



SARAO
South African Radio
Astronomy Observatory

Invitation to Bid

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

Bid Number: NRF/SARAO SNET/07/2025-26

**DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF A 100Gbps CORE SWITCHES INFRASTRUCTURE UPGRADE FOR
SARAO, INCLUDING LICENSING AND SUPPORT FOR A PERIOD OF
FIVE YEARS**

ATTENTION – FRAUD ALERT

The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following **toll-free number: 0800 701 701 or SMS 39772.**

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INVITATION TO BID (SBD 1)

Bid number:	NRF/SARAO SNET/07/2025-26
Bid Title:	DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A 100Gbps CORE SWITCHES UPGRADE INFRASTRUCTURE FOR SARAO, INCLUDING LICENSING AND SUPPORT FOR A PERIOD OF FIVE YEARS
Compulsory Briefing Session:	<p>Date: Monday, 23 June 2025 Time: 10.00AM</p> <p>Registration & Meeting Link: To register in advance for the briefing session, click on the following link: https://ska.zoom.us/meeting/register/Hm0XNJJRjOCOOaLtxC1Aw</p>
Closing Date and Time:	<p>Date: Friday, 11 July 2025 Time: 12.00PM</p>

SUMMARY OF BID REQUIREMENTS

Two envelope system:	Yes
Bid validity period from date of closure:	Ninety (90) days

SUPPLIER INFORMATION

Name of Bidder:			
Postal Address:			
Street Address:			
Telephone Number:			
Code		Number	
Cell Phone Number:			
Code		Number	
Facsimile Number:			
Code		Number	

E-Mail Address:

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VAT Registration Number:

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Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
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B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
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[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]

Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
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Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

BID SUBMISSION

- | | |
|----|--|
| 1. | Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration. |
| 2. | All bids must be submitted on the officially provided forms – (not to be re-typed) or in the manner prescribed in the bid document. |
| 3. | This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000. The General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder. |
| 4. | The successful bidder will be required to fill in and sign the contract signature form (SBD7.1) for this contract. |

TAX COMPLIANCE REQUIREMENTS

- | | |
|----|--|
| 1. | Bidders must ensure compliance with their tax obligations. |
|----|--|

2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.
BID ENQUIRIES	
Bid enquires may be directed to: tender-enquiries@sarao.ac.za	

PART A – THE TENDER

INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder. Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

BACKGROUND TO SARAO

The National Research Foundation (“NRF”) is a Schedule 3A entity established in terms of the Public Finance Management Act of 1999 (Act 1 of 1999 as amended by Act 29 of 2000), as well as section 2 of the National Research Foundation Act, Act 23 of 1998. The NRF supports and promotes research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programmes to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

The South African Radio Astronomy Observatory (SARAO¹), a facility of the National Research Foundation, is responsible for managing all radio astronomy initiatives and facilities in South Africa, including the MeerKAT Radio Telescope in the Karoo, and the Geodesy and VLBI activities at the HartRAO facility. SARAO also coordinates the African Very Long Baseline Interferometry Network (AVN) for the eight SKA partner countries in Africa, as well as South Africa’s contribution to the infrastructure and engineering planning for the Square Kilometre Array (SKA) Radio Telescope. To maximise the return on South Africa’s investment in radio astronomy, SARAO is managing programmes to create capacity in radio astronomy science and engineering research, and the technical capacity required to support site operations.

South Africa and its 8 African partner countries were jointly awarded the SKA project, together with Australia. The SKA will be Africa’s largest science project which will be a hub for both local and international collaboration. The SKA Organisation has been established with its headquarters at Jodrell Bank in Manchester, United Kingdom. The five key science projects that will be undertaken by the SKA include -

- Probing the Dark Ages
- Galaxy Evolution
- The Origin and Evolution of Cosmic Magnetism
- Strong Field Tests of Gravity using Pulsars and Black Holes
- The Cradle of Life.

¹ Reference to “SKA SA” in this document shall mean SARAO

The first phase of the SKA1-MID project includes the addition of 133 antennas to the 64-dish MeerKAT radio telescope. The second phase of the project and will include up to 2000 antennas distributed across South Africa and its eight African partner countries.

SARAO has offices based in Johannesburg and Cape Town, as well as the HartRAO facility at Hartebeesthoek and radio-quiet SKA host site in the Karoo, 90km from Carnarvon in the Northern Cape, which hosts the Square Kilometre Array mid-frequency telescopes, MeerKAT, and KAT-7 radio telescope installations, as well as a number of guest instruments, including the HERA telescope.

Additional information about SARAO can be found on www.ska.ac.za and the international SKA on www.skatelescope.org.za.

CONTEXT OF THE PROCUREMENT NEED

SARAO currently operates a 10 Gbps core switching infrastructure that supports its primary sites in Cape Town and the Northern Cape. These core switches have reached end-of-life and will no longer be supported by the original equipment manufacturer. To ensure business continuity, SARAO requires an upgrade to a 100 Gbps core switching solution for its operations. The purpose of this tender is to appoint a service provider (supplier) to design, supply, install, test and commission a new, upgraded 100 Gbps Layer 3 core switches solution, inclusive of all necessary training of staff as identified in the bid under section 1.4 below, licensing, and technical support for a period of five years post-implementation. The upgraded solution must provide a reliable support infrastructure for the identified six sites:

Table 1: Existing and Proposed Site Connectivity for 100 Gbps Network Rollout

Region	Site Name	Current Capacity	Status
Cape Town	Liesbeek House	10 Gbps	Existing Site
	Centre for High Performance Computing (CHPC)		New Site
Northern Cape	Carnarvon		New Site
	Klerfontein	10 Gbps	Existing Site
	Losberg	10 Gbps	Existing Site
Johannesburg	SARAO Office		New Site

Bidders must demonstrate this capacity through reference documents and example outputs. Currently the

HartRAO facility at Hartebeesthoek site is excluded from the project scope. This decision is based on the immediate need to support SARAO's Meerkat operations, which are prioritized under this upgrade. At present there are no confirmed plans to expand the network to additional sites, i.e., HartRAO, although future expansion may be considered depending on SARAO's strategic decision to include other operational sites, including other African countries, if required. Bidders should note any timing constraints, i.e., decommissioning of existing switches tied to SARAO's operational continuity plans and the urgency to deploy a supported and high-capacity core switching environment as soon as possible.

SERVICE SPECIFICATIONS

1.1 Project Location

Table 2: Project site locations

Location	Latitude (S)	Longitude (E)
Main Site 1: Liesbeek House, River Park, Liesbeek Parkway, Settlers Way, Mowbray	33° 55' 53.38"S	18° 28' 48.32"E
Site 2: CHPC (Centre for High Performance Computing) - Lower Hope Road, Rosebank, Cape Town	33° 57' 20.37"S	18° 28' 28.48"E
Site 3: Klerefontein Support Base (near Carnarvon, Northern Cape)	30° 58' 26.13"S	21° 59' 39.13"E
Site 4: Carnarvon POP (Point of Presence) Northern Cape	30° 58' 11.86"S	22° 08' 28.57"E
Main Site 5: Losberg Farm (Telescope Site) Northern Cape	30° 45' 10.98"S	21° 25' 52.13"E.
Site 6: 18A Gill Street, Observatory, Johannesburg	26° 10' 59.70"S	28° 04' 31.62"E

1.2 Scope of Work

This section outlines the technical requirements for the upgrade of SARAO's network infrastructure to support 100Gbps connectivity. Bidders are expected to address these requirements and propose solutions that meet the specifications.

1.2.1 Network Topology and Sites

SARAO's network consists of six sites: two in Cape Town (Liesbeek House and CHPC), one in JHB Observatory (Observatory), and three in the Karoo (Carnarvon, Klerefontein, and Losberg). The network currently utilises Cisco 6500 series routers with 10Gbps capabilities. The upgrade must accommodate 100Gbps links while maintaining connectivity for existing 10Gbps and 1Gbps connections.

The core switches will be set in an Active/Passive HA (High Availability) mode in two main sites, namely the SARAO Cape Town (Liesbeek House) and Losberg sites; CHPC is optional to have an Active/Passive HA; and the last 3 Non-HA (High Availability) smaller appliances in the remaining three sites (Johannesburg, Carnarvon, and Klerefontein). Should the active unit go down on the HA setup, the other will immediately become the active Core Switch. The units will control traffic to and from the internal network, other site offices, and the Internet. Our current ISP (Internet Service Provider) is the Tertiary Education Network (TENET) which provides 1Gbps, 10Gbps, and 100Gbps connections at various sites.

High-Level Topology

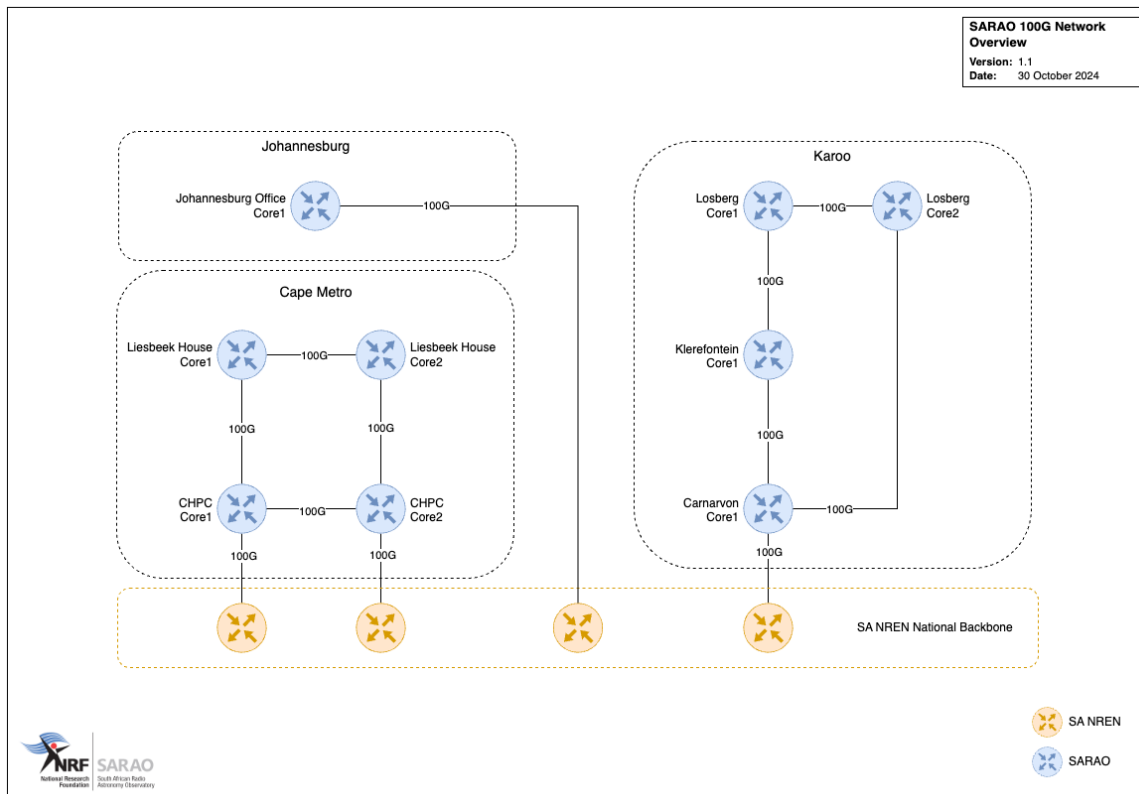


Figure 1: Proposed SARAO 100Gbps Network Overview

1.2.2 Minimum Bandwidth and Port Density Requirements

All Sites: Must support 1Gbps, 10Gbps, and 100Gbps connectivity. 1Gbps ports can be in a separate chassis if necessary.

