



SCI-BONO DISCOVERY CENTRE NPC

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Company registration: 2004/010183/08 | VAT no: 473 021 6290
PBO reference no: 930 014 449 | NPO Registration: 056-334-NPO

REQUEST FOR PROPOSAL:

RENOVATE THE OLD COOLING TOWER (TO BE FIT FOR PURPOSE); AND DESIGN, SUPPLY, INSTALLATION AND MAINTENANCE OF A BESPOKE STATE-OF-THE-ART AQUARIUM
CFO/SCM/CEO/R22-23/01

1. DETAILS OF THE RFP

RFP NO	CFO/SCM/CEO/R22-23/01
RFP FOR	RENOVATE THE OLD COOLING TOWER (TO BE FIT FOR PURPOSE); AND DESIGN, SUPPLY, INSTALLATION AND MAINTENANCE OF A BESPOKE STATE-OF-THE-ART AQUARIUM
ADVERTISEMENT DATE	04 April 2022
COMPULSORY SITE BRIEFING	12 April 2022 @ 10:00am
SUBMISSION DEADLINE	25 April 2022 @ 12:00pm
RFB TO BE SUBMITTED IN HARD COPY TO:	corner Miriam Makeba & Helen Joseph Street, Newtown, Johannesburg, 2017
RFP VALIDITY PERIOD	90 Days

2. DISCLAIMER ON THE RFP

- 2.1. The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidders, whether verbally or in documentary form, by or on behalf of Sci-Bono Discovery Centre NPC ("Sci-Bono"), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

CFO/SCM/CEO/R22-23/01

Renovate the Old Cooling Tower (to be fit for Purpose); And Design, Supply, Installation and Maintenance of a Bespoke State-Of-The-Art Aquarium

2.2. This RFP document is not an agreement and is not an offer or invitation by Sci-Bono to any parties other than the applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFP document is to provide Bidders with information to assist in the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document, and where necessary obtain independent advice. Sci-Bono makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. Sci-Bono may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

3. BACKGROUND INFORMATION

- 3.1. The Sci-Bono Discovery Centre is an independent Non-Profit Company. It is a flagship science centre located in Newtown, Johannesburg. Sci-Bono envisions a society with the capacity to compete in the global world of science and technology and that is equipped with the skills, attitudes and values needed to improve the quality of life for all South Africans. It also works closely with Gauteng Department of Education (GDE), to enhance curriculum delivery in schools.
- 3.2. Sci-Bono Discovery Centre is the national flagship science centre in South Africa and the largest and most visited science centre in Southern Africa. Located in the historic, century-old Electric Workshop in the cultural precinct of Newtown Johannesburg, Sci-Bono annually receives hundreds of thousands of visitors to its large collection of interactive science and technology exhibits and exhibitions.
- 3.3. Sci-Bono started in 2004 as a partnership between the Gauteng Department of Education (GDE) and various private sector partners. It supports mathematics, science and technology education in order to help build South Africa’s science engineering, mathematics and technology capacity.
- 3.4. It also works with the Department of Science and Technology (DST) and the South African Agency for Science and Technology Advancement (SASTA), to promote interest and

awareness in the fields of science, technology, engineering and mathematics and is a core member of the Southern African Association of Science and Technology Centres.

- 3.5. The activities and exhibitions we run and host at Sci-Bono are guided by its Vision: Sci-Bono envisions a society with the capacity to compete in the global world of science and technology and that is equipped with the skills, attitudes and values needed to improve the quality of life of all South Africans.
- 3.6. The Centre supports Science, Technology, Mathematics and related subjects to help build South Africa's Science, Engineering and Technology capacity. The Sci-Bono Discovery Centre, where visitors can engage with the NPO's collection of interactive Science and technology exhibits and exhibits also offers a broad programme of Science and Technology events, activities and programmes for schools, and the public at large.
- 3.7. Sci-Bono's mission is to support and enhance the delivery of effective Mathematics, Science, Technology and Career Education in Gauteng schools and to improve awareness of, interest in and engagement with all aspects of science, engineering and technology in youth and the public.
- 3.8. Sci-Bono is one of the most popular leisure and educational destinations in Gauteng. The science centre endeavors to remain relevant to its patrons by bringing them once and again intriguing scientific content through internationally renowned travelling exhibitions and exhibits. In 2013 and 2016, Sci-Bono hosted the Body Worlds Travelling International Exhibition, which was well received and saw Sci-Bono receive record setting footfall through the science centre doors.
- 3.9. Sci-Bono through its goals, works towards achieving this mission by:
 - 3.9.1 Improving the teaching and learning of Mathematics, Science and Technology in Gauteng
 - 3.9.2 Providing Career Education to learners and youth in Gauteng
 - 3.9.3 Providing skills development opportunities for young people
 - 3.9.4 Promoting and improving public awareness of and engagement with Science, Engineering and Technology.
- 3.10. To achieve these goals, Sci-Bono implements a wide range of activities and offers exhibitions, for learners, teachers and the public at its centre in Newtown and through an extensive outreach programme to schools throughout Gauteng.

4. OBJECTIVE OF THE RFP

- 4.1. The purpose of this Request for Proposal (RFP) is to enter into a contractual agreement with one or more successful bidder(s) and select one or more suitable contractor(s).
- 4.2. The proposal is to establish a State-of-the-art Aquarium in the outside abandoned Cooling Tower. The aquarium will serve as a Commercial, Educational and knowledge center focusing on fresh or marine water fishes, crustaceans, and other aquatic species exhibited in different forms of display units, walk in tunnels, knowledge centres, experience centers, etc.,
- 4.3. The State-of-the Art Aquarium proposed to be setup, shall draw attention of all the age groups, during all seasons as an Educational area of international standard experiencing the aquatic species in its natural environment. Strategic and suitable displays, exhibits, touch pool creatures and marine artifacts will attract the visitor through the defined process of entry and exit.
- 4.4. Sci-Bono is requesting a combined, fixed-price proposal for all items:
 - 4.4.1 Renovate the Old Cooling Tower (to be fit for purpose); and
 - 4.4.2 Design, Supply, Installation and Maintenance of a Bespoke State-of-the-Art Aquarium
- 4.5. Bidders are requested to propose the best, most cost-effective state of the art solution, to meet Sci-Bono requirements, while ensuring a high a of service and quality.

