

BID NO: SO/084/04/2025

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE MATJIESFONTEIN SPACE TRACKING FACILITY

PROCUREMENT DOCUMENT

Issue Date: 04 April 2025

Issued by:

South African National Space Agency (SANSA)

SANSA
Matjiesfontein site
Lord Millner Hotel
Matjiesfontein Avenue
Western Cape

Briefing date: 25 April 2025 at 10:00 **(Please bring safety boots, reflective vests, Original ID and offroad/high clearance vehicles otherwise you will not be allowed to enter the site)**

Closing date: 16 May 2025

Closing time: 11h00

Name of Bidder:

.....

.....

CSD Supplier Number (MA Number)

CIDB (CRS Number)

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PART T1: BIDDING PROCEDURES

T1.1 BID NOTICE AND INVITATION TO BID

You are hereby invited to bid for the requirements of SANSA

BID NUMBER: SO/084/04/2025

CLOSING DATE: 16 MAY 2025

CLOSING TIME: 11h00

DESCRIPTION: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE MATJIESFONTEIN SPACE TRACKING FACILITY

The successful bidder will be required to complete and sign a written Contract.

Bid documents must be deposited in the bid box situated in the reception area at SANSA office, Farm No 502JQ, Hartbeesthoek, District West Rand office, (08h00-16h00). No bids are to be delivered at any other SANSA office besides the office stipulated on the bid document. Bidders must ensure that they sign the submission register at the reception when delivering their bids and the bid document must be placed in the correct bid box.

THE CLOSING TIME WILL BE AS PER THE CLOCK AT THE SANSA RECEPTION.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must advise their couriers/drivers of the instruction above to avoid misplacement of bid responses. SANSA will not be held responsible for the misplacement of bid by bidders/courier/drivers.

1. All bids must be submitted on the original forms – **(BIDDERS MUST NOT RE-TYPE THE BID DOCUMENT OR CONVERT FROM PDF FORMAT)**

2. This bid is subject to the JBCC PBA Ed 6.2 May 2018 and the special conditions of contract.

Bid Opening Procedure

There will be a public bid opening of the bids received on the **16 May 2025 immediately** after the closing time. The bidders' name and BBBEE status will be read out to those who are present, and results will also be published on the SANSA website. The financial offer envelope will not be opened at the public bid opening of the bids as SANSA can only open financial offers of bidders who reach the minimum threshold of **85 points** on functionality evaluation stage.

The bidders' functionality offer envelope must be clearly marked with the Bid Number, Project Name and Bidder's name.

The South African National Space Agency (SANSA) has a mandate, as outlined in the South African National Space Agency Act, 2008 (Act No 36 of 2008), to co-ordinate and integrate national space science and technology programs and conduct long-term planning and implementation of space-related activities in South Africa, for the benefit of the citizens of South Africa.

SANSA invites bidders to bid for the appointment of a contractor for the construction of Matjiesfontein space tracking facility

Eligibility Criteria -:

1. Bidders must provide a fully completed and signed Bid Document.
2. Central Supplier Database (CSD) summary report – Bidders must ensure that they have successfully registered on the CSD at the time of award their bid with a complaint tax status– this does not apply to international bidders.
3. Compulsory Briefing session attendance.
4. The Bidders must be in possession of a valid 8GB or above CIDB rating on the closing date (attach valid proof).
5. Valid ISO 45001: 2018 and or ISO 9001:2015 and or ISO 14000 :2015 accreditation certificate (based on high-risk activities).
6. Valid letter of good standing from Department of Labor (COIDA and or FEM insurance).
7. Tenderers must be registered with the relevant Bargaining Council (BIBC). (attach valid proof).
8. Tenderers must sub-contract 15% of the project value to EME's and QSE's with 51% black ownership (Complete SBD 6.1 and attach company registration document(s), BEE/Sworn affidavit(s), CSD report(s) and subcontracting agreement(s).

Please note that failure to submit the required documents stated above on the closing date and time will lead to automatic disqualification. The bid will be disqualified and will not be evaluated.

Bid documents are obtainable for free from the SANSA Website (www.sansa.org.za), and the National Treasury e-tender portal (<http://www.etenders.gov.za>) after 09h00 from Friday **04 April 2025**.

The physical address for submission of bid documents is:

SANSA
Space Operations office
Farm 502 JQ
Hartebeesthoek
West Rand District,
Gauteng, South Africa

Compulsory Briefing session: 25 April 2025 at 10h00 at SANSA Matjiesfontein site, Lord Millner Hotel, Matjiesfontein avenue, Western Cape (Latitude 30 14' 36.86" S Longitude 20 32' 52.90" E)
(Please bring safety boots, reflective vest and original ID otherwise you will not be allowed to enter the site)

The closing time for receipt of bids is **11h00** on the **16 May 2025**.

Telegraphic, telephonic, fax, e-mail and late bids will not be accepted, and SANSA will not issue bid document through fax or email.

COMPLIANCE WITH PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013) ("POPIA")

1. The Constitution guarantees citizens the right to privacy, including the right not to have the privacy of their communications infringed.
2. POPIA aims to promote the protection of privacy through the application of its guiding principles for the processing of personal information in a context-sensitive manner.

Committed to your Privacy

3. SANSA fully comprehends that your personal and company information is valuable to you; your privacy is important to SANSA. SANSA commits to safeguarding and lawfully processing your personal information.

Purpose for Processing your Personal Information

4. SANSA collects, holds, uses and discloses your personal information mainly to provide you with access to its services. SANSA will only process your personal information for a purpose you would reasonably expect, including:
 - Complying with any legal and regulatory requirements such as contract agreements, etc.
 - Confirming, verifying and updating your details.
 - Invoicing or paying you to ensure payment and tax compliance.
5. SANSA may collect your personal information which may include your first name and last name, company name and its registration number, identity numbers, email address, physical or postal address, other contact information, banking details, etc.

Consent to Disclose and Share your Personal Information

6. SANSA may need to share your personal information, with third parties, to provide advice, and/or services. Where SANSA shares your personal information, it will take all reasonable precautions to ensure that the third party will treat your personal information with the same level of protection as required by SANSA.

Request and Access to your Personal Information

7. Should you require further information on this or have any concerns about how your personal information is processed or used, you can contact SANSA on popi_paia@sansa.org.za. (**PLEASE NOTE:** This email address is restricted to POPI and PAIA-related enquiries, not general enquiries about bids and tenders. Enquiries about bid and tenders should be sent to spaceops-scm@sansa.org.za.)
8. You can request access to the personal information SANSA has on you at any time. If you think that SANSA has outdated information, you may request to update or correct it. You can also opt-out and request the removal of your personal information at any time. If there are any lawful reasons for requiring SANSA to retain any information, SANSA will advise so.
9. **PLEASE TAKE NOTE** that your personal information is securely hosted on infrastructure / system managed by SANSA. SANSA assures you that your information will not be shared for any marketing or promotional purposes without your consent.

10. SANSA will continue to manage, monitor, refine and develop policies, processes and systems. This will ensure

that SANSA takes every practical and reasonable step(s) to ensure data protection, is in line with POPIA.

THE FOLLOWING PARTICULARS MUST BE FURNISHED

FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE PARTICULARS BELOW MAY RESULT IN YOUR BID BEING DISQUALIFIED)

T1.2 BIDDER'S INFORMATION (SBD1)

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL SPACE AGENCY					
BID NUMBER:	SO/084/04/2025	CLOSING DATE:	16 MAY 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE MATJIESFONTEIN SPACE TRACKING FACILITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The physical address for submission of bid documents is SANSA office, Farm No 502JQ, Hartebeesthoek, District West Rand office					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE CIDB STANDARD FOR UNIFORMITY IN STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS (AUGUST 2019), PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE JBCC PBA ED 6.2 MAY 2018 (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 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.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 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."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE

BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

Names of Directors of the company

Name	Designation

In case of a consortium/joint venture, full details on the consortium/joint venture members:

Entity Name	VAT Registration Number	Tax Compliance Status submitted (Yes/No)

Name of contracting entity in case of a consortium/joint venture

Entity Name	
Postal address	
Street address	



Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid.