(a) Cape Town and Losberg Sites (Medium Port Density): Active/Passive HA (High Availability):

- (i) Minimum of 8 x 100Gbps ports.
- (ii) Upgradeable to at least 16 x 100Gbps ports (Chassis and Controller card should not be replaced).
- (iii) Minimum of 12 x 10Gbps ports (using Breakout cables is acceptable).
- (iv) 24 x 1GB ports. If an expansion shelf is required to connect 1Gbps ports, the shelf should be manageable and configurable via the main chassis.

- (v) Minimum total fabric bandwidth of 1.6Tbps to allow for all 100Gbps ports to be used simultaneously at line rate (for the future requirement of 16 x 100Gbps ports).

(b) CHPC (Medium Port Density):

- (i) Minimum of 8 x 100Gbps ports.
- (ii) Upgradeable to at least 16 x 100Gbps ports (Chassis and Controller card should not be replaced).
- (iii) Minimum of 12 x 10Gbps ports (using Breakout cables is acceptable)
- (iv) 24 x 1GB ports. If an expansion shelf is required to connect 1Gbps ports, the shelf should be manageable and configurable via the main chassis.
- (v) Minimum total fabric bandwidth of 1.6Tbps to allow for all 100Gbps ports to be used simultaneously at line rate (for the future requirement of 16 x 100Gbps ports).

Active/Passive HA (High Availability) will be optional. The bidder must, however, include the price and a suggested solution separately to the above requirements.

(c) Klerefontein, Carnarvon, and Johannesburg Sites (Low Port Density):

- (i) Minimum of 4 x 100Gbps ports.
- (ii) Upgradeable to at least 8 x 100Gbps ports (Chassis and Controller card should not be replaced).
- (iii) Minimum of 6 x 10Gbps ports (using Breakout cables is acceptable).
- (iv) 24 x 1Gbps ports. If an expansion shelf is required to connect 1Gbps ports, the shelf should be manageable and configurable via the main chassis.
- (v) Minimum total fabric bandwidth of 1.6Tbps to allow for all 100Gbps ports to be used simultaneously at line rate (for the future requirement of 8 x 100Gbps ports).

1.2.3 Routing and Switching

- (a) Routing Protocols: Support for OSPF and MPLS-BGP with a minimum capacity of 2560 route entries.
- (b) MPLS: Support for L3VPN (currently 20 VPNs) and L2VPN functionalities.
- (c) VLANs: Support for at least 80 VLANs with 802.1q tagging.
- (d) High Availability: The proposed solution should be designed for full fault tolerance with dual devices at each location.
- (e) Routing Protocol Security: Implementation of authentication mechanisms (e.g., MD5, SHA) for routing protocols to prevent unauthorized access.
- (f) Access Control Lists (ACLs): Ability to configure ACLs to control traffic flow and enhance security at the routing and switching layers.
- (g) Throughput Requirements: Minimum throughput of 100Gbps for routing and switching devices to handle peak loads.
- (h) Scalability: Ability to support future growth, including additional routing protocols or increased VPNs

without significant hardware upgrades.

- (i) Traffic Prioritization: Implementation of QoS policies to ensure critical applications receive priority bandwidth.
- (j) Link Aggregation: Support for technologies such as EtherChannel or LACP to combine multiple links for redundancy and increased bandwidth.
- (k) Rapid Spanning Tree Protocol (RSTP): Ensure fast convergence in case of link failures.
- (l) Virtual Router Redundancy Protocol (VRRP): Provides automatic assignment of available IP routers to participating hosts, ensuring that if the primary router fails, a backup can take over.
- (m) Support for at least 4 million routes. Details must be provided on if and how to expand this limit.
- (n) Support for both IPv4 and IPv6
- (o) Support for the following routing functions:
 - (ii) MPLS
 - (iii) LDP RFC 7552 - supporting both IPv4 and IPv6 LDP + LSP for single and dual-stack
 - (iv) RSVP-TE
 - (v) IS-IS with multi-topology
 - (vi) OSPF and OSPFv3
 - (vii) BGP for IPv4 and IPv6
 - (viii) Traffic Engineering
 - (ix) Segment Routing - SRv4 (with OSPF/IS-IS support)
 - (x) Support for the L2VPN and L3VPN
 - (xi) Support for VPLS
 - (xii) Support for LACP
 - (vi) Optional: Support for VXLAN
 - (vii) If an expansion shelf is required to connect 1Gbps ports, the shelf should be manageable and configurable via the main chassis.

1.2.4 Future-Proofing

200G/400Gbps Readiness: While not an immediate requirement, the solution should demonstrate a clear upgrade path to support 200G/400Gbps connectivity in the future (within 5 years). This could involve modular chassis designs and/or software upgrade options.

1.2.5 Equipment Specifications

- (a) Modular Design: Solutions with modular chassis designs that allow for flexible configuration and upgrades are preferred. Alternatively, cost-effective fixed chassis options will be considered where feasible.
- (b) Port Density: Solution should offer a mix of 1Gbps, 10Gbps and 100Gbps ports to accommodate current

and future needs (i.e., 200Gbps/400Gbps). Options to terminate 1Gbps on separate devices will be considered.

- (c) Performance: Devices must provide the minimum 100Gbps throughput and packet forwarding rates to handle all interfaces at line rate.
- (d) Power Redundancy: All devices must have redundant power supplies to ensure high availability.
- (e) Redundant Controllers
- (f) Redundant Cooling Fans
- (g) Dual AC Power Supplies
- (h) 100Gbps ports must be of the QSFP form factor
- (i) All available ports must be active (i.e., do not propose a pay as you grow model.)
- (j) Equipment form factor must be at most 10 RU
- (k) Equipment should fit into a standard 1000mm deep four-post rack
- (l) Minimum of 24 x 1Gbps fibre and/or copper interfaces (using an expansion shelf is acceptable).
- (m) The platform should allow the use of third-party transceivers without licensing requirements, or if licensing is required, it should be included in the proposal.
- (n) SARAO's Klerefontein and Losberg sites are sensitive radio frequency environments; all hardware is to be minimum CISPR 11/22 class A compliant - and/or devices that meet the USA Federal Communications Commission (FCC) regulations or comply with MIL-STD-461 will also be suitable. Also, no wireless capabilities should be enabled or available on the switches. SARAO reserves the right to mandatory test any equipment to be installed at the Losberg and Klerefontein sites in SARAO's reverberation chamber to verify this requirement.
- (o) To ensure a comprehensive understanding of the proposed solutions, bidders must provide the following information.
 - (i) Hardware Portfolio and Roadmap: An overview of the vendor's current router and switch portfolio, including specifications, features, and future roadmap.
 - (ii) Software Features and Roadmap: An overview of the software features supported by the proposed hardware, with a focus on IGP and MPLS services. Include a software roadmap outlining future development plans.
 - (iii) End-of-Life (EOL) Policy: A description of the vendor's EOL policy for both hardware and software, including notification periods and support options.
 - (iv) Network Management Software: Information on available network management tools that can

simplify network operations for a small team. This may include features like centralized configuration management, performance monitoring, and fault troubleshooting.

- (v) Bandwidth Management: Ability to set limits and allocate bandwidth for different VLANs or VPNs.
- (vi) Security: The security features the solution provides to protect the network from threats.
- (vii) Network Monitoring: Support for SNMPv3 or similar protocols for monitoring device performance and network traffic.
- (viii) Management Interfaces: Requirements for web-based GUI, CLI, and APIs for configuration and management, allowing remote access and automation.

1.2.6 Design and Implementation

- (a) The winning bidder is required to develop the architectural and infrastructural design, and implement a solution incorporating the equipment specifications outlined in section 1.2.5, along with any further recommendations essential for the solution's complete functionality. Given the project's complexity, implementation must be carried out by personnel holding certifications in the proposed vendor's products.
- (b) Note, the as-built documentation of existing network infrastructure will be shared with the successful bidder ONLY. The successful bidder will be required to sign a non-disclosure agreement.
- (c) Upon award, the successful bidder must:
 - (i) Submit a project execution (management) plan for the design, supply, installation, testing and commissioning of a 100Gbps core switches upgrade infrastructure for SARAO including licensing and support for a period of five years.
 - (ii) The service should cover the redesign of current core network architecture and its integration with network and computing services, and the creation of network segments across all sites: Human Resources, Supply Chain Management and Finance, Wi-Fi (staff & guest access), BMS (Building Management Systems), and others, depending on the redesign.
 - (iii) Migrate legacy core switches configuration to new core switches. The successful bidder must work with SARAO's security and network teams to integrate the new core switches into the existing infrastructure at each site.
 - (iv) Complete implementation of routing on new core switches (dynamic, static, policy-based, or a combination of the mentioned).
 - (v) Ensure critical systems (Core routing, Virtual Environment, VPN, Wi-Fi, DMZ, Firewalls, Telescopes and collaborators Networks) are to be fully operational within the agreed time frame at the time of

contract negotiation. This includes the installation and configuration of all Core Switches at all sites.

- (vi) Provide Core switches specification sheets, operating instructions (main configuration points on each appliance and High Availability Configuration), Service and Support instructions, and as-built network and topology diagrams (physical and logical).

→ SARAO reserves the right to carry out inspections and / or test the configuration of the supplied system to check conformity to the original bid specification as stipulated in this bid document.