5. CHARACTERISTICS OF THE BIDDER

5.1. *Accreditations*

- 5.1.1. The Construction Industry Development Board (CIDB)

5.2. *Previous experience*

- 5.2.1. Experience in Design, Construction, and Installation of Aquariums.
- 5.2.2. Experience in Maintenance of Aquariums.
- 5.2.3. Experience in general Construction (CIDB Registered); to renovate the Old Cooling Tower
- 5.2.4. Original Aquarium Manufacturers / Dealers/ Individuals having 3 years experience in supply and maintenance of Aquariums for offices exhibitions

5.3. *Logistic capacity*

- 5.3.1. For the review component, the bidder must have established presence (either alone

or through a consortium) in South Africa.

5.3.2. For the construction component, the bidder's assigned project manager must be able to oversee the work required for review implementation under guidance from Sci-Bono.

5.4. **Staffing**

5.4.1. The team proposed to deliver this project must include, but not limited to the following roles:

5.4.1.1. One of their permanent staff assigned as project manager for the contract

5.4.1.2. Specialist with proven experience in design, construction, installation of
Aquariums

5.4.1.3. Specialists in Marine life and related fields

5.4.1.4. Specialists in maintenance of Aquariums

5.4.1.5. Specialist in the Exhibition and related fields

5.4.1.6. The staff should be fluent in English and any other critical requirement

5.5. **Finance and accounting requirements**

A final financial report (billing invoice to SCI-BONO) with a breakdown of itemized expenditures.

5.6. **Performance monitoring**

All quality standards and timeline for execution of the project will be based on a draft presented by the bidder and agreed at the time of contract signature. These will be the basis to measure contract performance.

5.7. **Further Capacities**

No further capacities required.

5.8. **Instructions to Bidders**

Bidders should follow the instructions set forth below in the submission of their proposal to SCI-BONO.

5.9. *Language of the Proposal and other Documents*

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged between the bidder and Sci-Bono shall be written in the English language.

5.10. *Intention to Bid*

5.10.1. A mandatory site visit is established by the Sci-Bono for those bidders bidding for all Components. During the site visit additional technical information will be provided to the bidders.

5.10.2. Proposals for all Components will ONLY be accepted from bidders attending the site visit.

5.11. *Cost of Proposal*

The bidder shall bear all costs associated with the preparation and submission of the proposal up to the final award of the contract. Sci-Bono will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

5.12. *Due diligence*

5.12.1. Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders risk and may result in rejection of the bid.

5.12.2. The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/ or discrepancy in the RFP document, the Bidder should seek necessary clarifications by e-mail.

5.13. *Contents of the Proposal*

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this RFP.

5.14. **Joint Proposal**

Two or more companies may form a consortium and submit a joint proposal if this helps in finding a team capable of undertaking all elements of the anticipated work. Such a proposal must be submitted under the name of one member of the consortium - hereinafter "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with the Sci-Bono and performing the contract.

5.15. **Communications during the RFP Period**

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify SCI-BONO via email at the following address:

Email for submissions of all queries to tenders@sci-bono.co.za

Subject: Bid RFP: CFO/SCM/CEO/R22-23/01 INQUIRIES

Sci-Bono will respond in writing to any request for clarification of the RFP that it receives up to **18 April 2022**.

A consolidated document of SCI-BONO' response to all questions (including an explanation of the query but without identifying the source of enquiry) will be made available to all prospective bidders on the Sci-Bono website. Request for Proposals section latest on or before **18 April 2022**. "Paragraph Number - Question."

There shall be no individual presentation by or meeting with bidders until after the closing date. There should be no contact with Sci-Bono officials concerning the RFP process, from the date of issue of this RFP to the final selection, other than with the Sci-Bono Project Manager and/or Officials designated by the Project Manager.

6. SCOPE OF WORK

The scope of work will be as follows:

- 6.1 Site validation by conducting the geotechnical studies, assessing the boundary conditions for the proposed project, accessibility of the site, etc.,
- 6.2 Define the components of the Aquarium post consultation with authorities and industry and may include inter alia:
 - 6.2.1 Air-conditioned Indoor Aquarium Building with:

- a) Wall display units of different sizes for freshwater, brackish water and marine aquatic species
 - b) Cylindrical tanks and touch pools in appropriate locations
 - c) Feeding centers
 - d) Knowledge centers
 - e) Walking and/or viewing tunnels
- 6.2.2 Back-end life support systems,
- 6.2.3 Quarantine facilities, (might need to be in a different location due to limited space)
- 6.2.4 Water analysis laboratory reservoirs, (might need to be in a different location due to limited space)
- 6.2.5 Food preparation rooms, (might need to be in a different location due to limited space)
- 6.2.6 Stores, (might need to be in a different location due to limited space)
- 6.2.7 Multimedia theatre for showing the 3D educational movies related to the marine life, its habitats (Also incorporate broadcasting these through the Outside LED Screen & live in our Long-Distance Multimedia Broadcasting Support Centre (TV Studio))
- 6.2.8 Exhibitions with specimens and display boards and charts.
- 6.2.9 HVAC system for biosecurity and life support systems

7. KEY DELIVERABLES

- 7.1 Preparing the master lay out of the State-of-the-Art Aquarium (to be presented and approved by Sci-Bono Management).
- 7.2 Details on each component of the aquarium complex in terms of size, capacity etc
- 7.3 Prepare the list of equipment and machineries required for the project
- 7.4 Prepare a production bio plan for the individual units and work out the Operational cost
- 7.5 Prepare a production bio plan for the individual units and work out the Maintenance costs for 24 months
- 7.6 Overall project management in terms of timeline
- 7.7 Detailing out various training modules, SOP's, Safety Protocols etc. (Transfer of Skills)
- 7.8 Fully fledged State-of-the-Art Aquarium, fit for purpose inside the re-purposed Old Cooling Tower; as an Outside International Exhibition and Education area.