Name and Surname	
Telephone number	
Cellular number	
Fax number	
Email address	

Contact details of alternative person who will act on behalf of the person above should he/she not be available.

Name and Surname	
Telephone number	
Cellular number	
Fax number	
Email address	

Declaration:

The information supplied in this document is correct and complete to the best of my knowledge and accurately reflect the capability of:

Company Name	
Signature	
Date	
Name	
This bid is signed in my capacity as	

T1.3 CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
A. Certificate for Company				
<p>I,, chairperson of the board of directors of</p> <p>....., hereby confirm that by resolution of the board (copy attached) taken on 20..., Mr/Ms acting in the capacity of, was authorised to sign all documents in connection with this bid for and any contract resulting from it on behalf of the company.</p>				
As witnesses :				
1			Chairman :	
2			Date :	
B. Certificate for Partnership				
<p>We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Mrs, acting in the capacity ofto sign all documents in connection with this bid and any contract resulting from it on our behalf.</p>				
	NAME	ADDRESS	SIGNATURE	DATE
<p>NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole</p>				



C. Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no		Signature Name Designation.
Lead partner CIDB registration no		Signature Name Designation.
Lead partner CIDB registration no		Signature Name Designation.
Lead partner CIDB registration no		Signature Name Designation.
Lead partner		Signature



	CIDB registration no		Name	
			Designation.....	
	Lead partner CIDB registration no		Signature	
			Name	
	Designation.....			
We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise Mr/Mrs, authorised signatory of the company, close corporation, or partnership,, acting in the capacity of lead partner, to sign all documents in connection with this bid and any contract resulting from it on our behalf.				
This authorisation is evidenced by the attached power of Professional signed by legally authorised signatories of all the partners to the Joint Venture.				
NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.				
D. Certificate for Sole Proprietor				
I,hereby confirm that I am the sole owner of the business trading as				
As witnesses:				
1			Signature: Sole owner :	
2			Date :	
E. Certificate for Close Corporation				



	We, the undersigned, being the key members in the business trading as hereby authorise Mr/Mrs acting in the capacity of, to sign all documents in connection with this bid and any contract resulting from it on our behalf.			
	NAME	ADDRESS	SIGNATURE	DATE
	NOTE: This certificate is to be completed and signed by all of the members upon whom rests the direction of the affairs of the Close Corporation.			

T1.4 Record of Addenda to Tender Documents

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Bidder			

T1.5 Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section T3.1: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section T3.2: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the employer to verify the bidder's tax compliance status from the South African Revenue Services that it is in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

T.2 Returnable documents

T2.1 List of returnable documents

Returnable Schedules required for bid evaluation purposes

The Bidder must complete and /sign the following returnable schedules as relevant:

- Bidder's Information (SBD1)
- Certificate of Authority of Signatory
- Record of Addenda to Tender Documents
- Compulsory Enterprise Questionnaire
- Standard Bidding Document (SBD) 4
- Standard Bidding Document (SBD) 6
- Special Conditions of Contract (SCC)
- JBCC PBA ED 6.2 MAY 2018 contract data
- Compliance with Specification, mandatory documents and technical
- Evaluation 1: Schedule of work experience of tenderer
- Evaluation 2: Schedule of equipment installations and service history
- Evaluation 3: Confirmation of contractor registration / accreditation
- Evaluation 4: Details of qualifications and staff experience of staff
- Evaluation 5: Schedule of construction equipment
- Evaluation 6: Details of tenderer's workshop facilities
- Evaluation 7: Preliminary [detailed trade] program (for information purposes only)
- Evaluation 8: Proposed work plan
- Evaluation 9: Schedule of estimated monthly expenditure (for information purposes only)
- Evaluation 10: SHEQ plan and SHEQ competencies

Other documents required for tender evaluation purposes

- Bidders must provide a fully completed and signed Bid Document
- Central Supplier Database (CSD) summary report – Bidders must ensure that they have successfully registered on the CSD at the time of award their bid with a compliant tax status– this does not apply to international bidders
- Compulsory Briefing session attendance
- The Bidders must be in possession of a valid 8GB or above CIDB rating on the closing date (attach valid proof)
- Valid ISO 45001: 2018 and or ISO 9001:2015 and or ISO 14000 :2015 accreditation certificate (based on high-risk activities)
- Valid letter of good standing from Department of Labor (COIDA and or FEM insurance)
- Tenderers must be registered with the relevant Bargaining Council (BIBC). (attach valid proof)
- Bidders must sub-contract 15% of the project value to EME's and QSE's with 51% black ownership (Complete SBD 6.1 and attach company registration document(s), BEE/Sworn affidavit(s), CSD report(s) and subcontracting agreement(s).

Returnable Schedules that will be used for bid evaluation purposes and incorporated into the contract

- C1.2 Pricing Schedule/Bill of Quantities
- C1.3 Form of Offer and Acceptance
- C4 Agreements and Contract Data

PART T3: STANDARD BIDDING DOCUMENTS (SBD FORMS)

T3.1 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 interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of 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:

.....

.....

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

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

2.3.1 If so, furnish particulars:

.....
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 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.

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



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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T3.2 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

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:

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

1.2 The applicable preference point system for this tender is the **90/10** preference point system.

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

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

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

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a



legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for this tender and number of points are indicated as per the table below.

The specific goals allocated points in terms of this Tender	Proof of evidence	Maximum Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Bidders located in Western the cape province	Proof of address on a company name(Municipal statement or lease agreements	5	

BBBEE status level of contributor	BEE Certificate/Sworn affidavit	5	
Total Points (Specific Goals)		10	

B-BBEE status level contributor preference points will be allocated based on the table below:

B-BBEE Status Level of Contributor	Number of points
1	5
2	4.5
3	4
4	3.5
5	3
6	2.5
7	2
8	1
Non-compliant contributor	0

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement.

- (a) Respondents are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated.
- (b) Respondents are responsible for all due diligence on their subcontractors.
- (c) Respondent/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where Respondent intends to subcontract with their subsidiary this must be declared in their bid response.
- (d) The successful Respondent awarded the contract may only enter into a subcontracting arrangement with SANSA prior approval.
- (e) The contract will be concluded between the successful Tenderer and SANSA, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

The Respondent is to ensure that the following is completed to this form (Failure to complete subcontracting tables below, bidders will automatically be disqualified)

Name of subcontractor/s and Company Registration number:

	Subcontractor legal name	Company registration number	EME/QSE	51% black ownership; YES/NO	CSD Number
1					
2					
3					
4					
5					

Work to be subcontracted

	Work to be performed by subcontractor (Please specify)	Percentage of contract that will be subcontracted	Firm Experience (No. of years)	Current Clients (Provide signed reference letter for each client listed)
1				
2				
3				
4				
5				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

(TO BE ENCLOSED SEPARATELY ENVELOPE FROM THE BID DOCUMENT- THE ENVELOPE MUST BE CLEARLY MARKED: COMPANY NAME, BID NAME, NUMBER AND FINANCIAL OFFER)

C1.1 Pricing Instructions

1. The Bidder must price all items (Failure to do so bidders will be disqualified)
2. Rates are to include all costs with no unspecified cost to allow for a fair evaluation.
3. Payment will be made based on the deliverables (proven progress) for the services rendered.
4. Payment will only be made on the basis of invoices provided.
5. Offer to be valid for **120 working days** from the bid closing date.
6. Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting and initialing next to the amendment. No correction ink is permitted in the document.
7. All travel arrangements to be done by the service provider.
8. The price must be fixed for the duration of the contract

C1.2 PRICING SCHEDULE/BILL OF QUANTITIES

THE TENDERER MUST SUBMIT A FULLY PRICED MAIN CONTRACT BILL OF QUANTITIES (PART C1.2.1), INCLUSIVE OF ALL SPECIALIST BILLS OF QUANTITIES (PART C1.2.2 – PART C1.2.9), AS PART OF THE BID SUBMISSION. THE PRICING MUST BE ACCURATE AND STRUCTURED TO MINIMIZE ARITHMETICAL ERRORS.