1.3 Support and Maintenance Requirements

SARAO requires the deployed equipment to be supported by the bidder for a period of five (5) years from the date of commissioning of infrastructure. The support requirements must include –

- (a) An agreed-upon service level agreement (SLA) with at least the following provisions -

Table 3: Sites for Support & Maintenance Requirements

Service Element	Cape Town & Johannesburg (City Centres)	Northern Cape (Karoo Sites)
Service Support Centre (SSC) to log support requests.	24/7	24/7
Mean-Time To Attend (MTTA) to the requests.	Within 2 hours	Within 2 hours
On-site Response Time	Within 4 hours	Within 24 hours
Mean-Time To Resolve (MTTR) the problem	High: 4 Hours, Medium: 8 Hours and Low: 36 Hours	High: 4 Hours, Medium: 8 Hours and Low: 36 Hours
Hardware Replacement Services	Next Business Day	Next Business Day

- (b) Access to a Technical Assistance Centre (TAC) for OEM Hardware/Software support.
- (c) System Software updates for all proposed hardware as well as updates for any other proposed software, for the period under support.

Definitions

High Priority : Core Infrastructure services or functions are offline

Medium Priority: Fault or outage causing a degradation of performance

Low Priority : No Business impact or individual request

1.4 Training

The appointed bidder must ensure that there is knowledge transfer to SARAO staff at each location, to understand and operate the proposed solution. SARAO will be required to update the configuration of the core switches continuously as our network needs change. The appointed bidder must provide training for SARAO staff on site after installing and commissioning the equipment, and course material or manuals must be provided in English.

The appointed bidder must provide the following training to six SARAO staff members -

- (a) Knowledge transfer of the deployed Solution Architecture and Design
- (b) Inhouse Vendor/Supplier training
- (c) Associate and Professional level Training (Optional, Bidder must provide the quote for both levels)
- (d) Associate and Professional level certification exams (re-writing of exams will not be at the supplier's cost)
- (e) Basic user level troubleshooting.

NB: Training of staff should be cost for two (2) days per site for 3 sites (Johannesburg, Cape Town and Losberg/Klerfontein).

The appointed bidder must ensure that training is imparted professionally by qualified and experienced personnel. The appointed bidder shall provide the details and qualifications of the trainer, indicating at least two (2) years of OEM Professional (Not Associate) certification and evidence that he or she has implemented similar OEM installations at least three (3) times in the last five (5) to ten (10) years.

If additional off-site/on-site or online system certification training is available, the duration and cost per person for this should be included in the bid as an optional extra. An overview of the required two (2) categories of training (mandatory in person training, and additional online system certification training, if available) must be submitted with the bid proposal, including a clear indication of the duration of each course.

1.5 Equipment Delivery

Required equipment must be delivered to Liesbeek House, River Park, Liesbeek Parkway, Settlers Way, Mowbray (for Cape Town Sites), Klerefontein Support Base (near Carnarvon, Northern Cape) (for Northern Cape sites) and 18A Gill Street, Observatory, Johannesburg (for Johannesburg office) within twelve (12) weeks of placing the order. Bidders will be penalised if their lead time exceeds what is expected.

1.6 Transceivers and Accessories

The following items (Table 3 below) must be included in the proposed solution. 3rd Party Transceivers/Optics that are compatible with the proposed equipment is acceptable. The price and a recommended solution to the following

requirements, in table 3 below, must be included by the bidder. However, SARAO will only choose to accept the proposal and/or alter the quantities based on design and cost (NB: existing transceivers may be repurposed).

Table 3: Transceivers and accessories

Item	Description	Quantity
QSFP-100G-LR4	100Gbps Long Range (up to 10km) Single Mode QSFP28 Transceivers	20
QSFP-SFP10G	Adaptor QSFP to SFP+ Adaptor for 10Gbps	25
SFP+-10GLR	10Gbps Long Range (up to 10km) Single Mode SFP+ Transceivers	30
SFP+-10GSR	10Gbps Short Range (up to 300m) Multi Mode SFP+ Transceivers	5
1000BASE-LH	1Gbps Long Range (up to 10km) Single Mode SFP Transceivers	45
1000BASE-SX	1Gbps short range (up to 550m) Multi Mode SFP Transceivers	5
1000BASE-T	1Gbps copper-based SFP	45

1.8 Warranty Period and Guarantee

The appointed bidder must provide maintenance and technical support as proposed in section 1.3, for at least five (5) years upon successful implementation. The bidder agrees to provide SARAO with at least five (5)-year warranty and hardware swap-out support on the physical hardware and firmware after the installation and commissioning date. This shall include any licensing required for firmware updates and threat intelligence updates for at least five (5) years from the contract commencement date.

BID SELECTION

STAGE 1 - SUBMISSION OF RETURNABLE DOCUMENTS AND FORMS

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

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

Document description	Weight (Mandatory/ Optional)	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Document Reference	SCM Verification (Yes/No)
SBD 1 Form (Invitation to Bid)	Mandatory	Has the bidder completed the SBD 1 form?	Yes / No	Page 3-5	
SBD 3.2 Form (Pricing Schedule) – submitted in a separate electronic folder	Mandatory	Has the bidder submitted its price offer for the services offered?	Yes / No	Page 43-45	
SBD 4 Form (Bidder's Disclosure)	Mandatory	Has the bidder completed the SBD 4 form? Has the bidder made any disclosure which would preclude it from responding to this bid?	Yes / No	Page 48-50	
SBD 6.1 Form (Preferential Points Claim Form)	Mandatory	Has the bidder completed the SBD 6.1 form?	Yes / No	Page 51-53	
BBBEE Certificate, or sworn affidavit confirming annual turnover and level of black ownership, in the case of EMEs and QSEs	Optional points for	Has the bidder submitted a valid B-BBEE certificate or sworn affidavit in order to claim B-BBEE points? Where no B-BBEE certificate or sworn affidavit has been submitted, 0 points will be allocated for preference	Yes / No	This page	
Printout of bidder's Central Supplier Database (CSD) registration report, or CSD Number	Mandatory	Is the bidder registered with CSD, or capable of registering prior to tender award?	Yes / No	This page	
Bidder's audited annual financial	Mandatory	Has the bidder submitted its audited	Yes / No	This page	

statements (AFS) for the preceding two (2) financial years. The Companies Act requires that AFS be completed within six months after the end of its financial year.		financial statements to enable SARAO to assess its financial position, and to determine if there are substantial risks with contracting with the bidder?			
SBD 1 Form (Bid signature)	Mandatory	Has the bidder confirmed, by signing this form, that its bid is validity submitted?	Yes / No	Page 55	

STAGE 2 – FUNCTIONALITY EVALUATION CRITERIA

NOTE: Bidders must carefully review the evaluation criteria and instructions below and ensure that they understand what information is required, including all documentation that is required to be submitted in this stage of evaluation. No second opportunity will be given to submit documentation not submitted, except in the case where there is no competition (i.e. one bid is received), and therefore no prejudice will accrue to any other bidder.

Bidders must satisfy the functionality thresholds set, failing which their bid will be held to be non-responsive and disqualified.

By providing detailed responses that address these requirements, bidders can ensure that SARAO has the information necessary to make an informed decision and select the best solution for its network upgrade.

No.	Evaluation Criteria	How will this be evaluated	Decision Weight
1.	Expertise and capacity	<p>Submit company profile.</p> <p>The company profile must clearly show the bidder's core activities, including core switch implementation. The profile must highlight the expertise of the supplier</p>	Mandatory
2.	Previous Experience and References	<p>Provide a list of three or more similar projects (Design and Implement Enterprise Network at a minimum of 3 sites) executed by the bidder in the preceding 1-4 years. The projects must demonstrate that the solution was implemented at at least three sites.</p> <p>Evidence of completion of the above mentioned projects must be submitted, in the form of - copies of completion certificates, <u>and/or</u> reference letters from the client(s) for the completed works (on the client's letterhead)</p> <p>The references must cumulatively be able to testify to the bidder's capability to -</p> <ul style="list-style-type: none"> ● Supply the proposed equipment to clients; ● Provide support and maintenance to clients. <p>The following details need to be available per reference:</p> <ul style="list-style-type: none"> ● Name of Company ● Name of an account manager that the bidder has dealt with ● Account manager's contact details (email or telephone number 	Mandatory

3.	Project Quality Plan	Submission of the project quality plan tailored to the service specifications of this tender	Mandatory
4.	Certified Networks Industry Professional and Associate Accredited certifications	<p>The Certified Network Industry Professional and Associate or Expert must have a minimum of 5 years' design and implementation experience in Enterprise Networks Core Technologies.</p> <p>Bidder must declare that evidence of the qualifications is available on request and be able to provide proof of the relevant certifications and experience within seven business days if requested:</p> <p>(i) Network Associate (Associate level valid certification or Higher, i.e. Professional) - at least 1 engineer</p> <p>(ii) Network Professional (Professional level valid certification or Higher, i.e. Expert) - at least 1 engineer</p> <p>(iii) Associate and Professional CVs, must show 5 years' experience in design and implementation of Enterprise Networks (Design and Implement Enterprise Network at minimum 3 sites).</p>	Mandatory
5.	Authorized partner	Declaration from the bidder, that they have authorisation to supply, install, and support hardware and software from the original equipment manufacturer (OEM). Be able to supply evidence in the form of an authorised letter or accredited certification, if requested.	Mandatory
6.	Project planning and management ability	Submit a Project works programme, specific to this project, describing key tasks with activities and timelines.	Mandatory
7.	Technical Requirements Compliance Matrix (Refer to ANNEXURE 1)	<p>Bidders must complete the Technical Compliance Matrix attached to this Bid Document as ANNEXURE 1 , Provide references to other documents (e.g. Datasheets, Technical and Design Documents, et cetera) included in the bid where a complete response is provided.</p> <p>-Bidders must complete the Technical Compliance Matrix in accordance with the instructions provided.</p> <p>-The Technical Compliance Matrix is a mandatory submission document.</p> <p>- Bidders will be eliminated from further evaluation if they score less than 29 points out of a possible 35 points, and if they score 0 for any Critical Technical requirements.</p>	Mandatory

STAGE 3 – PRICE AND PREFERENCE POINTS SCORING

Bids which meet the minimum requirements in Stage 2, will be ranked on price and preference in the following manner -

- (i) Price - the lowest priced shall score the highest score as detailed in the Preferential Procurement Regulations 2022;
- (ii) Preference – specific goals as claimed in the preference claim form (SBD 6.1) are added to the price scores. Bidders' BBBEE level as evidenced by their BBBEE certificates/sworn affidavits, will represent 'specific goals'.