8. KICKOFF MEETING

- 8.1 The selected contractor will conduct a kick-off meeting to present a proposed timeline.
- 8.2 The contractor will coordinate the implementation timeline with the appointed Sci-Bono Project Manager(s). The project timeline will need to be reviewed and approved by the Project Manager(s). Once approved the timeline will be followed for project implementation.
- 8.3 The timeline will also identify the required skill sets of Sci-Bono personnel required for coordination with the project (i.e., electrician, facilities personnel, storage specialist, etc.) for each project task.

9. SUPPORT SERVICES

The contractor proposal shall include an optional line item for one (1) to three (3) years of remote support (business hours and after hour telephone support) and assistance for new and/or existing equipment, software, and/or machinery which will allow the Sci-Bono to address questions and issues with the delivered solution, as configured and installed by the contractor.

10. PROJECT DOCUMENTATION

The selected contractor will be required to provide a complete documentation set of all configuration notes, hardware manuals, MS Visio diagrams and other installation materials in an editable electronic format using common business productivity applications.

11. MINIMUM REQUIREMENTS

11.1 *Proposal structure*

11.1.1 *Technical Proposal*

- 11.1.1.1 The bidder should include in this section all relevant information for Sci-Bono to evaluate the proposal, including information relating to coverage of Sci-Bono needs and requirements, as specified in section 1, proposed timeline, resources dedicated partially or fully to the project. {Any specific format or breakdown of services required by Sci-Bono beyond the categories listed below should also be specified in this section}

11.1.1.2 IMPORTANT: The Technical Proposal shall contain no price or cost information. The Technical Proposal must include the following sections:

- a) Understanding of the Requirements for Services, including Assumptions -(Include any assumptions as well as comments on the services as indicated in the Technical Specifications, or as the bidder may otherwise believe to be necessary)
- b) Proposed Approach, Methodology, Timing and Outputs -(Any comments or suggestions on the technical specifications, as well as the bidder's detailed description of the manner in which it would respond to the technical specifications)

11.1.1.3 Proposed Project Team Members -(The curriculum vitae of the key team members proposed for the project, including their specific responsibilities on this project, relevant experience and professional certificates and/or accreditation.

11.1.2 Financial Proposal

11.1.2.1 The bidder's separate sealed price component must contain an overall quotation in a single currency, either in South African Rands (ZAR) or in the currency of the bidder's country of incorporation or registration. If the bidder opts for the latter and for evaluation purposes only, its proposal will be converted into South African Rands (ZAR) using the South African rate of exchange in effect on the closing date for the submission of proposals.

11.1.2.2 The Financial Proposal shall be accompanied by a cover letter signed by a duly authorized representative of the bidder, confirming the following:

- (a) the price; and
- (b) the period of validity of the bid.

11.1.2.3 The total cost of services and equipment must be itemized and price per unit included. The cost of materials budgeted separately. All costs of materials will be reimbursed at actual costs not exceeding the budgeted amount.

11.1.2.4 In preparing Financial Proposals, bidders should carefully note the following provisions regarding Sci-Bono policies on limitations on advance payments, retention, performance bonds, etc.

11.1.2.5 Sci-Bono's general policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

11.1.2.6 Please note that Sci-Bono's policy is to make an advance payment up to a maximum of 25 per cent upon signature of a contract, whether a private firm, NGO or a government or other entity. Sci-Bono, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made. In any case where an advance payment for R5 million or more is requested and subsequently approved, Sci-Bono will normally require a bank guarantee or other suitable security arrangement. Further information may be requested by Sci-Bono at the time of finalizing contract negotiations with the selected bidder.

11.1.2.7 Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemize the amount requested and provide a time-schedule for utilization of said amount. In addition, the bidder must submit documentation regarding its financial status, e.g. audited financial statements at previous financial year and include this documentation with its financial proposal. Further information may be requested by Sci-Bono at the time of finalizing contract negotiations with the selected bidder.

11.2 *Format and Signing of Proposals*

11.2.1 The bidder shall submit the proposal in **one external envelope** marked clearly **Bid Ref RFP CFO/SCM/CEO/R22-23/01** (Refer to the first page of the RFP for the reference number) **containing inside two sealed envelopes** by the closing date set forth in **section 12** to the address specified below.

**Sci-Bono Discovery Centre
Corner Mariam Makeba and Helen Joseph Streets
Newtown
Johannesburg
2107**

CFO/SCM/CEO/R22-23/01

Renovate the Old Cooling Tower (to be fit for Purpose); And Design, Supply, Installation and Maintenance of a Bespoke State-Of-The-Art Aquarium

NOTE: If the envelopes are not sealed and marked as per the instructions in this clause, Sci-Bono will not assume responsibility for the proposal's misplacement or premature opening and may – at its discretion – reject the proposal.

Envelope 1:

(a) This first internal sealed envelope must contain one hard copy of the complete technical proposal.

- i. A Formal Written Quotation (clear & unambiguous; with VAT implications)
- ii. Quotation form downloadable from the Sci-Bono website.

