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science, technology & innovation
Department:
Science, Technology and Innovation
REPUBLIC OF SOUTH AFRICA

SANSA
SOUTH AFRICAN NATIONAL SPACE AGENCY

BID NO: SO/097/10/2026

TENDER FOR THE PROVISION OF A 10G LAN PHY L1 TRANSPARENT WAVELENGTH CIRCUIT SERVICE AT SANSA HARTEBEESTHOEK FOR A PERIOD OF FIVE (5) YEARS

PROCUREMENT DOCUMENT

Issue Date: 16 OCTOBER 2026

Issued by:

South African National Space Agency

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

Closing date: 18 NOVEMBER 2026

Closing time: 11h00

Name of Bidder: . . . . . .

. . . .

. . . . . .

CSD Supplier Number (MA Number) . . . . . .

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PART T1: BIDDING PROCEDURES

T1.1 BID NOTICE AND INVITATION TO BID

You are hereby invited to bid for the requirements of SANSA

BID NUMBER: SO/097/10/2026 **CLOSING DATE:** 18 NOVEMBER 2026 **CLOSING TIME:** 11h00

DESCRIPTION: TENDER FOR THE PROVISION OF A 10G LAN PHY L1 TRANSPARENT WAVELENGTH CIRCUIT SERVICE AT SANSA HARTEBEESTHOEK FOR A PERIOD OF FIVE (5) YEARS

There will be no briefing session for this tender.

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

The following section outlines the process for online bid submission. Please note that for this tender, all bid documents must be submitted electronically via the eTender portal. There is no requirement to submit any physical documents in the tender box. Online submissions will close exactly at the specified closing date and time; late submissions will not be accepted by the system. Bidders must follow the steps below to complete their submission and are encouraged to read the guidance carefully to avoid any delays or disqualification.

GUIDE: HOW TO SUBMIT A RESPONSE ON THE E-TENDER PORTAL

- **Submit on E tender portal, following the below:**

1. (https://www.etenders.gov.za/)
2. Search/Click Browse Opportunities by organ of state (South African National Space Agency)/search by Tender reference number.
3. Click the + sign to expand the tender/ RFQ information.
4. Start the e submission process.
5. Supplier login
6. Use your CSD Credentials to Login. Contact CSD on (csd@treasury.gov.za) in case you forgot your login credentials. "My profile should show if you have logged in successfully".
7. Select supplier.
8. Check the submission checklist and attached the compulsory documents.
9. Confirm and proceed.

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If the application is not going through on the E-tender portal Contact:

eTender Contact Centre

+27(0)12 406 9222 / 012 406-9229 / 012 312-5000

etenders@treasury.gov.za

https://etenders.treasury.gov.za

Important Note:

Bidders are strongly advised to complete their electronic submissions at least one day before the closing date. This helps avoid last-minute technical issues that may arise due to slow internet, limited bandwidth, or large file uploads. Please do not wait until the final hour to submit your bid, as late submissions will not be accepted by the system

1. All bids must be submitted on the original forms **– (BIDDERS MUST NOT RE-TYPE THE BID DOCUMENT OR CONVERT FROM PDF FORMAT)**
2. This bid is subject to the General Conditions of Contract (GCC) and the special conditions of contract.
3. Bidders must also scan their proposals and submit a copy on a memory stick together with the technical proposal.

Bid Opening Procedure

There will be a public bid opening immediately after the closing time on **18 November 2026 @11h00**. As this is an online submission, there will be no physical opening of envelopes. Instead, the list of bidders will be downloaded from the eTender system and read out publicly.

Bidders are welcome to attend the opening at SANSA Space Operations (Space Operations office, Farm 502 JQ, Hartebeesthoek West Rand District) on the day of closing. Only the names of the bidders and their specific goals will be shared at this stage. The financial offers will not be accessed or opened during the public opening, as SANSA may only evaluate financial offers of bidders who achieve a minimum of **80 points** during the functionality evaluation.

The eTender system is designed to restrict access to financial information until the functionality evaluation has been completed. The results of the opening will be published on the SANSA website.

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

SANSA invites bidders to bid for the provision of 10G LAN PHY L1 transparent wavelength circuit service at SANSA Hartebeesthoek for a period of five(5) years.