Are you located in the Western cape province: YES or NO:

Are you Sub-contracting 15% of the project value to EME's and QSE's with

51% black ownership: YES or NO:

BEE Level:

C1.3 FORM OF OFFER AND ACCEPTANCE (TO BE ENCLOSED SEPARATELY FROM THE BID DOCUMENT)

Offer

SANSA, identified in the acceptance signature block, has solicited offers to enter into a contract for **the appointment of a contractor for the construction of Matjiesfontein space tracking facility**. The Bidder, identified in the offer signature block, has examined the documents listed in the bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

.....

.....Rand (in words);

R (in figures)

This offer may be accepted by SANSA by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the bid data, whereupon the Bidder becomes the party named as the service provider in the conditions of contract identified in the contract data.

For the Bidder

Name of Bidder (organisation)	
Signature	
Name	
Capacity	
Address of organisation	
Date	

Witness

Name	
Signature of witness	
Date	

Acceptance

By signing this part of this form of offer and acceptance, SANSA, identified below accepts the Bidder's offer. In consideration thereof, SANSA shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between SANSA and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Agreements and contract data, (which includes this agreement)
- Pricing data
- Scope of work
- Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.³

For SANSA

Name of the organisation	
Signature	
Name	
Capacity	
Address of organisation	
Date	

³ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Witness

Name	
Signature of witness	
Date	

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

TERMS OF REFERENCE

Bid Number	SO/084/04/2025
Date Issued	04 April 2025
Project Name	Appointment of a contractor for the construction of Matjiesfontein space tracking facility
Compulsory Briefing	25 April 2025 at 10:00 at Matjiesfontein site
Closing Date	16 May 2025
Closing Time	11:00

The SANSA's details and address for delivery of bid offers and identification details that are to be shown on each bid.

SANSA
Space Operations office
Farm 502 JQ
Hartebeesthoek
West Rand District,
Gauteng, South Africa

Location of bid box: SANSA Hartebeesthoek Offices at the reception

Email: spaceops-scm@sansa.org.za

Note: A two (2) envelope system should be used. Please enclose the bid documents and supporting documents in a sealed envelope clearly marked with the bid number and the project name. The financial offer (Pricing Schedule and Form of offer and Acceptance) must be put in a separate envelope clearly marked with the bid number and "Financial Offer". Bidders must submit five (5) Copies of the bid document and a soft copy (e.g. USB).

SANSA Space Operations Hartebeesthoek site is a National Security Key Point, therefore there may be a need for the preferred bidder to be subjected to a security screening process.

SANSA Space Operations Hartebeesthoek site is only accessible during office hours from Monday to Friday excluding public holidays 08h00-17h00 All personnel must be in possession of a valid RSA identification or valid passport and working permit to be able to have access to the premises.

PART C2: SCOPE OF WORK

1. INTRODUCTION

The South African National Space Agency (SANSa) is a PFMA Schedule 3(A) public entity which has been established in terms of South African National Space Agency Act, 2008 (Act No 36 of 2008). The South African National Space Agency (SANSa) has a mandate to co-ordinate and integrate national space science and technology programmed and conduct long-term planning and implementation of space-related activities in South Africa, for the benefit of the citizens of South Africa. More information about the organization can be found at <http://www.sansa.org.za>

SANSa is inviting responses to this Request for Proposal (RFP), reference number SO/084/03/2025, for the appointment of a contractor for the construction of Matjiesfontein space tracking facility.

2. BACKGROUND

SANSa will be building a new ground station facility in Matjiesfontein that will host a number of local and international antenna systems including one of NASA's Lunar Explorations Ground Sites (LEGS). SANSa entered into an agreement with the Matjiesfontein Trust and was given authorization by the Department of Agriculture to enable SANSa to utilize the identified land to develop the ground station in Matjiesfontein. The Matjiesfontein site is a greenfield site.

Figure 1 shows the site position on the map relative to Matjiesfontein and Figure 2 shows the conceptual site layout.

3. SCOPE OF WORK

The work for the new ground station to be developed at Matjiesfontein will consist of: (1) the construction of three (3) new buildings (including a Main Operations Building, a Generator House, and an Entrance Gate and Guard House); (2) the installation of new site 11kv electrical and fiber reticulation interconnecting the various buildings and antenna sites; and (3) new civils infrastructure packages including a new gravel road network and water, sewer, and stormwater reticulation.

3.1 Health & Safety

The appointed Contractor will be responsible for ensuring that all relevant statutory and regulatory requirements are satisfied and complied with for the duration of the project. The contractor will be required to sign a Health and Safety agreement with SANSa.

3.2 Environmental Management Plan

The Contractor shall fulfil all the requirements prescribed by National Environmental Management Act 108 of 1998 and its applicable specific environmental management Acts (SEMA's) for the duration of the project as well as National, Regional & local bylaws governing the jurisdiction of the project

3.3 SHE File Specification

Prior to the commencement of the contract, the appointed contractor shall be required to compile and submit a SHE (Safety, Health and Environmental) file in line with the client SHE contractor specification as well as the environmental management programme.

3.4 Quality Assurance (QA)

The Contractor bears the sole responsibility for producing work that aligns with the Specifications and meets the client satisfaction. Therefore, it is the Contractor's duty to establish an appropriate Quality Assurance (QA) system on-site. The client will periodically review the Contractor's QA system to confirm the implementation of adequate independent checks and tests. This ensures that the Contractor's internal control is effective in identifying potential quality issues that might lead to delays or failures.

4. SITE INFORMATION AND DRAWINGS (IF APPLICABLE)

Figure 1 shows the position on the map relative to Matjiesfontein. The Matjiesfontein site is a greenfield site.



Figure 1: Site position on map

The site plan illustrates the layout of the proposed LECS Antenna Facility. Key features include:

- Proposed Emergency Exit Road:** Located on the left side of the site.
- ENERGY CENTRE:** A purple rectangular building.
- Solar Array:** A green rectangular area.
- Future Ring Road:** A dashed line indicating a future road.
- C. Workshops and Office space Building:** A green rectangular building.
- LECS Antenna:** A blue circular antenna located near the Emergency Exit Road.
- LECS Corner Antenna:** A blue circular antenna located near the Workshops and Office space Building.
- LECS Antenna:** A blue circular antenna located near the Main Operations Building.
- A. Main Operations Building:** A large yellow circular building.
- Service Road:** A road connecting the Main Operations Building to the Entrance Gate.
- Scenic Road to main operations building:** A road connecting the Main Operations Building to the Entrance Gate.
- B. Entrance Gate, Guardhouse & Logistics Building:** A green rectangular building.
- Access Gate:** A gate located near the Entrance Gate.
- MAIN SITE ACCESS:** A road located on the right side of the site.

Additional labels and notes include:

- LEGs Antenna sightlines to be clear of obstructions:** A note indicating that the sightlines for the LECS Antennas should be clear of obstructions.
- Noting and gate by others (check to support direct connection):** A note indicating that the gate should be clear of obstructions to support direct connection.
- Noting and gate by others (check to support direct connection):** A note indicating that the gate should be clear of obstructions to support direct connection.
- Noting and gate by others (check to support direct connection):** A note indicating that the gate should be clear of obstructions to support direct connection.
- Noting and gate by others (check to support direct connection):** A note indicating that the gate should be clear of obstructions to support direct connection.