(b) Each complete technical proposal should include the following:

- i. Hard copy of proposal and supporting documents (marked clearly **Bid Ref RFP CFO/SCM/CEO/R22-23/01**)
- ii. One CD-ROM containing electronic copy of the technical proposal only and supporting documents

Envelope 2:

- a) The second internal sealed envelope must contain the financial proposal and its cover letter as and a separate CD- ROM containing only the financial proposal must be included.
- b) Please also note the following instructions for preparation of the Proposal:
 - i. All pages of the proposal shall be numbered in the format 'Page X of Y'.
 - ii. All copies of the proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the proposal.
 - iii. The electronic copy of the proposal and supporting documents on a CD-ROM should be in PDF, or MS Office compatible format (Word, Excel, Power Point or MS Project). The responses to the functional requirements should be submitted in the structure provided in this RFP. The financial proposal should be submitted in the file format supplied by SCI-

BONO and using the template distributed with the RFP and only within the sealed financial proposal in a separate CD from the technical proposal. The proposed timeline project plan should be either in MS Project MPP, XLS or PDF format.

- c) Project Plan
- d) Covid-19 Management Plan – as part of the project plan
- e) Safety File/Plan/Manual
- f) CIDB Grading Level 1 registration
- g) Comprehensive description of items offered (no prices) -RFP Response (including 3D presentation
- h) Proof of Company Registration
- i) A valid Tax Compliance Status/Pin
- j) Valid B-BBEE certificate (SANAS) or Sworn Affidavit
- k) Fully completed SBD forms (SBD 4, SBD 8, SBD 9) downloadable from the Sci-Bono website
- l) Stamped Letter Confirming Bank Details of the bidding entity
- m) Proof of Business Address
- n) References (minimum 2, where the bidder has delivered the similar services)
 - Name of Client
 - Designation of Contact Person
 - Contact telephone numbers
 - Dates and Work performed.

11.3 ***Pricing Schedule and Delivery***

11.3.1 General Pricing Fee

- a) The bidder must provide a clear and unambiguous price schedule (quotation) with the fixed rates.
- b) All disbursements and related costs must be provided separately, if any, and shall be negotiated.
- c) Discounts shall be accepted but without any conditions.

11.4 *Period of Validity of Proposals*

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal valid for a shorter period may be rejected by Sci-Bono. In exceptional circumstances, Sci-Bono may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting the request will not be required nor permitted to modify its proposal

12. CLOSING DATE AND TIME FOR SUBMISSION OF PROPOSALS

- 12.1 Submissions should be hand delivered by on or before **25 April 2022 at 12:00PM**, deposited into the tender box marked **“RFP: CFO/SCM/CEO/R22-23/01 Renovate the Old Cooling Tower (to be fit for Purpose); And Design, Supply, Installation and Maintenance of a Bespoke State-Of-The-Art Aquarium”**. **NO LATE PROPOSALS / BIDS shall be accepted**. Late proposals / bids shall be immediately returned to the bidders. All documents must be to Corner of Miriam Makeba & President Street, Johannesburg, 2107.
- 12.2 A compulsory briefing will take place on the **12 April 2022 @ 11H00AM**, at Sci-bono Discovery Centre
- 12.3 All correspondences shall be done by e-mail tenders@sci-bono.co.za; no telephonic correspondences shall be done before and after the closing of bid. Bidders may be informed in writing of the outcome of the bid adjudication process.
- 12.4 Sci-Bono may, at its own discretion, extend this closing date for the submission of proposals by notifying all bidders thereof in writing.
- 12.5 Any proposal received by Sci-Bono after the closing date for submission of proposals will be rejected.

13. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 The bidder may withdraw its proposal any time after the proposal's submission and before the opening date, provided that written signed notice of the withdrawal (by a duly authorized representative of the bidder) via email is received by Sci-Bono prior to the closing date.
- 13.2 The bidder's withdrawal notice shall be prepared and dispatched to be received before the closing date in accordance with **section 12**. (**Email for withdrawal of proposal to tenders@sci-bono.co.za**)

- 13.3 No proposal may be modified after the closing date for submission of proposals, unless Sci-Bono has issued an amendment to the RFP allowing such modifications (see section 12).
- 13.4 No proposal may be withdrawn in the interval between the opening date and the expiration of the period of proposal validity specified by the bidder in the proposal.

14. AMENDMENTS OF THE RFP

- 14.1 At any time prior to the closing date for submission of proposals, Sci-Bono may, for any reason, whether on its own initiative or in response to a clarification requested by a bidder, modify the RFP by amendment. Amendments could include modification of project scope or requirements, project timeline expectations or extension of the closing date for submission.
- 14.2 All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP. In addition, all amendments will be posted on the Sci-Bono website in the Request for Proposals section and in any other website used by Sci-Bono directly for publishing the Request for Proposals.

15. MODIFICATIONS AND WITHDRAWAL OF BIDS

Once Bids are submitted, these will be treated as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of Bids.

16. RIGHT TO REJECT, ACCEPT/ CANCEL

Sci-Bono reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. Sci-Bono does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the RFP without assigning any reason whatsoever. Sci-Bono also has the right to re-issue the RFP without the Bidders having the right to object to such re-issue.

17. NOTIFICATION OF AWARD/ PURCHASE ORDER

After evaluation of all submitted Bids, Sci-Bono will obtain internal approvals prior to expiration of the period of Bid validity and send a Notification of Award/Purchase Order to the selected Bidder(s). Sci-Bono reserves the right to appoint more than one Bidder for this RFP.

18. ACCEPTANCE PROCEDURE

- 18.1 Within five (5) days of receipt of Notification of Award/Purchase Order, the successful Bidder(s) shall return the acceptance of the award to Sci-Bono.
- 18.2 Failure of the successful Bidder(s) to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.
- 18.3 The successful Bidder(s) will be required to enter into an SLA with Sci-Bono based on the conditions and requirements of the RFP issued, within five (5) days of being appointed.
- 18.4 The successful Bidder(s) will be required to present a final project delivery plan to Sci-Bono within five (5) days of being appointed.
- 18.5 Upon the successful Bidder(s) accepting the Purchase Order and signing the SLA, Sci-Bono will notify each unsuccessful Bidder.

19. OPENING, EVALUATION AND ADJUDICATION OF PROPOSALS

19.1 *Opening of Proposals*

19.1.1 Sci-Bono will open the technical proposals in the presence of the Bid Evaluation Committee (BEC) formed by Sci-Bono at Sci-Bono on a date fixed after the closing of the tendering period. Each technical proposal will be opened during the session.