CRITERIA	POINTS
PRICE	80
PREFERENCE (SPECIFIC GOALS)	20
TOTAL POINTS FOR PRICE AND PREFERENCE MUST NOT EXCEED	100

PART A.1 – BID PREPARATION

BIDDING INSTRUCTIONS	
1.	<u>Late Bids</u>
1.1	Bids received after the closing time and/or date will not be considered.
2.	<u>Authority of Bid Signatory</u>
2.1	The bid must be signed by a person duly authorised to do so.
3.	<u>Clarification of the Bid Document</u>
3.1	Clarification of any aspect of this bid document may be directed to the SARAO representatives listed on the cover page of this bid document.
3.2	Responses to bid clarifications will be provided in writing, and where relevant to other prospective bidders, will be shared with all such bidders, provided they are identifiable, i.e. bidders who have attended a tender briefing session.
3.3	The last date for the submission clarification questions shall be three (3) working days from the closing date of the tender.
4.	<u>Bid Preparation Costs</u>
4.1	Bidders will be responsible for all costs associated with the preparation and submission of their bids.
5.	<u>Tender Briefing Sessions and Site Visits</u>
5.1	Where applicable, the arrangements for a compulsory / non-compulsory tender briefing session and / or site visit are as stated on the Invitation to Bid.
5.2	Bidders should be represented by a person or persons who are suitably qualified and experienced to comprehend the aspects of the work involved.
5.3	Where the briefing session or site visit is compulsory, bidders not represented at such briefing session or site visit will be precluded from submitting a bid, and a bid submitted by such bidder will be disqualified.
6.	<u>Counter Proposals</u>
6.1	No counter proposals will be accepted.
7.	<u>Alterations to the Bid Document</u>
7.1	Bidders may not make any alterations or additions to the content of this tender document, except to comply with instructions issued by SARAO. Any alterations made to the content of the tender document other than those mandated by SARAO, will invalidate a bid submission.
8.	<u>Submitting a Tender Offer</u>
8.1	Bidders may submit one tender offer only, either as a single tendering entity or as a member of a joint venture or consortium, unless otherwise stated in this tender document.
8.2	Bidders must return all returnable documents and schedules (refer to Bid Selection – Stage 1), after completing them in their entirety, preferably electronically, or by writing legibly in non-erasable ink.
8.3	Each party to a joint venture or consortium must complete and submit the SBD returnable forms included in this tender document, and submit each returnable document required.
8.4	The tender document must be submitted in its entirety.

9.	<u>Alternative Tender Offers</u>
9.1	Unless otherwise stated in this tender document, alternative tender offers may only be submitted if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted, as well as a schedule that compares the requirements of the tender document with the alternative requirements proposed.
9.2	An alternative tender offer must be based only on the criteria stated in this tender document, or criteria otherwise acceptable to SARAO.
9.3	An alternative tender offer will only be considered if the main tender offer is the winning tender.
9.4	For the purposes of this Tender, no alternative bid offers will be accepted.
10.	<u>Clarification of Bid Submissions</u>
10.1	During the bid evaluation or adjudication stages, SARAO may, in writing, require bidders to clarify any aspect of their bid submission. This may include providing a breakdown of rates or prices.
10.2	No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or permitted.
10.3	A bid will be considered non-responsive where a bidder fails to respond, within such time frame granted by SARAO, to any written request for clarification, and such failure renders it impossible to clarify any ambiguities in the bid submission and evaluate the bid submission any further.
11.	<u>Two Envelope System</u>
11.1	The two-envelope system will be applied to this tender, whereby bidders' administrative response and functional capability will be assessed first, followed by the assessment of price offers.
11.2	Bid responses must be submitted in two sealed envelopes, alternatively two electronic folders (if submissions are required to be electronic); the first envelope/folder shall contain the administrative and technical response, and the second shall contain the price offer.
11.3	Bidders must package their bid as follows: <ul style="list-style-type: none"> ● Envelope/ Folder 1: Administrative and Technical Response ● Envelope/ Folder 2: Price Response
11.4	Bidders must ensure that they do not include any pricing details in the first envelope/folder, as SARAO reserves the right to disqualify such bids.
12.	<u>Central Supplier Database Registration</u>
12.1	No tender award may be made to a bidder who is not registered with the National Treasury Central Supplier Database (CSD).
12.2	Bidders not registered with CSD are not precluded from submitting bids, but must be so registered prior to award of the tender.
13.	<u>Tax Compliance</u>
13.1	No tender award will be made to a bidder who has a non-compliant tax status with the South African Revenue Services (SARS).
13.2	Each party to a joint venture or consortium must comply with clause 13.1 above.
13.3	In the event that a bidder has a non-compliant tax status, SARAO will grant such bidder seven (7) working days within which to rectify its tax matters with SARS so that it is compliant, failing which its bid will be disqualified.
13.4	SARAO may extend the 7-day period referred to in clause 13.3 above, where reasonable and at its discretion.
14.	<u>Due Diligence during Bid Evaluation</u>

14.1	During the evaluation of the bid, SARAO reserves the right to conduct such due diligence on shortlisted bidders as it deems necessary, which due diligence may include -
14.1.1	Vetting of bidders' financial standing;
14.1.2	Inspection of bidders' premises; and
14.1.3	Vetting of bidders' performance and ethical track record, including any existing blacklisting by National Treasury, or any other organ of state.
15.	<u>Invalid Bids</u>
15.1	Tenders shall be invalid if –
15.1.1	In a two-envelope system, a bidder fails to submit a technical response, or a price offer, or both.
15.1.2	The bidder is listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers, and is prohibited from doing business with the public sector.
15.3	The bidder has been restricted from doing business with any organ of state.
16.	<u>Imbalance in Tendered Rates</u>
16.1	<p>In the event that tendered rates or lump sums are found to be unacceptable because they are either excessively low or high (based on pre-determined market price ranges), or not in proper balance with other rates or lump sums, the Bidder may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If after submission of such evidence and any further evidence requested, SARAO is still not satisfied with the tendered rates or lump sums objected to, it may request the Bidder to amend these rates and lump sums along the lines indicated by it.</p> <p>The Bidder will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by SARAO, but this shall be done without altering the tender offer amount.</p> <p>Should the Bidder fail to amend the Tender in an acceptable manner, the Tender may be rejected.</p>
17.	<u>Price Negotiations Prior to Award</u>
17.1	The award of the tender may be subject to price negotiations with the preferred bidder or bidders, where there are opportunities to realise cost savings, or where bid prices are not considered to be reasonable or market related.
18.	<u>Cancellation of the bid prior to award</u>
18.1	SARAO reserves the right to cancel this tender at any time before award, where -
18.1.1	Due to changed circumstances there is no longer a need for the services.
18.1.2	Funds are no longer available to cover the total envisaged expenditure for the project.
18.1.3	No bids satisfy the tender evaluation criteria, i.e. there are no responsive bids.
18.1.4	There is a material irregularity in the tender process.
19.	<u>Tender Award</u>
19.1	The tender will be awarded to the bidder with the highest combined score for Price and Preference, unless other objective criteria, specified in the tender document, applies.
19.2	The award will be subject to final verification of the bidder's tax compliance status.
19.2	Where a due diligence review, in terms of clause 14 above, is undertaken on the recommended bidder, the award

	of the tender to the bidder will be subject to the outcome of such review.
20.	<u>Collusion, fraud and corruption</u>
20.1	Any effort by a bidder to influence the evaluation of bids or the award decision in any manner will result in the disqualification of that bidder's bid.
20.2	The NRF/SARAO would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.
21.	<u>Fronting</u>
21.1	SARAO supports Government's Broad-based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, SARAO condemns any form of fronting.
21.2	SARAO may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.
21.3	Should SARAO have reasonable grounds to suspect any form of fronting, the bidder in question will be notified and given 7 working days from the date of notification to provide evidence refuting the finding of fronting.
21.4	Should the bidder be unable to refute the finding to the satisfaction of SARAO, SARAO reserves the right to reject the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies SARAO may have against such a bidder.
22.	<u>Disclaimers</u>
22.1	SARAO has produced this document in good faith. SARAO, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. SARAO has no liability towards the bidders in connection therewith.

PART B – THE CONTRACT

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract must be cross-referenced against the General Conditions of Contract (GCC). The Special Conditions of Contract qualify or augment specific clauses of the GCC, or introduce conditions not included in the GCC

1	Definitions
<i>Substitute Clause 1.21 with the following:</i>	
1.21	“Purchaser” means the South African Radio Astronomy Observatory (SARAO), a business unit of the National Research Foundation.
<i>Substitute Clause 1.24 with the following:</i>	
1.24	“Services” shall mean all activities pertaining to the deliverables the Supplier is required to deliver to the Purchaser under this Agreement. This definition shall also be applicable, as the context requires, anywhere where the word “supplies” or “goods” appear in the GCC.
<i>Add the following clauses after Clause 1.25:</i>	
1.26	“Agents” means any person or party, a Party to this Agreement may appoint as agent, professional adviser, contractor, supplier, sub-contractor, each aforementioned acting strictly in the course and scope of its obligations towards a Party, or any affiliate of either Party.
1.27	“Agreement” means the Contract between the parties, namely, the Bid Document, including these Special Conditions of Contract; the Supplier’s bid and price submission in response to Bid Ref: NRF/SARAO SNET/07/2025-26; and any Annexures, Schedules or Addendums referred to herein.
1.28	“Annexures”, “Schedules” and “Addendums” means any document of the aforesaid description reduced to writing and signed by the Parties, which is from time to time incorporated in this Agreement. These documents may be amended in writing by mutual agreement and signed between the Parties.
1.29	“Bid document” means the bid document issued by the Purchaser with Reference Number, NRF/SARAO SNET/07/2025-26.
1.30	“Commencement Date” means the date of last signature of the Agreement between the Parties, or any other date as may be agreed upon by the Parties as the commencement date.
1.31	“Loss” means loss, injury, death and/or damage.
1.32	“Material breach” means a breach by either Party of a material obligation, imposed on such Party in terms of this Agreement.
1.33	“NRF” means the National Research Foundation, a Schedule 3A statutory entity established in terms of the Public Finance Management Act, No. 1 of 1999, as well as the National Research Foundation Act, Act 19 of 2018, as amended.
1.34	“OEM” means Original Equipment Manufacturer;
1.35	“Parties” means the Purchaser and Supplier, referred to collectively;
1.36	“Personnel” means either Party’s, as the context may indicate, directors, employees, officers, each aforementioned acting strictly in the course and scope of its employment towards a Party, or Agents.
1.37	“Supplier” means the party to this Agreement supplying the goods and services as defined herein, and with whom this Agreement is concluded.
1.38	“Third Party” means any person or party which is not a Party to this Agreement.
<i>Substitute Clause 3 in its entirety with the following:</i>	
3	Duration and Commencement