5. ENTERPRISE DEVELOPMENT REQUIREMENTS

5.1 Enterprise Development Obligation

- Commit to supporting and developing a qualifying enterprise that meets the criteria of being at least 51% black-owned and classified as either an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- Enter into an Enterprise Development Agreement with SANSA and the identified beneficiary enterprise.
- Select an eligible enterprise from a SANSA-approved database of suppliers in the Matjiesfontein area.
- Choose an appropriate Enterprise Development initiative from a list of SANSA-approved programs.

- The successful bidder shall submit quarterly progress reports to SANSA, detailing support provided and measurable outcomes.
- The development progress of the beneficiary enterprise shall be subject to quarterly reviews by SANSA.
- All contributions to Enterprise Development must be properly recorded and included in project invoices for verification.
- The initiative shall be subject to verification under the B-BBEE Verification process to ensure compliance with transformation objectives.

5.3 Eligible Enterprise Development Activities

The successful bidder may undertake any of the following activities, depending on feasibility and alignment with the beneficiary enterprise's needs:

- Financial and Non-Financial Support: Grants, loans, preferential payment terms, or subsidized services.
- Business Development Support: Mentorship, advisory services, business incubation, or strategic partnerships.
- Infrastructure and Operational Support: Provision of equipment, office space, or logistical assistance.
- Skills Development and Training: Capacity building, technical skills transfer, management training, or workforce upskilling.

SANSA reserves the right to monitor and assess the impact of the Enterprise Development initiative throughout the contract period. SANSA will do the final approval of the beneficiary and the ED activity. Non-compliance with this requirement may result in penalties or contractual remedies as deemed necessary by SANSA.

PART C3: EVALUATION CRITERIA

SANSA promotes the concept of "best value" in the award of contracts, as opposed to merely looking for the cheapest price, which does not necessarily provide the best value. Best value incorporates the expertise, experience and technical proposal of the organisation and individuals who will be providing the service and the organisational capacity supporting the project team.

SANSA is committed to achieving the government's transformation objectives in terms of the Preferential Procurement Policy Framework Act.

The value of this bid is estimated exceed R50 000 000.00 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

The procedure for the evaluation of responsive tenders is Price, functionality (quality) and Preference method. The evaluation of the bids will be conducted in the following two stages:

- Firstly, the assessment of quality will be done in terms of the evaluation criteria (Table 1) and the minimum threshold of **85** points explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.
- Thereafter, only the qualifying bids are evaluated in terms of the 90/10 preference points systems, where the 80 points will be used for price only and the 10 points will be awarded to a bidder for attaining the specific goals in accordance with the Table below.

Preference

Specific goals for this tender and number of points are indicated as per the table 1 below. Proof of the specific goals below must be attached and submitted with the bid document in order to qualify for the preference points (specific goals).

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	Proof of evidence	Maximum Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Bidders located in the Western cape province	Proof of address on a company name (Municipal statement or lease agreements)	5	
BBBEE status level of contributor	BEE Certificate/Sworn affidavit	5	
Total Points (Specific Goals)		10	

B-BBEE status level contributor preference points will be allocated based on the table below:

B-BBEE Status Level of Contributor	Number of points
1	5
2	4.5
3	4
4	3.5
5	3
6	2.5
7	2
8	1
Non-compliant contributor	0

Functionality/Quality:

Quality:

Scores will be tabulated to 100 points. Respondents must score **85 points** and over to be assessed on their financial offer and preference score. The allocation of points for the evaluation of quality is set out in Table 2 below:

1. Table 1: Functional Evaluation

Criteria	Maximum Points
EVALUATION 1: SCHEDULE OF WORK EXPERIENCE OF TENDERER	20
EVALUATION 2: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY	5
EVALUATION 3: CONFIRMATION OF CONTRACTOR REGISTRATION/ ACCREDITATION	5
EVALUATION 4: DETAILS OF QUALIFICATIONS AND STAFF EXPERIENCE OF STAFF	20
EVALUATION 5: SCHEDULE OF CONSTRUCTION EQUIPMENT	5
EVALUATION 6: DETAILS OF TENDERER'S WORKSHOP FACILITIES	5
EVALUATION 7: PRELIMINARY [DETAILED TRADE] PROGRAM (FOR INFORMATION PURPOSES ONLY)	10
EVALUATION 8: PROPOSED WORK PLAN	15
EVALUATION 9: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE (FOR INFORMATION PURPOSES ONLY)	5
EVALUATION 10: SHEQ PLAN & SHEQ COMPETENCIES	10
TOTAL EVALUATION POINTS FOR QUALITY	100

EVALUATION 1: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him/her and those currently being undertaken. The completed three (3) references must be accompanied by relevant proof (e.g. reference letters and completion certificates). SANSA reserves the right to visit the sites.

Similar Projects refers to;

- Similar size and complexity
 - Tenderers must be building contractors with proven experience in executing civil and electrical infrastructure projects of similar size, scope, and complexity.
- Greenfields
- Remoteness (The project is situated in a remote area near the N1 at Matjiesfontein, approximately 200 km from the Cape Town Metropole)

The reference will be evaluated as follows;

All references satisfy 1 of the above	5 points
All references satisfy 2 of the above	10 points
All references satisfy 3 of the above	20 points

EMPLOYER (NAME, TEL No. AND EMAIL)	PRINCIPAL AGENT (NAME, TEL No. AND EMAIL)	NATURE OF WORK	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

--	--	--	--	--

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

EVALUATION 2: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY

The tenderer shall insert in the spaces provided below a list of similar completed contracts and those currently being undertaken where the equipment offered has been supplied by the contractor. Attach additional pages if more space is required.

Mechanical equipment such as:

- CRAC Units and similar air-conditioning equipment

Firefighting equipment such as:

- Sectional Steel Tank & Electric Fire Pump

Plumbing equipment such as:

- Domestic Booster pump sets and tanks
- Conservancy Tanks

Electrical Infrastructure equipment such as:

- Bulk Reticulation (Minisub and Cabling)
- Standby Generators
- Earthing & Lighting protection

Electronic equipment such as:

- Optic Fibre Ring

This criterion will be evaluated as follows;

Less than 50% or nothing	0 points
50% of them	3 points
All of them	5 points



EMPLOYER (NAME, TEL No. AND EMAIL	CONSULTING ENGINEER (NAME, TEL No. AND EMAIL.)	NATURE OF WORK	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

EVALUATION 3: CONFIRMATION OF THE BIDDING CONTRACTOR REGISTRATION / ACCREDITATION

ISO 9001:2015

Where a QA system has been approved in terms of ISO 9001, state registration certificate number and standard. (Provide valid accreditation certificate for the bidder)

Certificate No:

.....

ISO 14001:2015

Where an Environmental Management System has been approved in terms of ISO 14001:2015, state registration certificate number and standard. (Provide valid accreditation certificate for the bidder)

Certificate No:

.....

ISO 45001:2018

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of ISO 45001:2018, state registration certificate number and standard. (Provide valid accreditation certificate for the bidder)

Certificate No:

.....

NRS 040-3:2002

Where a person has been authorized, in writing, to be responsible for ensuring that the work on or near medium and high voltage equipment and installations can be carried out with safety.

	Name of Responsible Person	Certificate Number	Certificate Date	Copy of Valid Certificate
1				
2				
3				
4				

Attach all certificates with submission.

This criterion will be evaluated as follows;

Less than 50% or nothing	0 Points
50% of them	3 Points
All of them	5 Points

EVALUATION 4: DETAILS OF QUALIFICATIONS AND STAFF EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted. Failure to fully complete the schedule will result in the tenderer being declared non-responsive.