Eligibility Criteria -:

1. Bidders must provide a fully completed and signed Bid Document.
2. Central Supplier Database (CSD) summary report – Bidders must ensure that they have successfully registered on the CSD at the time of submitting their bid with a complaint tax status– this does not apply to international bidders.
3. Bidders must have an ICASA electronics communications network services (ECNS/IECNS) valid license (Furnish copy ECNS/IECNS certificate).
4. Bidders must have an ICASA electronics communications services (ECS/IECS) valid license (Furnish copy ECS/IECS certificate).

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

Bid documents are obtainable for free from the SANSA Website (www.sansa.org.za), and the National Treasury e-tender portal (http://www.etenders.gov.za) after 09h00 from Friday 16 October 2026.

There will be no briefing session

The closing time for receipt of bids is **11h00 on the 18 November 2026.**

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

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

1. The Constitution guarantees citizens the right to privacy, including the right not to have the privacy of their communications infringed.

2. POPIA aims to promote the protection of privacy through the application of its guiding principles for the processing of personal information in a context-sensitive manner.

Committed to your Privacy

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

Purpose for Processing your Personal Information

4. SANSA collects, holds, uses and discloses your personal information mainly to provide you with access to its services. SANSA will only process your personal information for a purpose you would reasonably expect, including:

- Complying with any legal and regulatory requirements such as contract agreements, etc.
- Confirming, verifying and updating your details.
- Invoicing or paying you to ensure payment and tax compliance.

5. SANSA may collect your personal information which may include your first name and last name, company name and its registration number, identity numbers, email address, physical or postal address, other contact information, banking details, etc.

Consent to Disclose and Share your Personal Information

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

Request and Access to your Personal Information

7. Should you require further information on this or have any concerns about how your personal information is processed or used, you can contact SANSA's Information Officer: Mr Humbulani Mudau on popi_paia@sansa.org.za. (**PLEASE NOTE**: This email address is restricted to POPI and PAIA-related enquiries, not general enquiries about bids and tenders. Enquiries about bid and tenders should be sent to spaceops-scm@sansa.org.za).

8. You can request access to the personal information SANSA has on you at any time. If you think that SANSA has outdated information, you may request to update or correct it. You can also opt-out and request the removal of your personal information at any time. If there are any lawful reasons for requiring SANSA to retain any information, SANSA will advise so.

9. **PLEASE TAKE NOTE** that your personal information is securely hosted on infrastructure / system managed by SANSA. SANSA assures you that your information will not be shared for any marketing or promotional purposes without your consent.
10. SANSA will continue to manage, monitor, refine and develop policies, processes and systems. This will ensure that SANSA takes every practical and reasonable step(s) to ensure data protection, is in line with POPIA.

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(*FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE PARTICULARS BELOW MAY RESULT IN YOUR BID BEING DISQUALIFIED*)

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T1.2 BIDDER'S INFORMATION (SBD1)
PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL SACE AGENCY					
BID NUMBER:	SO/097/10/2026	CLOSING DATE:	18 NOVEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	TENDER FOR THE PROVISION OF A 10G LAN PHY L1 TRANSPARENT WAVELENGTH CIRCUIT SERVICE AT SANSA HARTEBEESTHOEK FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Bids must be submitted online on the e-tender platform, please see instructions on page 3-4 of this tender document.					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	SANSA SCM Department	CONTACT PERSON	SANSA SCM Department
TELEPHONE NUMBER	0123345000	TELEPHONE NUMBER	0123345000
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	spaceops-scm@sansa.org.za	E-MAIL ADDRESS	spaceops-scm@sansa.org.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g., company resolution)

DATE: ……..

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Names of Directors of the company

Name	Designation

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

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

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

Entity Name	
Postal address	
Street address	

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

Name and Surname	
Telephone number	
Cellular number	
Fax number	
Email address	

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

Name and Surname	
Telephone number	
Cellular number	
Fax number	
Email address	

Declaration:

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

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

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T1.3 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I, ..., chairperson of the board of directors of .....

....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20…, Mr/Ms ..... acting in the capacity of ....., was authorised to sign all documents in connection with this bid for and any contract resulting from it on behalf of the company.

As witnesses:

1. ..... Chairman : _____
2. ..... Date : _____

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ....hereby authorise Mr/Mrs ...., ... acting in the capacity of ....to sign all documents in connection with this bid and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

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C. Certificate for Joint Venture

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

This authorisation is evidenced by the attached power of Professional signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

D. Certificate for Sole Proprietor

I, ...hereby confirm that I am the sole owner of the business trading as .....