3.1	Unless terminated by either Party in accordance with Clauses 22A, 23, 23A, or 25 below, this Agreement shall commence on the Commencement Date and shall continue until the goods have been satisfactorily delivered to the Purchaser by the Supplier.
3A	The Supplier's Obligations
3A.1	The Supplier agrees, undertakes, covenants and warrants (all where applicable) to, <i>inter alia</i> -
3A1.1	Only when notified of the acceptance of the bid and on receipt of an official Order from the Purchaser, commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction of the Purchaser;
3A1.2	Supply the goods in accordance with the service specifications detailed in the Bid Document, and in accordance with the Agreement and good industry practice applicable from time to time.
3A1.3	Subject to Clauses 22A, 23, 23A, and 25, complete and deliver the services within the lead time specified in the purchase order issued under this bid document as agreed upon by the Parties, the maximum allowable period being within 30 days from the delivery date stipulated on the purchase order;
3A1.4	Ensure a delivery date for supply not exceeding the lead time agreed upon by the parties, from the date the purchaser issues a purchase order to the supplier;
3A1.5	Provide all of the necessary materials, labour and equipment required for the delivery of the goods, including any temporary goods or services that may be required;
3A1.6	Ensure that a qualified engineer (if an OEM) or a OEM certified engineer is on site during the installation;
3A1.7	Deliver the goods with an original delivery note, original invoice, and instruction/service manual, where applicable;
3A1.8	Subject to Clauses 22A, 23, 23A, and 25, complete and deliver the goods within the lead time specified in the purchase orders issued under this bid document as agreed upon by the Parties;
3A1.9	Fully co-operate with and give every reasonable assistance to the Purchaser to enable the Purchaser to investigate any claim which may be threatened, made or brought against the Purchaser arising out of this Agreement;
3A1.10	Within the scope of the services, comply with all reasonable and lawful instructions issued by the Purchaser;
3A1.11	Issue a credit note to the Purchaser for any penalties imposed against it under Clause 22. Any delay by the Supplier in issuing a credit note within the time period agreed to by both Parties, shall result in the Purchaser deducting the amount from any amounts due to the Supplier. For the avoidance of doubt, should the Supplier's aforementioned delay result in a deduction of any agreed to penalty, any such deduction for purposes of this Agreement shall be limited to and apply only to deduction of penalties pursuant to a delay by the Supplier set out in Clause 22 and for no other matter under or in connection with this Agreement;
3A1.12	put into effect and maintain insurance of, as a minimum, general public liability insurance cover of at least the value of the tender award amount.
3B	The Purchaser's Obligations
3B.1	The Purchaser agrees, undertakes, covenants and warrants (all where applicable) that, <i>inter alia</i> -
3B1.1	it will allow the Supplier and its Personnel reasonable access to the Purchaser's Premises and such facilities, as required by the Supplier, to ensure the Supplier fulfils its obligations in terms of this Agreement;
3B1.2	it will advise the Supplier of any change to its processes or circumstances relevant to the provision of the Services by the Supplier in writing immediately once it becomes aware of such change;
3B1.3	it will fully co-operate with and give every reasonable assistance to the Supplier to enable the Supplier to investigate any claim which may be threatened, made or brought against the Supplier;
3B1.4	it may arrange meetings with the Supplier, as and when required during the course of the contract, to establish that the Services are being performed in compliance with this Agreement;

3B1.5	it will evaluate the Supplier's performance on the Agreement, from time to time during the course of the Agreement, against the expected outcomes and deliverables in terms of this Agreement;
3B1.6	it will make payment to the Supplier for the performance of the Services as set out herein within thirty (30) days after receipt of an invoice from the Supplier, paid free from set-off, deduction or arbitrary withholding other than as provided for in Clause 3A1.11;
3B1.7	it will notify the Supplier of any dishonest, wrongful or negligent (gross or otherwise) act or omission of the Supplier's Personnel in connection with the Services as soon as reasonably possible after the Purchaser becomes aware of the same.
10.	Delivery and Documentation
Add the following clause after Clause 10.2:	
10.3	The supplier must deliver the goods within the period stipulated on the issued purchase order, the maximum allowable period being within 30 days from the delivery date stipulated on the purchase order;
10.4	The delivery date must not exceed the lead time agreed upon by the parties, from the date the purchaser issues a purchase order to the supplier;
10.5	The supplier shall deliver the goods with an original delivery note, original invoice, and instruction/service manual (where applicable).
10.6	The supplier shall provide at a minimum, the following documentation (in hard copy and pdf format) for each equipment delivered -
10.6.1	Certificate of conformance
10.6.2	Packing list
10.7	Delivery shall be to Liesbeek House, River Park, Liesbeek Parkway, Settlers Way, Mowbray (for Cape Town Sites), Klerefontein Support Base (near Carnarvon, Northern Cape) (for Northern Cape sites) and 18A Gill Street, Observatory, Johannesburg (for Johannesburg office).
11	Insurance
Add the following clauses after Clause 11.1:	
11.2	The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Agreement.
15.	Warranty
Substitute Clause 15.2 with the following clause:	
15.2	The Supplier shall provide a 5-year basic next business day warranty on the switches supplied. The warranty shall remain valid for 5-year after the goods, or any portion thereof as the case may be, have been delivered to, and accepted by the Purchaser.
Add the following clause after Clause 15.5:	
15.6	The Supplier shall, within the next business day of receipt of a warranty claim, with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Purchaser.
15.7	In the event that the Supplier is not the OEM of the goods supplied, it must ensure that it offers the Purchaser a valid warranty, claimable from the OEM.
16.	Payment
Add the following clause after Clause 16.4:	
16.5	The Supplier's invoices must meet the following minimum requirements, failing which the Purchaser shall not be obliged to make payment thereon -
16.5.1	reference the order number as issued to the Supplier by the Purchaser;
16.5.2	include a statement of account;
16.5.3	include detailed line items as specified in the order;
16.6	invoices must be accompanied by the signature of the Purchaser's authorised representative, confirming performance or delivery in accordance with prescribed quality and/or quantity in terms of this Agreement, and that amounts claimed are accordance with this Agreement and any purchase orders issued in terms thereof.

17	Prices								
Add the following clause after clause 17.1:									
17.2	Unless otherwise stated in the Agreement, the contract price quoted by the Supplier is required to remain fixed for the duration of the contract. In the case of imported goods, the contract price may be subject to adjustment based on rate of exchange fluctuations affecting the contract price, prior to the Supplier issuing an invoice to the Purchaser.								
19	Assignment								
Substitute Clause 19.1 with the following:									
19.1	The Supplier shall not assign, in whole or in part, its obligations to perform under the contract.								
22	Penalties								
Substitute Clause 22.1 in its entirety with the following:									
22.1	Subject to Clause 25, if the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, apply the following penalties -								
	<table border="1"> <thead> <tr> <th>Service</th> <th>Measurement methodology</th> <th>Penalty trigger level</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Timeous delivery of the goods in accordance with the specifications detailed in this Bid Document, and within the time period agreed upon by the Parties</td> <td>Subject to Clause 25, the goods are delivered within the lead time stipulated in the bid document (within 6 months of order placement), or within such amended period as is agreed upon by the Parties</td> <td>For reasons directly attributable to the actions of the Supplier, which would have been avoided had reasonable care been taken, the goods are not delivered within 30 days of the delivery date</td> <td>The cause of the lack of, or poor performance will be investigated, and if wholly attributable to the fault of the Supplier shall be rectified at its own cost, Both parties shall agree on a revised timeframe for the rectification of the performance, which if not met, shall result in the application of the following penalties - <ul style="list-style-type: none"> • One (1) week after the revised time – R4 000 per day; • 2-4 weeks after the revised time – R8 000 per day • More than 4 weeks after the revised time – R120 000 per day, and invoke Clauses 22A and 23 of this Agreement. </td> </tr> </tbody> </table>	Service	Measurement methodology	Penalty trigger level	Penalty	Timeous delivery of the goods in accordance with the specifications detailed in this Bid Document, and within the time period agreed upon by the Parties	Subject to Clause 25, the goods are delivered within the lead time stipulated in the bid document (within 6 months of order placement), or within such amended period as is agreed upon by the Parties	For reasons directly attributable to the actions of the Supplier, which would have been avoided had reasonable care been taken, the goods are not delivered within 30 days of the delivery date	The cause of the lack of, or poor performance will be investigated, and if wholly attributable to the fault of the Supplier shall be rectified at its own cost, Both parties shall agree on a revised timeframe for the rectification of the performance, which if not met, shall result in the application of the following penalties - <ul style="list-style-type: none"> • One (1) week after the revised time – R4 000 per day; • 2-4 weeks after the revised time – R8 000 per day • More than 4 weeks after the revised time – R120 000 per day, and invoke Clauses 22A and 23 of this Agreement.
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22A	Breach of Contract								
Insert a new clause numbered Clause 22A, as follows:									
22A.1	If a Party commits a Material Breach of any provision of this Agreement, and the breach is capable of remedy, the defaulting Party must be notified and called on in writing to remedy the breach within a period of 5 (five) days from receipt of such notification.								
22A.2	If the breach remains unremedied after the aforesaid notice period has expired, the Party calling on the defaulting Party will be entitled, but not compelled, to either terminate this Agreement with immediate effect by written notice to the defaulting Party and without prejudice to any of its rights to recover direct loss or direct damage or demand specific performance by the defaulting Party.								
23	Termination for Default								
Substitute Clause 23.1 in its entirety with the following:									