Key Staff

Key staff are to be included as Eligibility Criteria. The contractor shall maintain the involvement of and be represented by the following key personnel as the exigencies of the project require:

The Definition of 'large scale/complex' building projects is as per the interpretation of Category A: high complexity as defined in the SACAP Identification of Work Policy (IDOW) 2015, and applies to the following building types:

Multi-storey/underground car parks, Purpose-built shops, Office developments, Garages/showrooms, Department stores, Shopping centres, Food processing units, Breweries, Telecommunications/computer buildings, High-risk research / production, Research / development labs, Radio / TV / recording studios, Community centres, Branch libraries, Fire stations/ Ambulance, Bus stations, Railway stations, Airports, Police stations, Prisons, Postal buildings, Broadcasting, Civic centres, Religious and crematoria, Specialist libraries, Museums and art galleries, Courts of session, Theatres, Opera houses, Concert halls, High courts, Secondary school, University complexes, University laboratories, Assembly/machine workshops, Clinics, Health centres, General hospitals, Nursing homes, Surgeries (Doctors consulting rooms), Teaching hospitals, Hospitals, Laboratories, Sports halls, Leisure, complexes, Specialised complexes, Dormitory/hostels, State- Aided Housing, Student housing, Private Apartment blocks, Hotels, Housing for the frail and elderly

The curriculum vitae of the above key staff must be submitted. Only the personnel listed under this schedule will be evaluated for responsiveness. No alternative curriculum vitae will be considered. Should it become necessary to replace any of the key staff listed during the contract, they may only be replaced by individuals with equal or better qualifications and experience, who satisfy the minimum requirements and only with the approval of the Employer.

Verifiable experience in the position of Contract Manager of no less than three large scale / highly complex building construction projects, for the entire duration of each project with at least one project of which must have been of a value more than R150 million (including VAT).

[illegible]

42

Verifiable experience in the position of Construction Manager/ Site Agent of no less than three large scale / highly complex building construction projects, for the entire duration of each project with at least one project of which must have been of a value in excess of R150 million (including VAT).

[illegible]

The curriculum vitae of the above key staff must be submitted.

Verifiable experience in the position of Site Manager/ Foreman of no less than three large scale / highly complex construction projects, for the entire duration of each project with at least one project of which must have been of a value in excess of R100 million (including VAT).

[illegible]

Verifiable experience in the position of Quantity Surveyor of no less than three large scale / highly complex construction projects, for the entire duration of each project with at least one project of which must have been of a value in excess of R100 million (including VAT).

[illegible]

This criterion will be evaluated as follows:

Contract Manager	10 Points
Construction/site agent	4 points
Site manager/foreman	3 points
Quantity survey	3 points
Not submitted	0 points

EVALUATION 5: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

This criterion will be evaluated as follows

Unable to demonstrate the availability of construction equipment.	0 Points
Sufficiently demonstrate the availability of construction equipment.	5 points

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

EVALUATION 6: DETAILS OF TENDERER'S WORKSHOP FACILITIES

The tenderer shall state below what technical support centres and repair facilities for the tenderer and/or manufacturer will be available for this Contract and for post contract support.

Technical Support Centre:

.....

.....

.....

.....

Repair facilities:

.....

.....

.....

.....

Address

.....

.....

.....

.....

.....

Number of Artisans Normally
Employed by Firm

.....

.....

Number of Technically Qualified
Persons Employed

.....

Spares held in stock:

.....

.....

.....

.....

.....

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

This criterion will be evaluated as follows;

Unable to demonstrate the availability of technical support centers and repair facilities.	0 Points
Sufficiently demonstrate the availability of technical support centers and repair facilities.	5 points

EVALUATION 7: PRELIMINARY [DETAILED TRADE] PROGRAM (FOR EVALUATION PURPOSES)

The tenderer shall attach a preliminary program, to this schedule.

This program shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity/trade form reflecting the proposed sequence and tempo of the various activities/trades and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The program shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also consider the additional requirements stated in the Project Specifications when drawing up the program.

This criterion will be evaluated as follows;

No program submitted	0 Points
Program that demonstrate key milestone	5 points
Detailed resourced programme broken down into construction activities	10 points

Details of the preliminary program shall be appended to this Schedule.

EVALUATION 8: PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a program may form part of the required work plan, more than a program is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends to follow to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work and has good insight as to what actions or activities are required to comply with the Employer's objectives.

This criterion will be evaluated as follows;

<ul style="list-style-type: none"> No work plan submitted, or plan lacks detail. 	<ul style="list-style-type: none"> Poor (0 Points)
<ul style="list-style-type: none"> Work plan includes a program but with limited detail on methodology and approach. Shows a basic understanding of the Scope of Work but lacks clarity on execution. Limited insight into key activities required to meet the Employer's objectives. 	<ul style="list-style-type: none"> Acceptable (5 Points)
<ul style="list-style-type: none"> Comprehensive work plan including a well-structured program. Clearly outlines the approach and methodology for achieving project outcomes. Demonstrates a good understanding of the Scope of Work and required activities. Addresses potential challenges with some mitigation strategies. 	<ul style="list-style-type: none"> Good (10 Points)
<ul style="list-style-type: none"> Detailed and well-structured work plan with a clear and logical program. Thorough approach and methodology, demonstrating a deep understanding of the project requirements. Strong appreciation of the Scope of Work and Employer's objectives. Identifies risks, challenges, and mitigation strategies effectively, ensuring a well-thought-out execution plan. 	<ul style="list-style-type: none"> Excellent (15 Points)

Details of the Proposed Work Plan shall be appended to this Schedule.

EVALUATION 9: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE (FOR INFORMATION EVALUATION ONLY)

The tenderer shall state their estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary program and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
10.	R
11.	R
12.	R
13.	R
14.	R
15.	R
SUBTOTAL	
Contingency	
SUBTOTAL	
VAT	
GRAND TOTAL	

This criterion will be evaluated as follows;

Unable to demonstrate estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period	0 Points
Sufficiently demonstrate the estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of	5 points

EVALUATION 10: SHEQ PLAN AND SHE COMPETENCIES

10.1 Tenders to submit a project-based comprehensive SHEQ (Safety, Health, Environmental and Quality Management plan.

SHEQ Management Plan mandatory elements are:

- Project-based SHEQ Risk assessment
- SHEQ Method Statement
- SHEQ Policy
- SHEQ organogram detailing roles and responsibilities
- SHEQ Competency Certificates
- Emergency Procedures
- Incident Management
- Environmental Management

SHEQ Management Plan	Points
The tenders did not submit a SHEQ management Plan (Non-responsive)	0 Points
The tenders submitted a generic SHEQ management plan which addresses some but not <u>all</u> the mandatory objectives and requirements of the SHEQ management plan as prescribed above.	2.5 Points
The tenders submitted a comprehensive SHE management plan which addresses <u>all</u> (or more) the mandatory objectives and requirements of the SHEQ management plan as prescribed above.	5 points

10.2 SHEQ Competencies

Tenders shall submit the Competencies of their appointed full-time Health and Safety Officer & Environmental Officer for the duration of the contracted work, as per the below requirements.

Safety Officer	Points
Less than 5 years' Relevant Experience	0 Points
5 years or more of Relevant Experience	2.5 Points
Please Note (Following Conditions to be met before points are awarded) <ul style="list-style-type: none"> • Health and Safety Officer must be registered with the Regulatory Body – (SACPCMP) South African Council for the Project and Construction Management Professions as a CHSO (Valid Certificate to be submitted) & Hold a Diploma/Degree/Btech in Safety Management/Environmental Health (Formal Qualification Certificate to be submitted) • Have a minimum of five (5) years' experience as a construction Health & Safety Officer (CV detailing years' experience to be submitted). 	



Environmental Officer	Points
Less than 5 years' Relevant Experience	0 Points
5 years or more of Relevant Experience	2.5 Points
<p>Please Note (Following Conditions to be met before points are awarded)</p> <ul style="list-style-type: none">• Environmental Officer must be registered with the South African Council for Natural Scientific Professions (SACNASP)- (Valid Certificate to be submitted) & hold a Diploma/Degree, or B-Tech in Environmental Management/Environmental Science (Formal Qualification Certificate to be submitted).• Have a minimum of five (5) years' experience as an Environmental Officer (CV detailing years of experience to be submitted)	

SIGNED ON BEHALF OF TENDERER:

Signed

Date

.....

Name

Position

.....

