SAASTA to conduct basic due diligence through the Central Supplier Database, this includes proof of registration and tax compliance verification.

### Collusion, fraud and corruption

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

### Fronting

The NRF supports the Government's broad based black economic empowerment initiatives recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. NRF-SAASTA's evaluation committees will conduct or initiate enquiries to determine the accuracy of bidders' representations. Bidders must ensure that fronting does not exist. Should NRF-SAASTA suspect any form of fronting, the bidder is given 7 days from date of notification to provide evidence that such fronting does not exist. NRF-SAASTA, upon confirmation of fronting, will invalidate the bid or any contracts entered into with the bidder, apply for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies NRF-SAASTA may have against such a bidder.

### Disclaimers

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The NRF has no liability towards the bidders in connection therewith.

### General definitions

"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black

Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;

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

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being NRF-SAASTA.

## THE BIDDER SELECTION PROCESS

### **Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.**

#### Responsive to submission requirements

Bid that meets all the submission requirements in the bid document is a responsive bid that proceeds to the next stage. NRF-SAASTA's evaluation committee will disqualify non-responsive submissions.

#### Meeting technical specifications

NRF-SAASTA's evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications and thresholds set out in this document.

#### Due Diligence

NRF-SAASTA will conduct due diligence on a bidder by contacting the references submitted to verify the bidder's capability to provide the goods/services required and may conduct interviews with bidders to clarify their bid submission.

### **Stage 2 – Pricing Evaluation**

NRF-SAASTA's evaluation committee will assess compliant bidders from the technical evaluation stage on their pricing and B-BBEE accreditation. The committee will compare each bidder's pricing quote on a fair comparison basis taking into account all aspects of the bid's pricing requirements. The qualifying bids will be ranked on points scored relative to both Price and B-BBEE rating in accordance with the PPPFA and as indicated on SBD 6.1.

### Stage 3 – Award and Contract Signing

The bid will be awarded (post approval by the NRF's Delegated Authority to the bidder with the highest combined score for Price and B-BBEE rating unless there are other objective criteria, specified in the bid documents that need to be considered in addition to the combined score. The award is subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD.

### Cancellation of the bid prior to award

NRF-SAASTA reserves the right to cancel this bid invitation prior to making an award where

- a) Due to changed circumstances there is no longer a need for this procurement, or
- b) No bids meet the required specifications, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the market price range determined by NRF-SAASTA or the budget allocated by NRF-SAASTA to this procurement.

## PART D - RETURNS

| INVITATION TO BID (SBD 1)   |  |
|---|--|
| <b>Bid number</b>   | RFQ/NRF-SAASTA COMM/03/2022- 2023        |
| <b>Closing date and time</b>  | 28 February 2023                         |
| The NRF recognises the date and time as recorded on its systems for closure purposes.                   |  |
| SUMMARY OF BID REQUIREMENTS   |  |
|   |  |
| <b>Number of original bid documents for contract signing</b>  | 2  |
| <b>Number of evaluation copies (Mark pages as "Evaluation Copy" and number all pages sequentially):</b> | 2 sets of pdf documents on a flash drive |
| <b>Price validity period from date of closure</b>   | One hundred and fifty (150) days         |

| SUPPLIER INFORMATION  |
|-----------------------|
| <b>Name Of Bidder</b> |
|                       |
| <b>Postal Address</b> |
|                       |
| <b>Street Address</b> |



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

## SUPPLIER INFORMATION

### BID SUBMISSION

1. Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2. All bids must be submitted on the officially provided forms provided – (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 and the Preferential Procurement Regulations, 2022, 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. Bidder 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](http://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](http://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.

## BIDDER'S DISCLOSURE SBD 4

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any

person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state?

**YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

- 2.2.1 If so, furnish particulars:

.....  
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of bidder |

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

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

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

The maximum points for this tender are allocated as follows:

|  | POINTS  |
|--|---|
| <b>PRICE</b>                                     | 80  |
| <b>SPECIFIC GOALS</b>                            | 20 (Proof of BBBEE level as per BBBEE status level scoring table) |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>  |

- 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).

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

### 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>max</sub> = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

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

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

| The specific goals allocated points in terms of this tender  | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|--|--|--|--|--|
| Proof of BBBEE level as per BBBEE status level scoring table |  | 20   |  |  |

### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation



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

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

### **BID SIGNATURE (SBD 1)**

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

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

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

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

Signature of bidder:

Full names:

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