As witnesses:

1. ..... Signature: **Sole owner:** _____
2. ..... Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as .... hereby authorise Mr/Mrs ..... acting in the capacity of ....., to sign all documents in connection with this bid and any contract resulting from it on our behalf.

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NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the members upon whom rests the direction of the affairs of the Close Corporation.

T.2 Returnable documents

T2.1 List of returnable documents

Returnable Schedules required for bid evaluation purposes

The Bidder must complete the following returnable schedules as relevant:

- Bidder's Information (SBD1)
- Certificate of Authority of Signatory
- Standard Bidding Document (SBD) 4
- Standard Bidding Document (SBD) 6
- Special Conditions of Contract (SCC)
- General Conditions of Contract (GCC)
- Statement of Compliance to Scope of Work

Other documents required for bid evaluation purposes

The Bidder must submit the following returnable documents:

1. A fully completed and signed Bid Document.
2. Central Supplier Database (CSD) Registration Summary with a Compliant Tax status.
3. Bidders must have an ICASA electronics communications network services (ECNS/IECNS) valid license (Furnish copy ECNS/IECNS certificate).
4. Bidders must have an ICASA electronics communications services (ECS/IECS) valid license (Furnish copy ECS/IECS certificate).

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

- Pricing Schedule
- Offer portion of Form of Offer and Acceptance

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T3.1 BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……

……

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

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2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……

……

……

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for

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

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criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

B. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the **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

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includes all applicable taxes less all unconditional discounts;

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system)** (To be completed by the organ of state)	**Number of points claimed (80/20 system)** (To be completed by the tenderer)
51% black owned or	10	
40% black women owned or	6	
51% owned with Youth	4	
Total Points (Specific Goals)	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

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

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

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

……

……

science, technology & innovation
Department:
Science, Technology and Innovation
REPUBLIC OF SOUTH AFRICA

SANSA
SOUTH AFRICAN NATIONAL SPACE AGENCY

C1.1 PRICING SCHEDULE (TO BE ENCLOSED SEPARATELY ENVELOPE FROM THE BID DOCUMENT- THE ENVELOPE MUST BE CLEARLY MARKED: COMPANY NAME, BID NAME, NUMBER AND FINANCIAL OFFER)

Pricing Instructions

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

Description	Cost for Year 1 (Excl VAT) (Multiply by 12 months)	Cost for Year 2 (Excl VAT with escalations) (Multiply by 12 months)	Cost for Year 3 (Excl VAT with escalations) (Multiply by 12 months)	Cost for Year 4 (Excl VAT with escalations) (Multiply by 12 months)	Cost for Year 5 (Excl VAT with escalations) (Multiply by 12 months)
10G LAN PHY L1					
TOTAL AMOUNT (EXCL VAT) FOR 5 YEARS					
VAT (15%)					
TOTAL CONTRACT AMOUNT FOR 5 YEARS (INCL VAT) **(PLEASE CARRY FORWARD TO FORM OF OFFER AND ACCEPTANCE C1.2)**					

51% black ownership: **YES/NO**
40% black women owned: **YES/NO**
51% owned with Youth: **YES/NO**

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C1.2 FORM OF OFFER AND ACCEPTANCE (TO BE ENCLOSED SEPARATELY FROM THE BID DOCUMENT)

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the provision of 10G LAN PHY L1 transparent wavelength circuit service at SANSA Hartebeesthoek for a period of five(5) years. The Bidder, identified in the offer signature block, has examined the documents listed in the bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of bid.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX

……..……

……..……

……..Rand (in words);

R …… (in figures)

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

For the Bidder

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

Witness

Name	
Signature of witness	
Date	

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Acceptance

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

The terms of the contract, are contained in:

- Agreements and contract data, (which includes this agreement)
- Pricing data
- Scope of work

and drawings and documents or parts thereof, which may be incorporated.

The relevant SANSA official (whose details are given in the contract data) shall contact the Bidder to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, such requirements to be delivered within 21 (twenty one) days of the SANSA Official's request for same. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

For the Employer

Name of the organisation	
Signature	
Name	
Capacity	
Address of organisation	
Date	

Witness

Name	
Signature of witness	
Date	

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TERMS OF REFERENCE

Bid Number	SO/097/10/2026
Date Issued	16 October 2026
Project Name	**Provision of a 10G LAN PHY L1 Transparent Wavelength Circuit for SANSA Hartebeesthoek for a Period of five (5) Years**
Compulsory Briefing	No Briefing Session
Closing Date	18 November 2026
Closing Time	11:00

SANSA's Contact Details and Submission Information for Bid Offers
All bid offers must be submitted electronically via the National Treasury eTender Portal: https://www.etenders.gov.za

No physical delivery or submission of bid documents is required or permitted.
Do not deliver or post any documents to SANSA offices.