19.1.2 Financial proposals will be opened only after the technical evaluation of the proposals, by Bid Adjudication Committee (BAC).

19.2 *Clarification of Proposals*

Sci-Bono may, at its discretion, ask any bidder for clarification of any part of its proposal to assist in the examination, evaluation and comparison of proposals. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

19.3 *Preliminary Examination of Proposals*

19.3.1 Sci-Bono will examine the proposals to determine whether:

- a) they are complete,
- b) any computational errors have been made,
- c) the documents have been properly signed, and

d) the proposals are generally in order.

19.3.2 Please note that Sci-Bono is not bound to select any of the firms/institutions submitting proposals.

19.3.3 Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to Sci-Bono's general principles, including economy and efficiency, Sci-Bono does not bind itself in any way to select the firm/institution offering the lowest price.

19.4 *Technical Evaluation of Proposals*

19.4.1 A two-stage procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any evaluation of the Financial Proposal.

19.4.2 The technical evaluation of proposals will be accomplished by a selection panel. The selection panel will evaluate all proposals which have passed the preliminary examination of proposals.

19.4.3 The evaluation of submitted bid documents will be subject to a 2 Stage Evaluation Methodology.

19.5 *Bid evaluation*

Stage 1a): Administrative Evaluation

A paper-based evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed or attached such a bid will be eliminated from any further evaluation.

- a) Attended compulsory briefing meeting
- b) Submission of detailed project plan for each component;
- c) Covid-19 Management Plan
- d) Safety File/Plan/Manual
- e) Submission of an all-inclusive bid price: **Price and/or Payment Schedule in a separate sealed envelope;**

- f) Proof of Company Registration
- g) Completed and Signed SBD 4 – Declaration of Interest;
- h) Completed and Signed SBD 8 – Declaration of Bidder’s Past Supply Chain Management Practices;
- i) Completed and Signed SBD 9 – Certificate of Independent Bid Determination;
- j) Submission of valid tax clearance certificate or SARS Pin;
- k) In the case of Joint Ventures include Teaming Agreements and B-BBEE status for all members of the Joint Venture.
- l) A Stamped Letter Confirming Bank Details of the bidding entity
- m) Proof of Business Address.
- n) Contactable references by simply stating the following:
 - 1. Name of client
 - 2. Position
 - 3. Contact telephone numbers
 - 4. Dates and work performed.

ANY BIDDER THAT DOES NOT COMPLY WITH THE ABOVE CRITERIA WILL BE ELIMINATED.

Stage 1b): Functional Evaluation

Functionality evaluation will be based on the following criteria:

A Bidder that scores less than 189 points out of 270 in respect of functionality will be regarded as submitting a non – responsive proposal and will be disqualified from further evaluation.

NO:	Criteria	Details	Individual Points	Total Weighting
1	Approach & Methodology	<ul style="list-style-type: none"> • Understanding of the project and its requirement • Details of Methodology • Project management office structure • Experience in Preparing DPR's of fisheries/related projects etc. • Risk management 	<ul style="list-style-type: none"> • 4 points each 	20 Points
2	Project Experience	Relevant Experience of the bidder or its consortium partner with suitable performance certificate/completion proofs	<ul style="list-style-type: none"> • 4 points for completed project with completion certificate (Maximum 12 marks) • 2 points for on going project with satisfactory certificate (Maximum 8 marks) 	12 Points
		The Average annual turnover in last 3 financial year i.e. 2018-19, 2019-20, 2020-21 should be more than R50 million respectively or R125 million consolidated in the said 3 financial years.	<ul style="list-style-type: none"> • 2 points each year • 4 points for the Consolidated 3 year period 	10 Points

NO:	Criteria	Details	Individual Points	Total Weighting
3	Proposed Team	Team Leader– MFsc/Phd in Fisheries/MBA or Equivalent with 15year experience in Agro/Fisheries/ related Projects	<ul style="list-style-type: none"> • Minimum 2 appropriate CV's with related experience to be provided to qualify and maximum 4 CV's shall be considered with 3 points each -Totaling 12 points <u>Sci-Bono will select one appropriate/suitable candidate</u>	12 Points
		Technical Consultant – M.Tech or Equivalent in related field with experience in Pre feasibility/ Feasibility, preparation of DPR, RFP, project execution & management etc.	<ul style="list-style-type: none"> • Minimum 2 appropriate CV's with related experience to be provided to qualify, and • Maximum 4 CV's shall be considered with 3 points each- Totaling 12 points <u>Sci-Bono will select one appropriate/ suitable candidate.</u>	12 Points
		Aquarium Expert –Graduate degree Biology /Zoology/Fisheries /Marine Biology with 10 years' experience in developing Aquarium Projects	<ul style="list-style-type: none"> • Minimum 2 appropriate CV's with related experience to be provided to qualify, and • Maximum 4 CV's shall be considered with 3 points each - Totaling 12 points <u>Sci-Bono will select one appropriate/ suitable candidate</u>	12 Points
		Construction	<ul style="list-style-type: none"> • Minimum 2 appropriate CV's with related experience to be provided to quality, and • Maximum 3 CV's shall be considered with 2 points • each- Totaling 6 points <u>Sci-Bono will select one appropriate or suitable candidate</u>	6 Points

NO:	Criteria	Details	Individual Points	Total Weighting
4	Technical Presentation	The bidder to make technical preparation to the committee on the overall understanding of the project, its execution, key focus areas etc.		16 Points
Total				100 Points
Overall Minimum Threshold (70%)				70 Points

Stage 1c): Presentation

- 1c)1 All Bidders achieving the minimum threshold of 70 points during Stage 1b) of the evaluation process could be called upon to present the proposed solution to Sci-Bono. These Bidders will be informed of the presentation as well as the evaluation methodology to be used during the presentation.
- 1c)2 At the discretion of Sci-Bono, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Such bidders could be asked to give a presentation of their proposal (possibly with an emphasis on a topic of Sci-Bono's choice) followed by a question and answer session. If Sci-Bono determines that there is such a need, the presentation will be held at Sci-Bono, or by videoconference/Internet. Bidders will be given reasonable time to prepare for the presentation.