23.1	Either Party shall have the right, without prejudice to its other rights and remedies, to terminate this Agreement forthwith by written notice to the other Party if such other Party-
23.1.1	commits a Material Breach of any provision of this Agreement, and the breach is incapable of remedy;
23.1.2	is unable to pay its debts, or in terms of GCC Clause 26, becomes commercially insolvent or commits any act of insolvency;
23.1.3	is the subject of any order made or a resolution passed for the administration, winding-up or dissolution for reasons or purposes other than a solvent amalgamation or restructuring;
23.1.4	has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
23.1.5	enters into or proposes any composition or arrangement with its creditors generally;
23.1.6	files and/or receives an application or resolution for business rescue and/or is placed under business rescue pursuant to the sections of the Companies Act, No. 71 of 2008;
23.1.7	is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.
Add the following clauses after Clause 23 -	
23A	Termination by Agreement
23A.1	In the event of either Party intending to terminate this Agreement other than in the circumstances stipulated in Clauses 22A, 23, and 25, such Party shall seek consent, in writing, from the other Party, which consent shall not be unreasonably withheld.
23A.2	In the event that the other Party consents to the termination as envisaged in Clause 23A.1, the Agreement shall be terminated within such reasonable period as agreed upon by the Parties.
23A.3	Any expenses incurred by the Supplier prior to termination of the Agreement shall be paid by the Purchaser in accordance with Clause 16.
25	Force Majeure
Substitute clause 25 in its entirety with the following:	
25.1	Neither Party shall be liable for failure to perform its obligations, under this Agreement if the failure results from any force majeure event.
25.2	In the event of a force majeure event, the Party whose performance is affected by such event shall promptly notify the other Party in writing of such event, and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall use its best endeavours to seek all reasonable alternative means for performance not prevented by the force majeure event.
25.3	Should any force majeure event persist for a continuous period of one (1) month, either Party shall have the right to terminate the Agreement with immediate effect.
27.	Settlement of Disputes
Add the following sub-clauses after Clause 27.4	
27.4.1	The appointment of a mediator and the procedure thereof shall be agreed upon by the Parties.
27.4.2	Regardless of the outcome of a mediation, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.
28	Limitation of Liability
Substitute clause 28 in its entirety with the following:	
28.1	Notwithstanding anything to the contrary elsewhere indicated, stated or provided for although subject always to Clause 28.2 below, the Parties agree and the Purchaser acknowledges that: -
28.1.1	the function of the Services provided by the Supplier is to minimise, and not eliminate or prevent, the risk of loss to property or person. The Supplier will use all reasonable endeavours to minimise loss to the Purchaser but gives no warranty and has made no representation that the Services or the Supplier's personnel will be able to eliminate any such loss;
28.1.2	the Supplier shall be liable to the Purchaser for loss (from whatsoever cause arising, whether delictual or contractual) sustained by

	the Purchaser only if such loss is sustained as a direct proven result of the negligence, wilful act or wilful omission to act of the Supplier or its Personnel, and any liability which the Supplier does incur to the Purchaser under or in connection with this Agreement shall be limited to, and shall in no circumstances whatsoever exceed the total contract price under this Agreement. Thus, the total amount that can be claimed by the Purchaser from the Supplier for the duration of this Agreement is equal to, in aggregate, the total contract price under this Agreement;
28.1.3	the Supplier shall not be liable for any indirect, special, incidental, punitive or consequential loss (from whatsoever cause arising and whether delictual or contractual), under or in connection with this Agreement;
28.1.4	where the Purchaser or the Purchaser's Personnel (including Third Party Suppliers or Contractors) is reasonably suspected of having been involved, in collusion or otherwise, in any claim, the Supplier's maximum liability shall not exceed fifty percent (50%) of the total amount claimed;
28.1.5	the Supplier and the Supplier's Personnel shall not be liable to the Purchaser or the Purchaser's Personnel in any circumstances or to any extent whatsoever in respect of any loss unless written notice of a claim is received by the Supplier following the discovery by the Purchaser or the Purchaser's Personnel of the loss alleged to give rise to any such claim;
28.1.6	the Services are rendered to the Supplier in respect of the Purchaser Premises and the assets of the Purchaser, or the assets of Third Parties held on their behalf by the Purchaser only and do not extend to any portion of the Purchaser Premises which are occupied by Third Parties, nor to the assets of Third Parties otherwise than as contemplated herein unless specifically agreed to in writing between the Parties.
28.2	In the event that the Supplier performs a risk analysis of the Purchaser Premises, property or person and recommends or suggests preventative measures to the Purchaser to address such risks ("risk analysis") or the Supplier provides a written copy of the risk analysis to the Purchaser within a reasonable period after finalizing the risk analysis then neither the Supplier nor the Supplier's Personnel shall be liable to the Purchaser, the Purchaser's Personnel or any Third Party for any Loss whether direct, indirect, special, incidental, punitive or consequential, and the Purchaser hereby indemnifies and agrees to hold the Supplier and its personnel harmless in respect of all claims emanating from, caused by or arising out of any such loss to the extent that it is attributable to the failure by the Purchaser or its personnel to address or rectify any of the risks identified in the risk analysis.
28.3	This clause 28 shall survive completion, termination or cancellation of this Agreement for whatsoever reason or cause.
31	Notices
<i>Substitute clause 31 in its entirety with the following:</i>	
31.1	Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
31.1.1	Hand delivered – on the day of delivery;
31.1.2	Registered mail – five (5) working days after mailing;
31.1.3	Email – within one (1) working day after it has been sent
<i>Add the following clauses after clause 34 -</i>	
35	Whole Agreement
35.1	The Agreement between the Parties shall inter alia comprise of the following documents –
35.1.1	the Bid Document, including the General Conditions of Contract (GCC) 2010 (National Treasury);
35.1.2	these Special Conditions of Contract;
35.1.3	the Supplier's support and maintenance contract for the provision of the Services;
35.1.4	the Supplier's bid submission in response to Bid Ref: NRF/SARAO SNET/07/2025-26;
35.1.5	the Supplier's bid price submission in response to Bid Ref: NRF/SARAO SNET/07/2025-26;
	any Annexures, Schedules or Addendums referred to in the abovementioned documents.
35.2	In the event of a conflict between the General Conditions of Contract and the Special Conditions of Contract, the latter will prevail.
35.3	The contract documentation as referred to in Clause 35.1 above, subject to Clause 35.2 above, supersedes and replaces any prior

	arrangements, agreements and understandings of any nature whatsoever that may exist between the Parties with regards to any aspect, matter or thing referred to herein and shall be the sole recordal device of the Parties' rights and obligations <i>vis-à-vis</i> each other, in relation to the subject matter hereof.
36	Occupational Health and Safety when working on SARAO sites
36.1	The Supplier's personnel performing work at the Purchaser's Premises as part of this Agreement are required to undergo safety induction.
36.2	Over and above the obligations required by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, ('the Act'), the Supplier will be required to comply with all relevant health and safety written instructions given to them by the Purchaser's site safety Personnel, where relevant. Personal protection equipment, including closed safety shoes, hard hats, height safety equipment, and high visibility vests must be worn at all times while on the work site. The Supplier's Personnel are to obey all reasonable instructions, including signage, related to restricted access and speed limits on the Purchaser Premises.
36.3	The Supplier, once signing the Agreement, is responsible for itself, its employees, and all persons affected by its operations in terms of the Act and regulations promulgated in terms thereof. The Supplier must perform all work and use equipment on site in compliance with the provisions of the Act.
36.4	Where applicable, the Supplier must submit its Letter of Good Standing in terms of the COID Act to the Purchaser, and must ensure that it remains valid for the Initial Period.
36.5	Where applicable, the Supplier must maintain a health and safety plan complying with the requirements of the Act at the Purchaser Premises during the period that the Services are rendered at the Purchaser's Premises.
36.6	The Purchaser will manage the Supplier in its capacity to execute this Agreement to meet the provisions of the Act and the Regulations promulgated in terms thereof. The Supplier shall accept liability for any contraventions of the Act. Each member of the Supplier's team (including Personnel), must submit a signed indemnity form prior to entering the Purchaser's Premises, which must be kept in the Supplier's health and safety file.

GENERAL CONDITIONS OF CONTRACT (GCC)

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words "department" means organs of state inclusive of public entities and vice versa, and the words "will/should" mean "must".

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC 1	Definitions – The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.

1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
7.3.1	bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2	cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	The Purchaser's personnel shall have full access to the site and material sources during working hours to inspect, test, monitor progress and record activities, while the successful supplier must facilitate these activities by ensuring safe access, necessary permissions, and compliance with Purchaser requirements. The successful bidder shall provide written notice to the Purchaser whenever materials or work are ready for inspection and before they are concealed, enclosed, packaged for storage, or prepared for transport.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Pack ing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
13.1.1	Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2	Furnishing of tools required for assembly and/or maintenance of the supplied goods;
13.1.3	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
13.1.4	Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
13.1.5	Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	Spare parts
14.1	24As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
14.1.1	Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
14.1.2	In the event of termination of production of the spare parts:
14.1.2.1	Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
14.1.2.1	Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
23.1.1	If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
23.1.2	If the supplier fails to perform any other obligation(s) under the contract; or
23.1.3	If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting

	Authority actively associated.
23.6	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
23.6.1	the name and address of the supplier and / or person restricted by the purchaser;
23.6.2	the date of commencement of the restriction;
23.6.3	the period of restriction; and
23.6.4	the reasons for the restriction.
23.6.5	These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein,
27.5.1	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27.5.2	the purchaser shall pay the supplier any monies due the supplier.

GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
28.1.1	the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
28.1.2	the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

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

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

1.	I,, in my capacity as hereby undertake to render services described in the attached bidding documents to the South African Radio Astronomy Observatory (SARAO) , in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: NRF/SARAO SNET/07/2025-26 , at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2.	The following documents shall be deemed to form, and be read and construed as part of this Agreement:
2.1	The Bid Document (Ref No. NRF/SARAO SNET/07/2025-26), including the Special Conditions of Contract (SCC);
2.2	The Supplier's bid submission in response to Bid Ref. NRF/SARAO SNET/07/2025-26;
2.3	The Supplier's bid price in response to Bid Ref. NRF/SARAO SNET/07/2025-26;
2.4	Any Annexures, Schedules or Addendums referred to in the above mentioned documents.
3.	The Supplier confirms that it has satisfied itself as to the correctness and validity of its bid; that the price(s) and rate(s) quoted cover all the services specified in the Bid Document; that the price(s) and rate(s) cover all its obligations, and accepts that any mistakes regarding its price(s) and rate(s) and calculations will be at its own risk.
4.	The Supplier accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it under this Agreement.
5.	The Supplier declares that it has not participated in any collusive practices with any third party regarding this or any other bid.
6.	I confirm that I am duly authorised to sign this contract.