For any administrative queries, you may contact SANSA at:

Email: spaceops-scm@sansa.org.za

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PART C2: SCOPE OF WORK

1. INTRODUCTION

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

SANSA is inviting responses to this Request for Proposal (RFP), reference number SO/097/10/2026, to appoint a suitably qualified and experienced service provider for the provision, operation, and maintenance of a 10G LAN PHY L1 Transparent Wavelength Circuit Service at SANSA Hartebeesthoek Site for a period of five (5) years.

2. SPECIFICATION

2.1 10G LAN PHY L1 Transparent Wavelength Circuit

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

3. SCOPE OF WORK

The purpose of this bid/tender is to seek proposals from eligible service providers 10G LAN PHY L1 transparent wavelength circuit, between Hartebeesthoek and Teraco Isando, for a period of five (5) years.

3. TERMS OF REFERENCE

SANSA requires the services of an established and reputable telecommunications company to provide 10G LAN PHY L1 transparent wavelength circuit, between Hartebeesthoek and Teraco Isando, for a period of five (5) years.

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The 10G circuit must be, end-to-end, fully diverse from the existing 10G SEACOM route depicted in ***Figure 1*** below, with diversity on physical fiber infrastructure and entry into the sites and buildings.

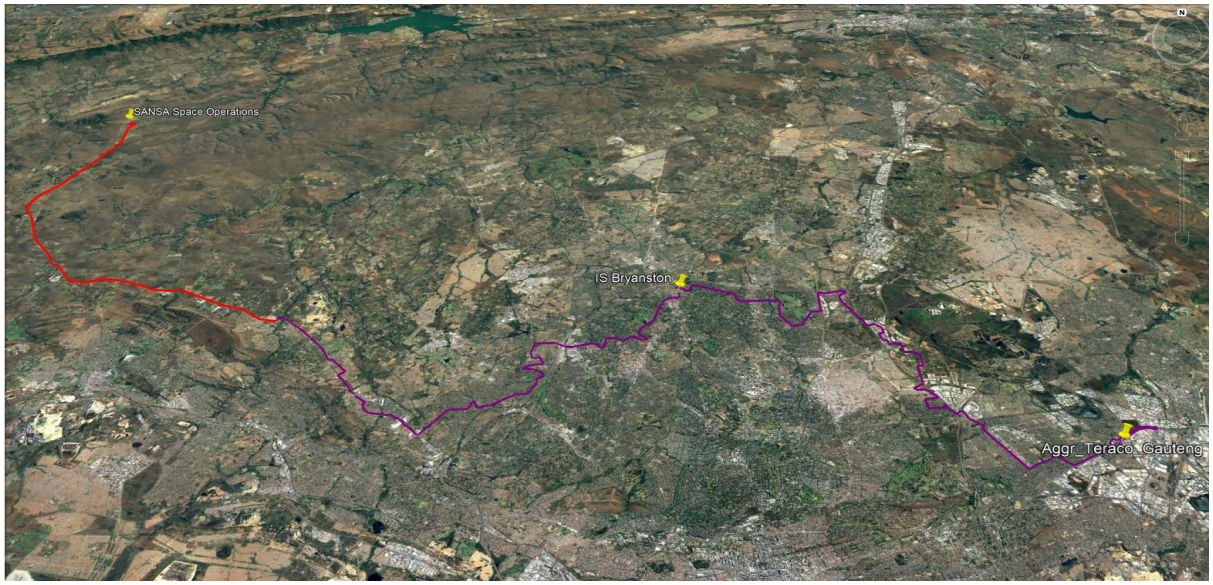

Figure 1 - Existing SEACOM Route

The proposed route from SANSA Space Operations must turn left into R400 towards Broederstroom, and end in Teraco Isando. ***Figure 2*** *below* illustrates possible route however

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bidders are allowed to propose their own route as long it stays diverse from the route shown in Figure 1.