Bidder

.....

PART C4: AGREEMENTS AND CONTRACT DATA

C4.1: CONTRACT DATA

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement (Edition 5.0), published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

Data provided by the Employer

Data
<p>The Employer is.</p> <p>Name: South African National Space Agency</p> <p>The address of the Employer is:</p> <p>Farm No 502 JQ SANSa Space Operations Telephone: 012 334 5000 e-mail: spaceops-scm@sansa.org.za</p> <p>VAT registration number: Exempt</p>
<p>The Principal Agent is:</p> <p>Name: SVA International (Pty) Ltd</p> <p>Address: 8th Floor, The Link, 19 D.F. Malan St, Cape Town City Centre, Cape Town, 8001 Telephone: +27 21 421 4276 e-mail: sva-ct@svarchitects.com</p>
<p>The site is Latitude 30 14' 36.86" S Longitude 20 32' 52.90" E</p>
<p>The bills of quantities have been drawn up in accordance with the measurement system stated in Part C.1: Pricing Data</p>
<p>The contract documents are listed in Form of Offer and Acceptance</p>
<p>The contract drawings upon which the accepted tender is based are listed in Part C.2: Scope of Work</p>
<p>The contract sum is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance</p>
<p>The governing law is the law of South Africa</p>
<p>The original signed set of contract documents is to be held by the employer.</p>

One copies of drawings, unpriced bills of quantities and contract documents are to be supplied to the contractor free of charge
Contract works insurance and supplementary insurances (ie. SASRIA) is to be effected by the contractor for the sum of not less than the contract sum +20 % with a deductible amount as per the contractors policy
Public liability insurance is to be effected by the contractor for the sum of R 10,000,000 with a deductible in an amount as per the contractors policy
Possession of the site is to be given <i>within 30 working days after the contractor receives one fully completed original copy of the Form of Offer and Acceptance, including the schedule of deviations (if any).</i>
The period for the commencement of the works after the contractor takes possession of the site is 5 working days
The following restrictions apply to the site : <i>Delete row if there are no restrictions or list the restrictions including servitudes and the like or areas that the contractor may not occupy</i>
The specific requirements for the occupation of existing premises are <i>Delete row if there are no requirements or state the employer's requirements. Alternatively state "established in Part 3: Scope of Work"</i>
The employer's specific requirements for trees and shrubs are <i>Delete row if there are no requirements or state requirements. Alternatively state "established in Part 3: Scope of Work")</i>
For the works as a whole : The date for practical completion is 01 December 2026 The penalty per calendar day is R35 000.00 Ex VAT
The interim payment certificate is to be issued by the <i>30th</i> day of the month
The dissatisfied party is to refer the dispute to arbitration
The arbitration rules as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa)" or "of the Arbitration Foundation of Southern Africa
The variations to the JBCC PBA ED 6.2 MAY 2018 are: Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties . CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.

C4.2: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. INTERPRETATIONS

The heading of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement, nor any clause hereof, unless a contrary intention clearly appears: -

Words importing: -

- 1.1.1 Any one gender include the other two genders;
- 1.1.2 The singular include the plural and vice versa; and
- 1.1.3 Natural persons include created entities (corporate or unincorporated) and the state and vice versa;

- 1.2. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely: -

- | | | |
|--------|----------------------------|--|
| 1.2.1. | "Agreement" | Means these Special Conditions of Contract and where indicated by the context, includes the JBCC PBA ED 6.2 MAY 2018 and Tender, including all annexures and schedules thereto; |
| 1.2.2. | "Award Date" | Means the date of award of the Tender; |
| 1.2.3. | "Commencement Date" | Means the Award Date; |
| 1.2.4. | "Confidential Information" | Refers to trade, commercial, financial and management secrets, as well as any other proprietary information howsoever such confidential information may be disclosed or made available to the Recipient including, without limiting the foregoing, whether direct or indirect, orally, visually or in electronic format or |

by reason of inspection of documentation or by reason of access to SANSA's premises;

1.2.5. "Contract Period"

Means the period commencing on the Commencement Date and up to final completion which shall be conclusive as to the sufficiency of the works and that the contractor's obligations have been fulfilled other than for latent defects.

1.2.6. "Contract Sum"

Refers to the total amount to be paid in terms of this Tender for the Services, calculated in accordance with and as detailed in the Pricing Schedule. This amount is a fully inclusive price, and includes *inter alia* all local and international taxes, VAT, import duties, tariffs, insurance, carriage and freight costs (where applicable);

1.2.7. "Intellectual Property"

Means all intellectual property rights related to the Assets or Businesses of either Party to this Agreement, as they are now or may in future exist or be conducted, including without limitation:

- (a) any and all rights, privileges and priorities arising under the laws or treaties of the Republic of South Africa, any territory or possession thereof, any other country or political subdivision or territory thereof, relating to intellectual property, including patents, copyrights, trade names, trademarks, service marks, mask works, trade secrets, inventions, databases, names and logos, trade dress technology, know-how, and other proprietary information and licenses from third persons granting the right to use any

of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement by any person relating to the foregoing;

- (b) all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items except to the extent that they may be more specifically addressed in this Agreement; and
- (c) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications,

quality records and reports and other books, records, studies, surveys, reports, plans and documents

1.2.8. "Key Personnel"

means the employees of each Party who have been appointed to act as the representatives of that Party, as detailed in Clause below;

1.2.9. "Law"

means the common law, Constitution of the Republic of South Africa 1996, any applicable statute, proclamation, regulation, rule, notice, judgment or order and any interpretation of any of them by any Court or applicable tribunal, AND any applicable guidance, direction, code of practice or other determination to which SANSA and/or the Tenderer is bound;

1.2.10. "Party" or "Parties"

Means collectively the parties to this Agreement being SANSA and the Tenderer;

1.2.11. "Personnel"

Of a Party includes employees, agents, consultants, subcontractors, and other representatives of the Party, or personnel determined by the Parties from time to time to render the Services agreed hereto;

1.2.12. "Premises"

means the SANSA premises where the Services are to be rendered by the Tenderer as indicated by the Tenderer in Part C3 above;

1.2.13. "Pricing Schedule"

Means the schedule detailing breakdown of the method of calculation of the rates and disbursements applicable for the Services for the Contract Period, to be completed by the Tenderer at Part C1.2 of the Pricing Data subject to the Pricing Instructions and as

1.2.14. "Responsible Authority"

provided for in Clause 0 below;

Means a Municipality, any ministry of the National Government of South Africa, any organ of state, any official in public administration or other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question;

1.2.15. "SANSa"

Means the South African National Space Agency, a juristic person established in terms of the South African National Space Agency Act 36 of 2008;

1.2.16. "Services"

Means the service as provided for in clause below and listed in Part C 2 above;

1.2.17. "Tender"

Means this Tender, Tender No. SO/084/03/2024 for the appointment of a contractor for the construction of Matjiesfontein space tracking facility

1.2.18. "Tenderer"

Means the person, natural or juristic, who has submitted an offer in response to this Tender whose details are specified on Bidder's Information, Part T1.2 above, and who is represented herein by the person authorized as the signatory in terms of the Certificate of Authority for Signatory;

1.2.19. "Tenderer's Bank Account"

Means the current bank account registered in the name of the Tenderer, the details of which are specified on the Bidder's Information, Part T1.2 above; and

1.2.20. "Tender Submission"

Means the Tenderer's tender submission in respect of the Tender.

1.3. Any reference in this Agreement to "date of signature hereof" shall be read as



meaning a reference to the date of the last signature of this Agreement;

- 1.4. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.5. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.6. When figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7. Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions; and
- 1.8. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meanings ascribed to it for all purposes in terms of this Agreement, notwithstanding that, that term has not been defined in this interpretation clause.