NAME (PRINT) CAPACITY SIGNATURE NAME OF FIRM DATE	WITNESSES DATE:
---	--

SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER (SARAO))

1. I,, in my capacity as accept your bid under Reference Number: NRF/SARAO SNET/07/2025-26 for the rendering of the services indicated hereunder and/or further specified in the annexure(s).
2. An official purchase order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
- 2.2 The Supplier's bid submission in response to Bid Ref. NRF/SARAO SNET/07/2025-26;

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	CONTRACT DURATION	B-BBEE STATUS OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)
DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A 100Gbps CORE SWITCH UPGRADE FOR SARAO, INCLUDING LICENSING AND SUPPORT FOR A PERIOD OF FIVE YEARS				N/A

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

DATE

WITNESSES

.....

.....

DATE:

PART B.1 – PRICING

PRICING INSTRUCTIONS

1.	Applicable Currency: All prices shall be quoted in South African Rand.
2.	Completion of Pricing Schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein. In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the SARAO issued pricing schedule.
3.	Applicability of Quoted Prices: All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.
4.	Exchange Rate Fluctuations: Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated.
5.	Total Bid Cost: Prices quoted must be inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods.
6.	Bid Price Calculation: Estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.

SBD 3.2 – PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder	Bid number: NRF/SARAO SNET/07/2025-26
Closing Time: 12.00PM	Closing date:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
			**(ALL APPLICABLE TAXES INCLUDED).
NOTE: CARRY OVER BID PRICE TO PRICING SCHEDULE ON PAGE 46			

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

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

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

PRICING SCHEDULE

(Submit pricing in separate electronic folder)

Item	Description	Unit	Quantity	Rate	Total
1	Design and Implementation				R
1.1	Professional Services	Sum	1		R
1.2	Core Switch Configuration	Sum	1		R
1.3	Existing Services Migration	Sum	1		R
1.4	Documentation	Item	1		R
2	Hardware, Software and Licences				R
2.1	Core Switch Main Site 1: Liesbeek House, River Park, Liesbeek Parkway, Settlers Way, Mowbray	Sum	1		R
2.2	Core Switch Site 2: CHPC (Centre for High Performance Computing) - Lower Hope Road, Rosebank, Cape Town	Sum	1		R
2.3	Core Switch Site 3: Klerefontein Support Base (near Carnarvon Northern Cape)	Sum	1		R
2.4	Core Switch Site 4: Carnarvon POP (Point of Presence), Northern Cape	Sum	1		R
2.5	Core Switch Main Site 5: Losberg Farm (Telescope Site), Northern Cape	Sum	1		R
2.6	Core Switch Site 6: 18A Gill Street Observatory, Johannesburg	Sum	1		R
2.8	Transceiver	Item	1		R
2.9	Active/Passive HA (High Availability) - (Optional)	Item	1		R

2.10	Equipment Handling and Delivery	Item	1		R
3	Preliminary and General				R
3.1	Preliminaries and General	Sum			R
3.2	Support Services and Maintenance				
3.2.1	Technical Assistance Centre (TAC) Hardware Support	Sum	1		R
3.2.2	Technical Assistance Centre (TAC) Software Support	Sum	1		R
3.2.3	24/7 Service Support Centre (SSC)	Hrs	1		Rate Only
3.2.4	Call Out Service Fee JHB site	Sum	1		R
3.2.5	Call Out Service Fee CPT sites	Sum	1		R
3.2.6	Call Out Service Fee Northern Cape sites	Sum	1		R
4.	Training				
4.1	End-user Training	Sum	1		R
SUB TOTAL (EXCLUDING VAT)					R
VALUE ADDED TAX (15%)					R
TOTAL BID PRICE (INCLUDING VAT)					R

PART C – RETURNABLE SCHEDULES

SBD 4 BIDDER'S DISCLOSURE																										
1.	PURPOSE OF THE FORM																									
1.1	<p>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.</p> <p>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.</p>																									
2.	BIDDER'S DECLARATION																									
2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ² in the enterprise, in the service of 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 -																									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Full Name</th> <th style="width: 33%;">Identity Number</th> <th style="width: 33%;">Name of State Institution</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Full Name	Identity Number	Name of State Institution																					
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 employed	YES / NO																								

² 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.

	by the procuring entity?	
2.2.1	If so, furnish particulars:	
2.3	Does the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?	YES / NO
2.3.1	If so, furnish particulars:	
3.	DECLARATION	
<p>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 -</p>		
3.1	I have read and understand the contents of this disclosure;	
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;	
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium ³ 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	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	

³ 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.

	involved in the drafting of the specifications or terms of reference for this bid.				
3.6	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.				
CERTIFICATION					
<p>I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.</p> <p>I ACCEPT THAT THE STATE MAY REJECT MY 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.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;"> <p>.....</p> <p>Date</p> </td> <td style="width: 50%; text-align: center;"> <p>.....</p> <p>Signature</p> </td> </tr> <tr> <td style="width: 50%; text-align: center;"> <p>.....</p> <p>Position</p> </td> <td style="width: 50%; text-align: center;"> <p>.....</p> <p>Name of bidder</p> </td> </tr> </table>		<p>.....</p> <p>Date</p>	<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of bidder</p>
<p>.....</p> <p>Date</p>	<p>.....</p> <p>Signature</p>				
<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of bidder</p>				

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

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

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

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

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P}{P}\right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P}{P}\right)$$

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below and is based on B-BBEE Status Level of Contribution of the Bidder.

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

B-BBEE Status Level Contribution	Number of points allocated (80/20 system) (between R2 000 and R50 000 000)	Number of points claim (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	_____
6	6	
7	4	
8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

<ul style="list-style-type: none">Partnership/Joint Venture / Consortium	<ul style="list-style-type: none">Personal Liability Company
<ul style="list-style-type: none">One-person business/sole propriety	<ul style="list-style-type: none">(Pty) Limited
<ul style="list-style-type: none">Close corporation	<ul style="list-style-type: none">Non-Profit Company
<ul style="list-style-type: none">Public Company	<ul style="list-style-type: none">State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

BID SIGNATURE

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to SARAO in accordance with the requirements and specifications stipulated in this bid document at the price/s quoted.

I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk. My offer remains binding upon me and open for acceptance by SARAO during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

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

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

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

Signature of bidder:

Capacity under which this bid is signed:

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

Date:

ANNEXURE A: TECHNICAL REQUIREMENTS COMPLIANCE MATRIX

100Gbps Core Switch Equipment for the SARAO Network

INSTRUCTIONS TO BIDDERS

1. Bidders must complete the table below: 100Gbps Routing Equipment
2. Bidders must complete all rows on the table.
3. Adherence to the format of the compliance matrix is compulsory.
4. The Technical Compliance Matrix is a summary of the submission. Bidders must provide supporting documentation separately.
5. Bidders must provide responses to each criteria, as follows, either 'Comply' or 'Do not comply'. Comply = 1 point; Do Not Comply = 0 points
6. Certain criteria have sub-criteria and bidders must comply to all sub-criteria in order to comply to the specified criterion.
7. Bidders will fail the evaluation if they score 0 ('do not comply') for any *Critical Technical Criterion*, and an overall score of less than 29 points out of a possible 35 points.
8. Bidders who score 0 for any *Non-Critical Technical Criterion* must provide (in the last column), an alternative to satisfy the criterion.
9. The following table summarises the expected response in each column for each individual criteria.

Criterion Name	Required Response	Evaluation Method	Response	Score
<i>Column will contain the name of the criterion being evaluated</i>	<i>Column will describe the response that SARAO expects</i>	<i>Column will describe how SARAO will evaluate the response</i>	<i>Bidders must insert their response to each criterion, i.e. –</i> <ul style="list-style-type: none"> ● <i>Comply</i> ● <i>Do not comply</i> 	<i>Based on the response and the evidence provided, SARAO will allocate a score of either (1 = Comply and 0 = Do not comply). (Described in more detail next to each criteria)</i>

100Gbps Core Switches Equipment for the SARAO Network

Supplier Name:

NB: Complete ALL rows

TECHNICAL COMPLIANCE MATRIX

Criterion Name	Critical/Non-critical Requirements	Required Response	Evaluation Method	Response (Comply / Do Not Comply)	Scoring (0 =Do Not Comply; 1 =Comply)	Summarise your response. Provide references to other documents included in bid where a complete response is provided
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Link Criteria (100%)

1. BOM of Proposed Equipment	Critical Technical Requirements	Bidders must submit a BOM for the Equipment that they wish to respond with. This BOM must contain at least Medium Density devices), Low Density devices and	If the BOM contains Medium Density devices, Low Density devices, the supplier will comply and receive a score of 1. If not, the bidder receives a score of 0 and fails the evaluation.			
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		proposed management platform, and the transceivers (NB refer to section 1.6 comments)	(a score of 1 will be given to bidders that comply and 0 to bidders that do not comply)			
2. Routing and Switching Platform Requirements	Critical Technical Requirements	Bidders must submit a detailed technical overview of the equipment platform that they wish to propose as part of this tender. The proposed equipment must comply to all the minimum Routing Platform Requirements stated below:				
2.1	Documentation and CLI in English	Bidders must confirm that all documentation is available in English and that the Command Line Interface (CLI) uses English as well.	If comply, the bidder will receive a score of 1. If the bidder does not respond 'Comply' in the response column, they will receive a non-compliance score and fail the evaluation.			
2.2	Equipment roadmap and EOL Not critical (Refer to instruction 8)	Bidders must submit the platform's official roadmap and further confirm that the platform will be supported by the OEM for at least the next 5 years.	Bidders who submit a roadmap that clearly indicates that the platform will be supported by the OEM for the next 5 years will comply to this requirement, the bidder will receive a score of 1. If not, the bidder will not comply, and receive score of 0.			
2.3	Routing table support for 2560 routes	The bidder must state the number of routes supported in the routing table in the Summary column. The assertion must be supported with a reference to the official technical	Bidders will comply if their platform supports at least 2560 routes (verified by the official technical documentation that is submitted as part of the bidder's submission). If			

		documentation with the routing table figure.	comply, the bidder will receive a score of 1. If not, the supplier receive a score of 0.			
2.4	Support for IPv4 and IPv6	The bidder must confirm that both IPv4 and IPv6 are supported in the summary column. The assertion must be supported with a reference to the official technical documentation.	Bidders will comply if their platform supports both IPv4 and IPv6 (verified by the official technical documentation that is submitted as part of the suppliers submission). If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
2.5	Support for all routing technologies stated in section 1.2.3 of the Technical Requirements document.	The bidder must confirm that all required routing technologies stated in Section 1.2.3 of the Technical requirements are supported in the summary column. The assertion must be supported with a reference to the official technical documentation.	Bidders will comply if their platform supports all the required routing technologies (verified by the official technical documentation that is submitted as part of the suppliers submission). If not, the supplier will not comply and fail the evaluation.			
2.6	Logical Router Support (minimum 2)	Bidders must confirm that Logical routers functionality is supported on the platform and state the number of logical routers that can be supported by the proposed solution in the summary column. The assertion must be supported with a reference to the official technical	Bidders will comply if their platform supports at least 2 logical routers (verified by the official technical documentation that is submitted as part of the suppliers submission). If comply, the bidder will receive a score of 1. If not the bidder will receive a score of 0 and fail the			