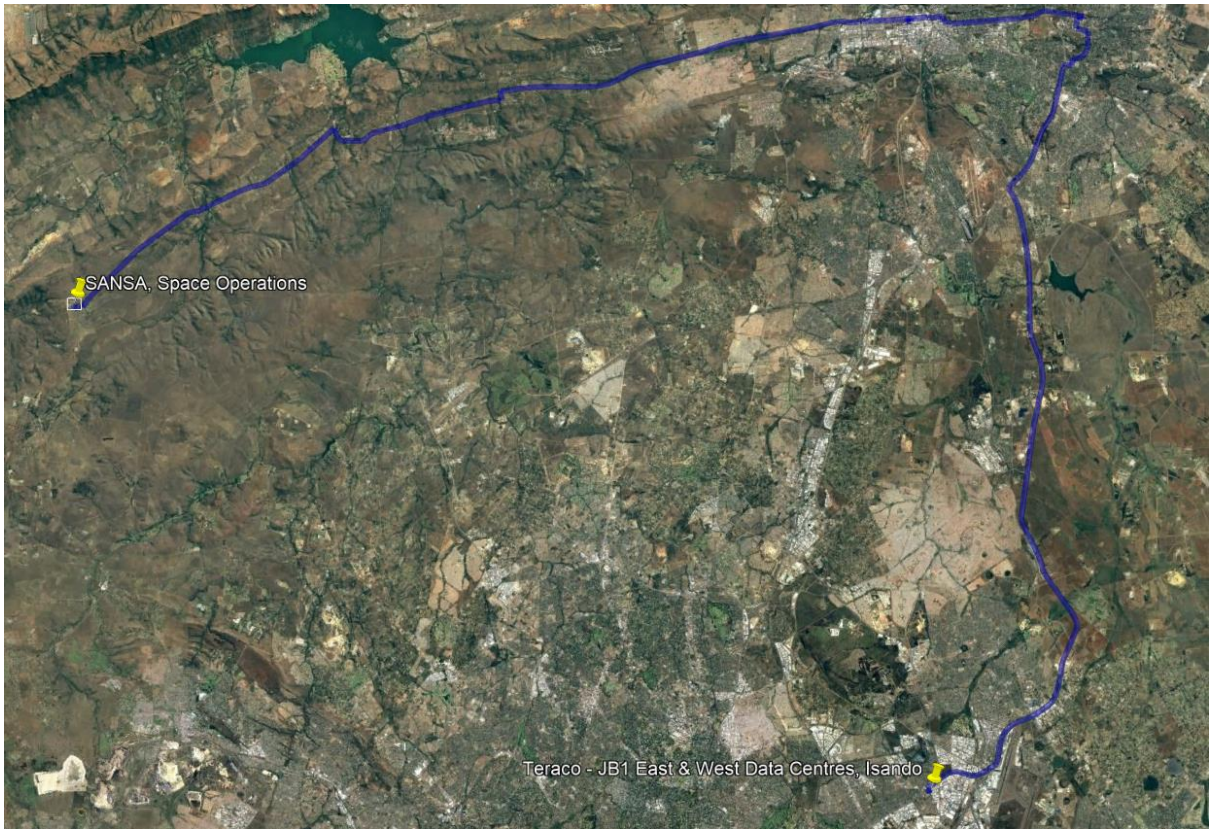

Figure 2 - Proposed Diverse Route

The circuit must be a 10G transparent Layer 1 wavelength that supports and/or allow jumbo frames, macsec, lldp and all other upper network layer protocols.

As part of circuit acceptance process provider must provide both RFC 2544 and BERT test reports. (Acceptable test report values below).

Circuit Test Report Acceptable Thresholds

An RFC 2544 by itself is necessary and sufficient if it contains the following acceptable values:

Key RFC 2544 Parameters	**Acceptable Values**
RTD Latency	This value in the RFC report must match or be lower than 50ms.
Max throughput (at full load)	99.9%
Frame Loss (0%)	0%
Standard duration of Test	Between 15 to 30 minutes.

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If an RFC 2544 test report is not available or cannot be provided due to test instrument limitations (older instrument models) then Provider must submit an EtherBERT test report with the following acceptable:

Key EtherBERT Parameters	Acceptable Values
Max throughput (at full load)	99.9%
Frame Loss	0%
Standard duration of Test	24 hours

Note:

- EtherBERT test report alone is not sufficient documentation for circuit acceptance, it must be accompanied by the iperf test report.
- EtherBERT test does not provide RTD/latency result hence if the EtherBERT is accepted from the provider, the circuit can only be accepted if it passes Iperf tests (Iperf will test for jumbo frames and latency)

Acceptable Test report Format:

Providers should submit a PDF output of the raw test data from the test equipment. Screenshots in word documents and PowerPoints/slides will not be accepted.