PRECEDENCE In the event of any conflicts:

- a. Between the Tender and the Tender Submission, the provisions of the Tender shall take preference and shall supersede the provisions of the Tender Submission;
- b. Between the JBCC PBA ED 6.2 May 2018 and/or the Tender Submission on the one hand, and this Agreement on the other hand, the provisions of this Agreement take preference and shall supersede the provisions of the JBCC PBA ED 6.2 MAY 2018 and/or the Tender Submission, as the case may be.

SERVICES

- a. The Tenderer agrees that upon appointment to perform the Services, it shall do so upon the terms and conditions set out below, as from the Commencement Date for the Contract Period, in exchange for the amounts as determined in accordance with the Pricing Schedule.
- b. For the purpose of this Agreement, the Services being the subject hereof shall be those specifically listed in this Clause and Part C 2 above that the Tenderer has undertaken to render:
- c. Strictly in accordance with and in a manner and to an extent not in conflict with any express obligation or standard provided for in this Agreement, or where there is no express obligation or standard imposed in terms of this Agreement, in a manner consistent with Good Industry Practice;

- d. At its (the Tenderer's) own cost;
- e. In accordance with the designated areas in the Premises as determined, where relevant, by SANSA's Key Personnel in writing from time to time;
- f. In a manner that is not likely to be injurious to health or to cause damage to property; and
- g. In compliance with all Law, and shall be obliged to apply for and maintain, throughout the currency of this Agreement, such permits, consents, trading licenses, authorities and work permits as may from time to time be prescribed or required by Law for the purpose of enabling the Tenderer to render the Services lawfully.
- h. The Tenderer shall not be relieved of any obligation, responsibility or liability under this Agreement by the appointment of a sub-contractor to carry out any of its obligations in terms of this Agreement, in which case the Tenderer shall remain liable to ensure that the sub-contractor complies with this Agreement.

PAYMENTS AND FEES

- a. It is recorded that the consideration payable to the Tenderer by SANSA for the Services shall be calculated in accordance with the Pricing Schedule.
- b. For the purposes of calculating and verifying the amount due and payable in terms of this Clause, the rendering of all Services are to be monitored by the SANSA's Key Personnel.
- c. The Tenderer shall deliver a VAT invoice of amounts due and payable by SANSA in terms of this Agreement, to SANSA's Key Personnel at its domicilium.
- d. SANSA shall be obliged to settle the amount due by direct deposit into the Tenderer's Bank Account within 30 (thirty) days of receipt of the invoice.
- e. The Tenderer shall not be entitled to receive payment of any other consideration other than as specified in terms of this Clause and the Pricing Schedule.
- f. No other amounts for fees or disbursements other than reflected here may be claimed by a Tenderer.
- g. The Tenderer shall not be permitted to deviate from the specified fees in its Tender submission for the duration of the appointment on the panel.

DURATION

This Agreement shall commence on the Commencement Date and shall remain in force for the Contract Period on the terms and conditions of this Agreement. The contract shall terminate immediately after the expiry date of the contract unless the contract has been extended by SANSA before the expiry of the contract. If no extension done before expiry date, both parties agree that the contract expiry date



as per the contract is the termination date.

CO-OPERATION

- a. Each party shall co-operate fully with the other party and supply any information and support required to fulfil its obligations in terms of this and related matters.
- b. The Parties shall be responsible for coordinating and engaging with each other, as appropriate and necessary, for the completion of the tasks designated pursuant to this Tender.
- c. The Parties shall provide timely access to data to accomplish activities under this Tender.
- d. The Parties agree that Services shall be rendered according to Good Industry Practice
- e. Each party shall co-operate fully with the other party and supply any information and support required to fulfil its obligations in terms of this and related matters.
- f. The Parties shall be responsible for coordinating and engaging with each other, as appropriate and necessary, for the completion of the tasks designated pursuant to this Tender.
- g. The Parties shall provide timely access to data to accomplish activities under this Tender.
- h. The Parties agree that Services shall be rendered according to Good Industry Practice.

EMPLOYEE REQUIREMENTS

- a. The Tenderer will employ Employees to render the Services in terms of this Tender. Such employees will include: -
 - I. A sufficient number of qualified, experienced and efficient managers; and
 - II. A sufficient number of appropriately qualified, properly trained and efficient employees
- b. The Tenderer shall ensure that the number, skills and/or efficiency of its Employees are sufficient in order to ensure that the Services rendered by the Tenderer are up to the standards prescribed in terms of this Tender.



- c. The Parties acknowledge that the Tenderer has included in its Tender Submission the details those Employees who shall be responsible for rendering the Services.
- d. The Tenderer shall be entitled to make changes to those Employees who shall render the Services, upon written notice to SANSA at least 1 (one) month prior to such change accompanied by the new employees' curriculum vitae and proof of appropriate qualifications, the replacement employee's skills, experiences and knowledge to be commensurate with the employee being replaced. Provided that SANSA shall be entitled, in its sole discretion, to object to such replacement in which even the Tenderer shall be obliged to provide details of alternative replacements.
- e. The Employees shall at all times be and remain the employees of The Tenderer. Notwithstanding the foregoing, SANSA shall not be deemed to have accepted responsibility for the Tenderer's Employees if SANSA gives them any orders and/or instructions at any time (which it shall be entitled to do), provided such orders or instructions are in accordance with the provisions and terms of this Tender. The Tenderer shall procure that its Employees shall obey any such instructions and/or orders that do not conflict with this Tender.
- f. The Tenderer undertakes to adhere to the terms of the Basic Conditions of Employment Act No. 75 of 1997 and the Labour Relations Act No 66 of 1995 insofar as it concerns its Employees.
- g. The Tenderer shall ensure that its Employees are able to communicate in at least one of the official languages spoken in the Gauteng Province, to the reasonable satisfaction of SANSA.
- h. The Tenderer and its Employees shall, at all times, comply with SANSA's policies and procedures as is required in the execution of the Tender.

CONFIDENTIALITY

- a. The Tenderer will keep confidential and will not disclose to any person: –
 - I. The details of this Agreement, the details of the negotiations leading to this Agreement, and the information handed over to it by SANSA during the course of negotiations, as well as the details of all the transactions or agreements contemplated in this Agreement; and
 - II. All information relating to the business or the operations and affairs of SANSA, (hereinafter referred to as "Confidential Information").
- b. The Tenderer further undertakes as follows:–
 - I. Not to, directly or indirectly, detract from, expand on, amend, decompile, reverse engineer, use, exploit, permit use of, or exploitation of, confidential information in any other manner whatsoever or for any purpose whatsoever other than with the explicit written consent of SANSA and in accordance with the provisions of this Agreement;
 - II. To treat any information, it is uncertain as to its nature as Confidential Information until
 - III. To take reasonable security measures, at least as great as the precautions



it takes to protect its own confidential or proprietary information, to keep the Confidential Information confidential.

- c. SANSA may, in its sole discretion, require the Tenderer's Employees to sign a Non-Disclosure/Confidential Statement/Form and follow all provisions, restrictions, procedures, and policies commensurate to the tasks to be performed.
- d. The Tenderer agrees to keep all Confidential Information and to disclose it only after obtaining prior written approval of SANSA's Key Personnel, and then only to its officers, directors, employees, consultants and professional advisors, who:
 - I. Have a need to know (and then only to the extent that each such person has a need to know).
 - II. Are aware that the Confidential Information should be kept confidential;
 - III. Are aware of the Tenderer's undertaking in relation to such information in terms of this Agreement; and
 - IV. Have been directed by the Tenderer to keep the confidential information confidential.
- e. The Tenderer's obligations in relation to the maintenance and non-disclosure of Confidential Information in terms of this Agreement does not extend to information that:
 - I. Is or becomes public knowledge, otherwise than pursuant to a breach of this Agreement by the Tenderer or third party who disclosed such Confidential Information, but only to the extent that the Confidential Information has become public knowledge;
 - II. Is required by the provisions of any law, statute or regulation or during any court proceedings, or by the rules or regulations of any recognised stock exchange to be disclosed and subject to the provisions of this Agreement, the Tenderer has taken all reasonable steps to oppose or, prevent the disclosure of and to limit, as far as reasonably possible, the extent of such disclosure and has consulted with SANSA prior to making such disclosure; and
 - III. Is disclosed to SANSA in terms of this Agreement but, at the time of such disclosure such information is known to be in lawful possession or control of that party and not subject to an obligation of confidentiality.