NOTE: Presentations or other individual contact is strictly prohibited before the closing date for proposal submission. The only exception allowed is the participation in the mandatory “compulsory briefing / site visit”.

19.6 *Bid Adjudication*

Stage 2a): Price

- 2a)1 The financial proposal will only be evaluated if the technical proposal achieves a minimum of 70% of the total allocable points for the technical evaluation. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.
- 2a)2 Contract will be awarded guided by the principles of the Preferential Procurement Regulations, 2017 as per Gazette 10684. Responsive bids will be adjudicated in terms of (80/20) preference point system in terms of which points are awarded to Bidders on the basis of:

PRICE EVALUATION

- 2a)3 The proposals / bids shall be evaluated using the 80/20 preference point scoring system.

$$PS = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

CFO/SCM/CEO/R22-23/01

Renovate the Old Cooling Tower (to be fit for Purpose); And Design, Supply, Installation and Maintenance of a Bespoke State-Of-The-Art Aquarium

Where:

Ps = Point scored for comparative price of bid under consideration;

Pt = Comparative price of bid under consideration; and

Pmin = Comparative price of the lowest acceptable bid.

Stage 2b): Preferential Points

2b)1 In terms of Section 9 (1) of the Broad- Based Black Economic Empowerment Act the B - BBEE status Preference points must be awarded to a bidder for attaining the B - BBEE status level of contribution in Accordance with the table below:

2b)2 PREFERENCE POINTS

Failure to submit an original or certified copy of the Bidder's B-BBEE certificate that is valid at the date of tender closing, will result in no points for Stage 2b being allocated to Bidder.

2b)3 POINTS FOR B-BBEE

An 80/20 preference points scoring system (B-BBEE points) shall apply and shall be awarded as follows:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Please note: In order to qualify for the above Preference Points Bidders are required to submit a certified valid copy of their B-BBEE Certificate as issued by an accredited SANAS Verification Agency. B-BBEE Certificates issued through IRBA practitioners or affidavits will not be considered for the calculation of Preference Points. Affidavits will be considered for the calculation of Preference Points for ENE and QSE suppliers only.

20. AWARD CRITERIA

20.1 The bidder with the highest number of points shall be awarded the contract, unless there are factors that may lead to a different decision.

20.2 In the event of two or more bids score equal points s, the bid will be awarded to the bidder scoring the highest points on B-BBEE or preference.

20.3 However, in the event the two or more bids have equal B-BBEE points, the tender will be awarded to the bidder with the highest points on functionality, if applicable.

20.4 Qualifying proposals will be evaluated according to the following criteria:

- Price: 80%
- BEE rating 20%

20.5 Sci-Bono reserves the right to:

20.5.1 Request further information from any Bidder after the closing date;

20.5.2 Verify information and documentation of a respective Bidder;

20.5.3 Make sure that the Bidder(s) have at their disposal the necessary infrastructure and technology to execute the contract to the satisfaction of Sci-Bono and GDE prior to the awarding of the contract;

20.5.4 Inspect the operation or any part thereof during the evaluation phase of the Bid; or

20.5.5 Arrange contracts with more than one contractor and to order its requirements from the most economical, suitable or convenient source of supply.

21. PENALTY FOR DEFAULT

If the appointed Bidder does not deliver the Broadcasting Solution and hardware as per Annexure A: Specification Requirements and Compliance Matrix and in the timeframe specified in paragraph 16, or such authorised extension of the delivery period as may be permitted in writing by Sci-Bono, Sci-

Bono shall impose a penalty at the rate of 1% for each week's delay, up to a maximum of 10% of the Purchase Order, for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, Sci-Bono will have the right to cancel the order.

22. PENALTY FOR BREACH

- 22.1 The Bidder shall perform its obligations under the bid/ agreement entered into with Sci-Bono, in a professional manner.
- 22.2 Any act or failure by the Bidder under the bid/ agreement resulting in failure or inoperability of systems and if Sci-Bono must take corrective actions to ensure functionality of its property, Sci-Bono reserves the right to impose a penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 22.3 Sci-Bono shall impose a penalty to the extent of damage to any of its equipment, if the damage was due to the actions directly attributable to the staff/ contractor of the Bidder.
- 22.4 Sci-Bono shall implement all penalty clauses after giving due notice to the Bidder.
- 22.5 If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, Sci-Bono reserves the right either to cancel the order or to recover up to 15% of the contract amount as deemed reasonable as Penalty for non-performance.

23. AWARD OF CONTRACT

23.1 *Award Criteria, Award of Contract*

- 23.1.1 Sci-Bono reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for the Sci-Bono's action.
- 23.1.2 Prior to expiration of the period of proposal validity, Sci-Bono award the contract in entirety to the qualified bidder(s) whose proposal, after being evaluated, is considered to be the most responsive to the needs of Sci-Bono and activity concerned. Sci-Bono reserves the right to award the contract components to bidders whose proposals are most cost-effective in respective components of this RFP.

23.1.3 Sci-Bono has the right to eliminate bids throughout the evaluation process. However, Sci-Bono is under no obligation to state the reasons for elimination to the bidder.

NOTE: Sci-Bono is acting in good faith by issuing this RFP. However, this document does not obligate Sci-Bono to contract for the supply of any products or services.

23.2 *Sci-Bono's Right to modify Scope or Requirements during the Proposal Process*

Sci-Bono reserves the right to, at any time during the proposal process, modify the scope of services and goods specified in the RFP. At any step in the evaluation process, Sci-Bono reserves the right to issue an amendment to the RFP detailing the change to only those bidders that have not been officially eliminated due to technical reasons at that point in time. Official elimination is signified by a direct communication to that effect from Sci-Bono.