The circuit shall be delivered as per proposed route, ***Figure 2*** and provider will provide KMZ file and an end-to-end circuit diagram detailing all active equipment's.

Maintenance services

The service provider shall offer to SANSA the service level agreement to cater for the four primary objectives in providing maintenance services for the 10G LAN PHY L1 transparent wavelength circuit. These are to ensure that:

i. the uptime/availability of the circuit, measured over each calendar month for the full duration of this Agreement, is not less than 99.2%; and
ii. Targeted Response Times are to ensure a maximum of 4 hours for services and/or network restore. MTTR <4 hours
iii. all faults which cause (or are likely to cause) traffic interruption or disruption receive immediate attention and are all corrected as soon as possible and in every event within the restoration time.
iv. there shall be a rebate schedule showing availability guarantees and penalties where the service falls below the agreed measurement in a month or year. Rebate=10% of annual rental will be refunded to SANSA if Maximum Accumulated Downtime is more than 2800minutes/year.

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PREMISES WHERE SERVICES ARE TO BE RENDERED

SITE-A Details:

Space Operations, Hartebeeshoek

Farm No 502JQ,

Hartebeesthoek,

District Krugersdorp

GPS S25 53 15.7, E27 42 43.2

SITE-B Details:

Teraco - JB1, Isando Campus, Johannesburg

5 Brewery Street, Isando,

Isando,

South Africa 1600

GPS -26.138000, 28.198020

Contract Management:

The contract will be for a period of five (5) years. SANSA reserves the right to terminate the contract based on the need analysis and the performance of the Service Provider.

Non-compliance with conditions and delay in execution

Should the contractor fail to comply with any of the conditions of the contract, SANSA has the right, without prejudicing any of its other rights, to cancel the contract and appoint the next highest bidder.

4. Mandatory award criteria

Bidders must submit the following documentations: SANSA will not award the contract to any bidder who does not comply with the following documentations and will at its discretion appoint next highest scoring bidder:

a. Bidders must provide a fully completed and signed Bid Document.
b. Central Supplier Database (CSD) summary report – Bidders must ensure that they have successfully registered on the CSD at the time of award their bid with a complaint tax status– this does not apply to international bidders.
c. Bidders must have an ICASA electronics communications network services (ECNS/IECNS) valid license (Furnish copy ECNS/IECNS certificate).
d. Bidders must have an ICASA electronics communications services (ECS/IECS) valid license (Furnish copy ECS/IECS certificate).

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PART C3: EVALUATION CRITERIA

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

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

The value of this bid is estimated to not exceed R50 000 000.00 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

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

- Firstly, the assessment of quality will be done in terms of the evaluation criteria (Table 1) and the minimum threshold of **80** points explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

- Thereafter, only the qualifying bids are evaluated in terms of the 80/20 preference points systems, where the 80 points will be used for price only and the 20 points will be awarded to a bidder for attaining the specific goals in accordance with the Table below.

Preference

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

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

The specific goals allocated points in terms of this Tender	**Proof of evidence**	**Maximum Number of points allocated (80/20 system)** (To be completed by the organ of state)	**Number of points claimed (80/20 system)** (To be completed by the tenderer)
51% black owned	CSD Report, CIPC registration, BEE and ID Copies	10	

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40% black women owned or	CSD Report, CIPC registration, BEE and ID Copies	6	
51% owned with Youth	CSD Report, CIPC registration, BEE and ID Copies	4	

Functionality/Quality:

Quality:

Scores will be tabulated to 100 points. Respondents must score **80 points** and over to be assessed on their financial offer and preference score.
The allocation of points for the evaluation of quality is set out in Table 2 below:

1. **Table 1: Functional Evaluation**

Criteria	**Maximum Points**
Service approach /Proposal	30
Tenderer's experience (Company)	50
Project Plan and Timelines	20
Total evaluation points for quality	**100**