NO DISPARAGEMENT AND USE OF NAME.

- a. The Tenderer undertakes not to do anything that may disparage the good name of SANSA, and any such action or omission occasioned by the Tenderer



or its employees, acting in the course and scope of their employment, will be deemed a breach of this Agreement.

- b. The Tenderer shall not utilise the name "SANSA" in conjunction with the Tenderer's marketing, research, development or other business activities without the prior written consent of the SANSA, which SANSA, in its sole discretion, may grant or refuse.

DOMICILIUM AND NOTICES

- a. For all purposes of this Agreement including, but not by way of limitation, the giving of any notice, the making of any communication, or the serving of any process, the Parties respectively choose domicilium citandi et executandi ("domicilium") at the addresses set out hereunder.

SANSA

For attention: The Chief Executive Officer

At physical address: Building 10

CSIR Campus,

Meiring Naude Road

Brummeria, Pretoria

Telefax: 012 844 5000

E-mail: zmalgas@sansa.org.za

The Tenderer chooses as its *domicilium* the details set out in the Bidder's Information set out above.

- b. Each of the Parties, by written notice to the other party 2 (two) months prior to such change, shall be entitled from time to time to vary its domicilium to any other address within South Africa, provided that such address may not be a poste restante, or, in the Tenderer's case, a post office box.
- c. Any notice given and any communication or payment made by either Party to the other ("the addressee") which:–
- d. Is delivered by hand or faxed by facsimile transmission during the normal business hours of the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery or on the first business day after the date of facsimile transmission.
- e. Is posted by prepaid registered post from an address within South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the 7th (seventh) day after the date of posting.

- a. The ownership of any Intellectual Property owned by either Party prior to the commencement of the Tender shall be and remain vested with that Party.
- b. Any Intellectual Property emanating from the activities undertaken under this Tender shall be and remain vested with SANSA subject to the following conditions:
 - I. The Government of the Republic of South Africa shall under circumstances of national need or emergency have absolute and irrevocable rights to a license to use an Intellectual Property developed under this Agreement;
 - II. SANSA owns the copyright for the works, documents and other object capable of intellectual property rights developed and/or produced for the purposes of this Agreement (if any); and
 - III. The Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008) insofar as may be relevant to this Agreement, shall be applicable.

ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- a. No data message (as defined in the Electronic Communications and Transactions Act, 25 of 2002), including an e-mail, SMS, and recorded voice message, sent by one Party to the other, shall amend this Agreement, or the rights and duties of the parties in any manner, unless such data message is reduced to paper and signed by both parties or their duly authorized signatories.
- b. Data messages (as defined above) sent by one Party to the other shall be deemed to be received by such other Party only when it responds thereto, and for purposes of this clause an auto-response shall not be a response.
- c. Legal notices and/or disclaimers linked to, accessible from or attached to a data message (as defined above) sent by one Party to the Other shall be deemed part of this Agreement and shall override and replace any such notices or disclaimers linked to, accessible from or attached to any data message sent by the other Party in a return message.

RELATIONSHIP OF THE PARTIES

- a. Nothing in this Agreement shall be construed as creating the relationship of employee and employer between the Tenderer or any of its employees, and SANSA. Neither the Tenderer nor any of its employees shall at any time be or become an agent or representative of SANSA nor shall the Tenderer or any of its employees hold itself out as such nor shall the Tenderer or any of its employees be entitled to any of the benefits provided by SANSA to any of its officers and employees.
- b. This Agreement shall not give rise to any joint venture or partnerships between the Parties and neither Party shall hold itself out as a partner of the other.
- c. The Tenderer confirms that none of its directors, shareholders, employees or other related parties, are employed by SANSA or any other organ of state (as defined in the Constitution of the Republic of South Africa, Act 108 of 1996).

LIMITATION OF EMPLOYMENT

- a. Neither party shall appoint, employ or in any way whatsoever obtain the services of the other party's Personnel, unless specifically so agreed to by the other party in writing.
- b. This clause will remain in force until twelve (12) months after the termination of this

Agreement mutually, by expiration or by default.

NO DISPARAGEMENT AND USE OF NAME.

- a. The Tenderer undertakes not to do anything that may disparage the good name of SANSA, and any such action or omission occasioned by the Tenderer or its employees, acting in the course and scope of their employment with the Tenderer, will be deemed a breach of this Agreement.
- b. The Tenderer shall not utilise the name "South African Space Agency" or "SANSA" in conjunction with the Tenderer's marketing, research, development or other business activities without the prior written consent of the SANSA, which SANSA, in its sole discretion, may grant or refuse.

TAXES AND DUTIES

- a. The Tenderer shall be entirely responsible for payment of all taxes, stamp duties, license fees etc.
- b. No award shall be made to any Tenderer whose tax matters are not in order.

GENERAL PROVISIONS

- a. The Tender Document and Tender Submission contains the entire agreement between the Parties, and SANSA shall not be bound by any representations, warranties, undertakings, promises or the like (whether or not made by the Tenderer, its agents or servants) which are not recorded herein. No alteration, variation or cancellation by agreement of, addition or amendment to, or deletion from this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties. In the event of any conflicts between the Tender Documents (including this SCC) and the Tender Submission, the Tender Documents shall take preference and shall supersede the provisions of the Tender Submission.
- b. No indulgence, extension of time, relaxation or latitude shown, granted or allowed by SANSA to the Tenderer shall constitute a waiver by SANSA of any of its rights and SANSA shall not be prejudiced or estopped from exercising any of its rights against the Tenderer which may have arisen in the past or which may arise in the future.
- c. The Tenderer consents to the jurisdiction of the Magistrate Courts of South Africa in respect of any action or proceedings which may be brought against it by SANSA, or brought by it against SANSA; provided that SANSA shall be entitled to bring proceedings in any other Court if it so elects.
- d. All notices, consents, advice or other communication between the Parties to the other of them shall be in writing, and unless in writing shall be deemed not to have been given or made.
- e. If any term of this Tender Document should be held to be invalid, unenforceable or unlawful, then such term shall be severable from the balance of this Tender Document and be treated as pro non script without invalidating or affecting the enforceability of the remaining provisions, and the remaining terms of this Tender Document shall continue in full force and effect.
- f. All supporting documentation and submitted with the response will become SANSA's property unless otherwise stated by the Tenderer at the time of



submission.

- g. All information provided by the Tenderer is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported, which on receipt of such report by either party may result in the immediate termination of this agreement.
- h. All costs incurred in the preparation of a response or any activity pursuant thereto shall be for the account of the Tenderer. All supporting documentation and submitted with the response will become SANSA's property unless otherwise stated by the Tenderer at the time of submission.

Refer Part C1.1.3 for changes for changes made to the standard "JBCC Principal Building Agreement Edition 6.2 May 2018" as indicated in Bill No.1 Preliminaries

NOTES

Purpose:

The purpose of this document is to:

- Draw attention that the SANSA is regulated by the government procurement regulations;
- Draw special attention to certain general conditions applicable to government bids (quotations, bids, bids) and which form part of subsequent supply contracts and supply orders; and
- To ensure that clients are familiar with regard to the rights and obligations of all parties involved in doing business with the government (SANSA).

Singular / plural

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

Integral part

The JBCC PBA ED 6.2 MAY 2018 will form part of all bid documents and may not be amended.

Special conditions of contract

Special Conditions of Contract (SCC) relevant to a specific bid is compiled separately for every bid, if applicable and will supplement these JBCC PBA ED 6.2 May 2018. Whenever there is a conflict, the provisions in the SCC shall prevail.