		documentation.	evaluation.			
2.7	Support for Virtual Router Redundancy Protocol (VRRP)	Provides automatic assignment of available IP routers to participating hosts, ensuring that if the primary router fails, a backup can take over. The assertion must be supported with a reference to the official technical documentation.	Bidders will comply if their platform supports VPLS (verified by the official technical documentation that is submitted as part of the bidder's submission). If comply, the bidder will receive a score of 1. If not, the supplier will receive a score of 0 and fail the evaluation.			
2.8	Support Rapid Spanning Tree Protocol (RSTP)	Support the Rapid Spanning Tree Protocol (RSTP): Ensure fast convergence in case of link failures	Bidders will comply if their platform supports RSTP (verified by the official technical documentation that is submitted as part of the bidder's submission). If not, the supplier will receive a score of 0 and fail the evaluation.			
2.9	Support ACL	Support Access Control Lists (ACLs): Ability to configure ACLs to control traffic flow and enhance security at the routing and switching layers.	Bidders will comply if their platform supports ACL (verified by the official technical documentation that is submitted as part of the bidder's submission). If comply, the bidder will receive a score of 1. If not, the supplier will receive a score of 0 and fail the evaluation.			

2.10	Support VLAN	VLANs: Support for at least 80 VLANs with 802.1q tagging	Bidders will comply if their platform supports minimum 80 VLANs with 802.1q tagging (verified by the official technical documentation that is submitted as part of the suppliers submission). If comply, the bidder will receive a score of 1. If not, the supplier will receive a score of 0 and fail the evaluation.			
3.	Common Configuration requirements	Critical Technical Requirements	Bidders must submit a detailed configuration of both the Medium Density and Low Density devices. These configurations must comply to all the requirements below.			
3.1	Redundant Controllers	Both the Medium Density and Low Density configurations must have redundant controllers	Bidders will comply if they have redundant controllers on their proposed configuration. If not, the bidder will receive a score of 0 and fail the evaluation.			
3.2	Redundant Power Supplies	Both the Medium Density and Low Density configurations must have redundant power supplies	Bidders will comply if they have redundant power supplies on their proposed configuration. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
3.3	Redundant Fans	Both the Medium Density and Low Density configurations must have redundant fans	Bidders will comply if they have redundant fans on their proposed configuration. If comply, the bidder			

			will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
3.4	AC Power	Both the Medium Density and Low Density configurations must use AC power supplies	Bidders will comply if they use AC power supplies on their proposed configuration. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
3.5	100Gbps ports must be of the QSFP form factor	Both the Medium Density and Low Density configurations must use QSFP form factor for 100Gbps ports	Bidders will comply if the 100Gbps ports use the QSFP form factor on their proposed configuration. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
3.6	No additional licences to activate ports	Both the Medium Density and Low Density configurations must come with all the required licences for all available ports to be active straight out of the box. (i.e. no pay as you grow licensing)	Bidders will comply if they supply all the required licences to ensure that all available ports are active out of the box are included on their proposed configuration. If comply, the bidder will receive a score of 1. If not, the bidder will not comply and fail the evaluation.			
3.7	Form factor < 10 RU	The form factor for both the Medium Density and Low Density configurations must be less than 10RU	Bidders will comply if the form factor for the device for both the Medium and low Density configurations are 10RU or less. If comply, the bidder			

			will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
3.8	Equipment must fit into a standard 1000mm depth rack	Bidders must provide the dimensions of the proposed equipment (both the medium and low density configurations) and confirm that the proposed equipment will fit into a standard rack of depth 1000mm.	Bidders will comply if both the medium and low density configurations will fit into a standard 1000mm depth rack. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
3.9	Minimum of 24 x 1Gbps ports (using an expansion shelf is acceptable)	The configuration must have at least 24 x 1Gbps ports	Bidders will comply if they have at least 24 x 1Gbps ports on their proposed configuration. This can be provided using an expansion shelf as long as the shelf can be configured and managed by the chassis. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
3.10	3rd party transceivers must be supported	Bidders must confirm that 3rd party transceivers are supported and that any licenses that are needed to support them are included in the proposed solution.	Bidders will comply if no licenses are required to support third-party transceivers, or if the proposed solution includes the necessary licenses. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			

4. Medium Density Configuration requirements	Critical Technical Requirements	Bidders' detailed configuration of the Medium Density devices will be evaluated. This configuration must comply to all the requirements below.				
4.1	Minimum of 8 x 100Gbps ports	The configuration must have 8 x 100Gbps ports	Bidders will comply if they have at least 8 x 100Gbps ports on their proposed configuration. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
4.2	Upgradeable to 16 x 100Gbps ports	The configuration must be upgradeable to 16 x 100Gbps ports without upgrading either the device (i.e. without changing the chassis or controller)	Bidders will comply if their proposed configuration can be upgradeable to 16x100Gbps without upgrading the chassis or controller. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
4.3	Minimum of 12 x 10Gbps ports	The configuration must have 12 x 10 Gbps ports separate from the 8 x 100Gbps ports (using breakout cables is acceptable on additional 100Gbps or 40 Gbps ports is acceptable)	Bidders will comply if they have 12 x 10Gbps ports on their proposed configuration either as separate ports or as break-outs from additional 100Gbps or 40 Gbps ports. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			

4.4	Minimum fabric bandwidth of 1.6Tbps Not critical (Refer to instruction 8)	Minimum fabric and backplane bandwidth must exceed 1.6 Tbps in order to have all 100Gbps ports operating at line rate simultaneously	Bidders will comply if their proposed device's backplane and fabric bandwidth's exceed 1.6 Tbps. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0.			
5.	Low Density Configuration requirements	Critical Technical Requirements	Bidders detailed configuration of the Low Density devices will be evaluated. This configuration must comply to all the requirements below.			
5.1	Minimum of 4 x 100Gbps ports	The configuration must have 4x 100Gbps ports	Bidders will comply if they have at least 4 x 100Gbps ports on their proposed configuration. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
5.2	Upgradeable to 8 x 100Gbps ports	The configuration must be upgradeable to 8x 100Gbps ports without upgrading the device (i.e. without changing the chassis or controller)	Bidders will comply if their proposed configuration can be upgradeable to 8x100Gbps without upgrading the chassis or controller. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
5.3	Minimum of 6x 10Gbps ports (using breakout cables is acceptable)	The configuration must have 6 x 10 Gbps ports separate from the 4 x 100Gbps ports (using breakout cables is acceptable on additional	Bidders will comply if they have 6 x 10Gbps ports on their proposed configuration either as separate ports or as break-outs from			

		100Gbps or 40 Gbps ports is acceptable)	additional 100Gbps or 40 Gbps ports. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0 and fail the evaluation.			
5.4	Minimum fabric bandwidth of 0.8 Tbps Not critical (Refer to instruction 8)	Minimum fabric and backplane bandwidth must exceed 0.8 Tbps in order to have all 100Gbps ports operating at line rate simultaneously	Bidders will comply if their proposed device's backplane and fabric bandwidth's exceed 0.8 Tbps. If comply, the bidder will receive a score of 1. If not, the bidder will receive a score of 0.			
6.	Design and Implementation Critical Technical Requirements	Provide a project execution (management) plan for the design, supply, installation, testing and commissioning of a 100Gbps core switches upgrade infrastructure for SARAO including licensing and support for a period of five years	The evaluator will take the supplier's confirmation to this requirement as compliance, if they submit a project plan as stipulated. If not, the bidder will receive a score of 0 and fail the evaluation.			
7.	Five Years Support and Maintenance Requirements Critical Technical Requirements	An overview of the Support solution offered must be included as part of the supplier's response. Bidders must comply to the following minimum requirements for 5 years support and maintenance.				
7.1	Sites Support & Maintenance Requirements	Bidders must respond with a "Comply" in the response column. In so doing, the bidder confirms that they have offered a next business	The evaluator will take the bidder's confirmation to this requirement as compliance. No further information is required on the summary column. If			

		day replace service nationwide for the duration of the maintenance contract as part of their response.	the bidder does not respond Comply in the response column, they will receive a score of 0 and fail the evaluation.			
7.2	Software and firmware updates	Bidders must respond with a "Comply" in the response column. In so doing, the bidder confirms that they have included software updates for the duration of the maintenance contract as part of their response.	The evaluator will take the bidder's confirmation to this requirement as compliance. No further information is required on the summary column. If the bidder does not respond Comply in the response column, they will receive a score of 0 and fail the evaluation.			
7.3	Access to Technical Assistance Centre (TAC) Not critical (Refer to instruction 8)	Bidders must respond with a "Comply" in the response column. In so doing, the bidder confirms that they have included Access to the official OEM TAC for the duration of the maintenance contract as part of their response.	The evaluator will take the bidder's confirmation to this requirement as compliance. Further information is required on the summary column. If the bidder does not respond Comply in the response column, they will receive a score of 0.			
8.	Equipment Delivery (Lead Times) Not critical (Refer to instruction 8)	Bidders must indicate their expected lead time to deliver the equipment once the order is placed.	Bidders with lead times less than 12 weeks will receive a comply score. Bidders with lead times more than 16 weeks will receive a non-compliance. A score of 1 will be given to bidders that comply and 0 to bidders that do not comply.			

<p>9. Training</p>	<p>Critical Requirement</p>	<p>An overview of the training solution offered must be included as part of the bidder's response. Bidders are to explicitly confirm in the summary column that the minimum training requirements as stated in section 1.4 of the Technical requirements will be met. The appointed bidder must ensure that training is imparted professionally by qualified personnel. The appointed bidder shall provide the details and qualifications of the trainer, indicating at least 2 years of OEM Professional (or Higher) certification and evidence that he or she has implemented similar OEM installations at least 3 times in the last 5 to 10 years.</p>	<p>The evaluator will need to confirm whether formal training and certification as indicated in Section 1.4 of the Technical requirements is offered by the supplier as part of this proposal. The bidder will comply and get score of 1 if they offer the required training as part of their response. The bidder will receive a score of 0</p>			
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