23.3 *Sci-Bono's Right to Extend/Revise Scope or Requirements at Time of Award*

Sci-Bono reserves the right, at the time of award of contract, to extend/revise the scope of services and goods specified in the RFP without any change in base price of services (e.g. day rate for resources) or other terms and conditions.

23.4 *Sci-Bono's Right to enter into Contract Price Negotiations*

Sci-Bono reserves the right to enter into contract price negotiations with one or more bidders that have not been eliminated during the evaluation process.

23.5 *Signing of the Contract*

Within 30 days of receipt of the contract the successful bidder shall sign and date the contract and return it to Sci-Bono according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then Sci-Bono has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

24. GENERAL AND CONTRACTUAL CONDITIONS

24.1 The general terms and conditions of the contractual agreement ("the Contract") between Sci-Bono and the selected bidder ("the Contractor") will include provisions as set forth in this section, and will cover the following issues:

24.1.1 responsibilities, indemnities and liabilities of the Contractor(s) and Sci-Bono;

- 24.1.2 conditions concerning the termination of the contract(s);
- 24.1.3 clear deliverables and acceptance procedures;
- 24.1.4 payment terms tied to the satisfactory completion of the work;
- 24.1.5 training and post implementation support;
- 24.1.6 allowance for changes;
- 24.1.7 warranties and representations;
- 24.1.8 notices.

Services under this Contract will be supplied on a fixed-price basis in a UN convertible currency (preferably South African Rands (ZAR)), based on the UN exchange rate of the date of invoice.

25. RESPONSIBILITY

The Contractor will be responsible to ensure that the services rendered under the Contract are in accordance with the specifications and within the time prescribed.

26. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to Sci-Bono in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect Sci-Bono and shall fulfill its commitments with the fullest regard to the interests of Sci-Bono.

27. WARRANTIES

The Contractor will warrant and represent to Sci-Bono as follows:

- 27.1 The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by Sci-Bono without agreement of the Contractor are not covered by this paragraph.
- 27.2 The deliverables shall, to the extent it is not original, only be derived from, or incorporate,

material over which the Contractor has the full legal right and authority to use it for the proper implementation of this Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for Sci-Bono to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit Sci-Bono to fully exercise its rights in the deliverables and the software without any obligation on Sci-Bono's part to make any additional payments whatsoever to any party.

- 27.3 The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to Sci-Bono free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 27.4 The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on the copyright of any document or other material (whether machine readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 27.5 Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to Sci-Bono, to perform its obligations hereunder.
- 27.6 The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

28. LEGAL STATUS

- 28.1 The Contractor shall be considered as having the legal status of an independent contractor and as such there will be no employer/employee relationship between Sci-Bono on the one side and the Contractor or any person used by the Contractor on the other side.
- 28.2 Thus the Contractor shall be solely responsible for the manner in which the work is carried out. Sci-Bono shall not be responsible for any loss, accident, damage or injury, including, but not limited to, damage to test equipment, spare parts and other property, suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result

of the implementation or execution of the Contract, including travel, whether sustained on Sci-Bono premises or not.

28.3 The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

29. RELATION BETWEEN THE PARTIES

The Contract does not constitute a partnership between the Parties or to constitute either Party as the agent of the other.

30. WAIVER OF BREACH

The waiver by an act, omission or knowledge of either Party, its agents or its employees of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

31. LIABILITY

The Contractor hereby indemnifies and holds Sci-Bono harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against Sci-Bono at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

32. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of Sci-Bono.

33. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of Sci-Bono has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

34. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, Sci-Bono, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. (These obligations shall not lapse upon termination of the contract).

35. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals Sci-Bono will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

36. SUBCONTRACTING

Any intention to subcontract aspects of this contract must be specified in detail in the tender submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same thoroughness as the prime contractor. No subcontracting will be permitted under this Contract unless it is proposed in the initial submission or

formally agreed to by Sci-Bono at a later time. In any event, the total responsibility for the Contract rests with the prime contractor.

37. PLACE OF PERFORMANCE

Sci-Bono Discovery Centre,
Corner Mariam Makeba and Helen Joseph Streets
Newtown
Johannesburg
2107

38. LANGUAGE

The internal communications of the work performed for this project, management and contractual communications for this project will be executed in English.

39. CONFIDENTIALITY

39.1 Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph.

39.2 However, there shall be no obligation of confidentiality or restriction on use, where:

39.2.1 the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or

39.2.2 the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or

39.2.3 the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.

39.3 The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract. (These obligations shall not lapse upon termination of the contract).

40. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

42.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of Sci-Bono, shall be treated as confidential and shall be delivered only to Sci-Bono authorized officials prior to completion of work under this Contract.

42.2 The Contractor may not communicate at any time to any other person, Government or authority external to Sci-Bono, any information known to it by reason of its association with Sci-Bono which has not been made public except with the authorization of Sci-Bono; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

41. TITLE RIGHTS

41.1 This is a work made for hire. Sci-Bono shall be the owner of all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to all deliverables and other material which bears a direct relation to, or is made in consequence of, the services provided to Sci-Bono by the Contractor.

41.2 Sci-Bono reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.

41.3 At Sci-Bono' request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist Sci-Bono in securing such proprietary rights and transferring them to Sci-Bono in compliance with the requirements of applicable law.

42. CANCELLATION

Sci-Bono shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 42.1 At will with the provision of thirty (30) days prior notice in writing;
- 42.2 In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 42.3 In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfillment, will not be respected.
- 42.4 In addition, Sci-Bono shall be entitled to terminate the Contract (or part thereof), in writing, with immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
 - 42.4.1 In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from Sci-Bono; or
 - 42.4.2 Adjudicated bankrupt or formally seeks relief of his financial obligations.

43. FORCE MAJEURE

- 43.1 No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by strike, lock-out, foreign or civil war, or any other event outside his control, it being agreed, however, that Sci-Bono shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in **section 41 Title rights**, deliver to Sci-Bono all work products and other materials so far produced.
- 43.2 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 43.3 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to Sci-Bono, of such

occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify Sci-Bono of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, Sci-Bono shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 43.4 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, Sci-Bono shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in **section 42 Cancellation**, except that the period of notice shall be seven (7) days instead of thirty (30) days.

44. USE OF SCI-BONO AND GDE NAME AND EMBLEM

Without Sci-Bono' prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with Sci-Bono and/or the Gauteng Department of Education (GDE) (which is the main funder of Sci-Bono). In no case shall the Contractor use the name or the emblem of Sci-Bono and/or GDE, or any abbreviation thereof, in relation to its business or otherwise.

45. SUCCESSORS AND ASSIGNEES

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of Sci-Bono.

46. PAYMENT

Payment will be made against presentation of an invoice in a UN convertible currency (preferably South African Rands (ZAR)) for each deliverable and subject to Sci-Bono's acceptance of each such deliverable. Any payments by Sci-Bono to the Contractor shall reflect any tax exemptions to which Sci-Bono is entitled by reason of the immunity it enjoys. Sci-Bono is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with Sci-Bono so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with Sci-Bono to enable reimbursement thereof.

47. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by Sci-Bono shall rest with Sci-Bono and any such equipment shall be returned to Sci-Bono at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to Sci-Bono, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate Sci-Bono for equipment determined to be damaged or degraded beyond normal wear and tear.

48. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 48.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 48.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 48.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services

in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

48.3.1 Name Sci-Bono as additional insured;

48.3.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against Sci-Bono;

48.3.3 Provide that Sci-Bono shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

48.4 The Contractor shall, upon request, provide Sci-Bono with satisfactory evidence of the insurance required under this Article.

49. SETTLEMENT OF DISPUTES

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the Arbitration Foundation of Southern Africa. The parties shall accept the arbitral award as final.

50. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

51. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against Sci-Bono unless provided by an amendment to this Contract signed by the authorized official of Sci-Bono.

52. PERSONNEL

52.1 *Approval of Contractor Personnel*

52.1.1 Sci-Bono reserves the right to approve any employee, subcontractor or agent furnished by the Contractor. All of the Contractor's employees, subcontractors or agents performing work under this Agreement must have appropriate levels of experience and be adequately trained to perform the services. Sci-Bono reserves the right to undertake an interview process as part of the approval of Contractor personnel.

52.1.2 The Contractor acknowledges that the skill and experience of the Contractor's personnel proposed to be assigned to the project are material elements in Sci-Bono's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties involving comparable employment by the Contractor while the project is in progress and for so long as there has been no suspension. Circumstances may arise, however, which necessitate that personnel be substituted during the progress of work due to delays or due to promotions, termination, sickness, vacation or other similar material change in the employment circumstance of the employee, at which time a replacement of comparable background and experience may be substituted, subject to approval of Sci-Bono.

52.1.3 Sci-Bono may refuse access to or require replacement of any employee, subcontractor or agent of the Contractor if such individual renders, in the sole judgment of Sci-Bono, inadequate or unacceptable performance, or if for any other reason Sci-Bono finds such individual does not meet its security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice. The replacement will be comparable in skills required and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

52.2 *Project Managers*

Each party shall appoint a qualified project manager (“Project Manager”) who shall serve as such party’s primary liaison throughout the course of the project including the Services. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project including the Services and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

52.3 *Foreign Nationals*

The Contractor shall verify that all its employees, agents and subcontractors are legally entitled to work in the country specified in section 5.13 and other countries required by the nature of the assignment. Sci-Bono reserves the right to request legally mandated Contractor-held documentation attesting to the same for each employee, agent or subcontractor of the Contractor assigned to work on the project. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

53. COMPLIANCE WITH SCI-BONO POLICIES

53.1 The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any Sci-Bono policies and all Sci-Bono reasonable written direction and procedures relating to:

53.1.1 occupational health and safety,

53.1.2 security and administrative requirements, including, but not limited to computer network security procedures,

53.1.3 sexual harassment,

53.1.4 privacy,

53.1.5 general business conduct and disclosure,

53.1.6 conflicts of interest and

53.1.7 business working hours and official holidays.

53.2 In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its subcontractor or any of their employees or agents, of any laws, regulations, Sci-Bono policies or of other Sci-Bono reasonable written directions and procedures, the Contractor shall immediately notify Sci-Bono of such violation. Sci-Bono, in its sole discretion,

shall determine the course of action to remedy such violation, in addition to any other remedy available to Sci-Bono in law or equity or under this Agreement.

54. ETHICAL BEHAVIOUR

Sci-Bono, the Contractor and each of the Contractor's subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of this Agreement.

55. ENGAGEMENT OF THIRD PARTIES AND USE OF IN-HOUSE RESOURCES

The Contractor acknowledges that Sci-Bono may elect to engage Third Parties to participate in or oversee certain aspects of the project and that Sci-Bono may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its subcontractors and their employees and agents cooperate, in good faith, with such Third Parties and with any Sci-Bono in-house resources.

56. DISCLAIMER ON THE TENDER PROCESS

- 56.1 Sci-Bono reserves the right to accept or reject any variation, deviation, tender offer or alternative offer and may cancel the tender process and reject all tender offers at any time before the formation of a contract.
- 56.2 Sci-Bono reserves the right to award a contract to multiple service provider(s) should it be deemed necessary.
- 56.3 Sci-Bono reserves the right not to appoint a provider, to accept and/or award the whole or any portion of the tender, and is not obliged to provide reasons for the rejection of any tender.
- 56.4 Sci-Bono will not incur any liability to a tenderer for such cancellation and rejection, but will give written reason for action upon request to do so.