Evaluation criteria 1: Service approach/proposal

- The proposal must respond to the proposed scope of work and outline the proposed approach /methodology and work plan. The proposal should articulate what the tenderer is offering to provide for the price tendered in the pricing data.
- The following should be provided as a minimum in the paper with headings for each to facilitate reviewing of the submission.
- The supplier should provide a detailed approach and methodology accompanied by quality management system and project execution plan.
- The supplier must have the necessary equipment, adequate technical systems and understanding of the process to be able to deal with all the challenges of the project of this magnitude.
- The CV's of all the personnel to be involved with SANSA during the contract period must be attached including proof of their experience by means of certified testimonials/certificates of service from previous employers. Any changes to the personnel allocated for duty in terms of this contract must be communicated to SANSA Space Operations for approval (together with CV's of such new personnel) at least 48 hours before taking effect.

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The scoring of the proposed methodology paper will be as follows:

	Service approach/proposal
Poor **(score 0)**	The technical approach, methodology and/or work plan is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing.
Satisfactory **(score 15)**	The bidder has addressed some of the key requirements, but the approach remains generic and lacks specificity in critical areas for the project (quality management system, project execution plan, necessary equipment, adequate technical systems and understanding of the process to be able to deal with all the challenges of the project of this magnitude and The CV's of all the personnel to be involved with SANSA during the contract period must be attached including proof of their experience by means of certified testimonials/certificates of service from previous employers)
Very good **(score 30)**	The bidder has addressed all requirements and methodology presents innovative and efficient approaches that highlight outstanding knowledge of the project. (Bidders methodology addressed quality management system, project execution plan, necessary equipment, adequate technical systems and understanding of the process to be able to deal with all the challenges of the project of this magnitude and The CV's of all the personnel to be involved with SANSA during the contract period must be attached including proof of their experience by means of certified testimonials/certificates of service from previous employers)

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Evaluation criteria 2: Tenderer's experience (Company)

The tenderer should very briefly describe his or her relevant experience (telecommunication services) in this regard and attach signed/stamped letterhead reference letters
The scoring of the tenderer's experience will be as follows:

	Tenderer's experience (Company)
Poor **(score 0)**	Tenderer has provider less than 3 reference letters or nothing.
Satisfactory **(score 30)**	Tenderer has provided 3 reference letters of similar telecommunication services from different clients in the last 10 years.
Good **(score 40)**	Tenderer has provided 4 reference letters of similar telecommunication services from different clients in the last 10 years.
Very good **(score 50)**	Tenderer has provided 5 reference letters or more of similar telecommunication services from different clients in the last 10 years.

Evaluation criteria 3: Project Plan and Timelines

The tenderer should briefly describe project plan and timelines in this regard and attach this to this schedule. SANSA expect the project to be completed and ready for service within twelve(12) months from the receipt of official order.
The scoring of the project plan and timelines will be as follows:

	Project plan and timelines
Poor **(score 0)**	More than twelve(12) months or no submission
Satisfactory **(score 10)**	Tenderer has provided proposed work plan with timelines of more than six (6) months and less than twelve (12) months (Gantt chart).
Good **(score 20)**	Tenderer has provided a comprehensive, proposed workplan with timelines of six (6) months and less (Gantt chart).

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SANSA SPACE OPERATIONS OFFICES: Farm 502JQ, Hartebeesthoek, District of Krugersdorp

Signed _____ Date _____

Position

Name _____ _____

Bidder _____

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C4.1: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. INTERPRETATIONS

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

Words importing: -

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

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

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

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		orally, visually or in electronic format or by reason of inspection of documentation or by reason of access to SANSA's premises;
1.2.5.	" Contract Period"	Means the period commencing on the Commencement Date and once off.
1.2.6.	"Contract Price"	Refers to the total amount to be paid in terms of this Tender for the Services, calculated in accordance with and as detailed in the Pricing Schedule. This amount is a fully inclusive price, and includes *inter alia* all local and international taxes, VAT, import duties, tariffs, insurance, carriage and freight costs (where applicable);
1.2.7.	"Damage"	Refers to direct damages and any damages occasioned as a result of gross negligence and willful default, but excludes loss of revenue or profits or other indirect or consequential damages therefrom;
1.2.8.	"Employees"	Means the permanent and/or casual and/or part-time employees of the Tenderer employed or otherwise retained by the Tenderer under and in terms of this Agreement, the names and designations of which will be provided to SANSA upon request;
1.2.9.	"Good Industry Practice"	Means established practices, norms and standards in relation to the Services, using standards, practices, methods and procedures conforming to applicable law and exercising the requisite degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar

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undertaking under similar circumstances;

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

(a) any and all rights, privileges and priorities arising under the laws or treaties of the Republic of South Africa, any territory or possession thereof, any other country or political subdivision or territory thereof, relating to intellectual property, including patents, copyrights, trade names, trademarks, service marks, mask works, trade secrets, inventions, databases, names and logos, trade dress technology, know-how, and other proprietary information and licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement by any person relating to the

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foregoing;

(b) all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items except to the extent that they may be more specifically addressed in this Agreement; and

(c) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents

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

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

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		the Tenderer is bound;
1.2.13.	"Liability"	Means any legal or equitable obligation, debt, or duty to any person, including, but not limited to (i) obligations pursuant to any Government treaty or imposed by any judgment by a court or other body of competent jurisdiction, (ii) administrative costs, (iii) litigation costs, including, but not limited to, Professional fees on an Professional and own client scale, (iv) obligations that are the result of an accident or environmental incident, and (v) settlement payments;
1.2.14.	"Party" or "Parties"	Means collectively the parties to this Agreement being SANSA and the Tenderer;
1.2.15.	"Personnel"	Of a Party includes employees, agents, consultants, subcontractors, and other representatives of the Party, or personnel determined by the Parties from time to time to render the Services agreed hereto;
1.2.16.	"Premises"	means the SANSA premises where the Services are to be rendered by the Tenderer as indicated by the Tenderer in Part C3 above;
1.2.17.	"Pricing Schedule"	Means the schedule detailing breakdown of the method of calculation of the rates and disbursements applicable for the Services for the Contract Period, to be completed by the Tenderer at Part C1.2 of the Pricing Data subject to the Pricing Instructions and as provided for in Clause 0 below;
1.2.18.	"Responsible Authority"	Means a Municipality, any ministry of the National Government of South Africa, any organ of state, any official in public administration or other governmental or

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		regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question;
1.2.19.	"SANSA"	Means the South African National Space Agency, a juristic person established in terms of the South African National Space Agency Act 36 of 2008;
1.2.20.	"Services"	Means the service as provided for in clause below and listed in Part C 2 above;
1.2.21.	"Tender"	Means this Tender, Tender No. SO/097/10/2026 for the provision of 10G LAN PHY L1 transparent wavelength circuit service 'Tenderer" Means the person, natural or juristic, who has submitted an offer in response to this Tender whose details are specified on Bidder's Information, Part T1.2 above, and who is represented herein by the person authorized as the signatory in terms of the Certificate of Authority for Signatory;
1.2.22.	"Tenderer's Bank Account"	Means the current bank account registered in the name of the Tenderer, the details of which are specified on the Bidder's Information, Part T1.2 above; and
1.2.23.	"Tender Submission"	Means the Tenderer's tender submission in respect of the Tender.

1.3. Any reference in this Agreement to "date of signature hereof" shall be read as meaning a reference to the date of the last signature of this Agreement;

1.4. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;

1.5. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a

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Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

1.6. When figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1.7. Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions; and

1.8. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meanings ascribed to it for all purposes in terms of this Agreement, notwithstanding that, that term has not been defined in this interpretation clause.

PRECEDENCE In the event of any conflicts:

a. Between the Tender and the Tender Submission, the provisions of the Tender shall take preference and shall supersede the provisions of the Tender Submission;
b. Between the General Conditions of Contract and/or the Tender Submission on the one hand, and this Agreement on the other hand, the provisions of this Agreement take preference and shall supersede the provisions of the General Conditions of Contract and/or the Tender Submission, as the case may be.

SERVICES

a. The Tenderer agrees that upon appointment to perform the Services, it shall do so upon the terms and conditions set out below, as from the Commencement Date for the Contract Period, in exchange for the amounts as determined in accordance with the Pricing Schedule.
b. For the purpose of this Agreement, the Services being the subject hereof shall be those specifically listed in this Clause and Part C 2 above that the Tenderer has undertaken to render:
c. Strictly in accordance with and in a manner and to an extent not in conflict with any express obligation or standard provided for in this Agreement, or where there is no express obligation or standard imposed in terms of this Agreement, in a manner consistent with Good Industry Practice;
d. At its (the Tenderer's) own cost;
e. In accordance with the designated areas in the Premises as determined, where relevant, by SANSA's Key Personnel in writing from time to time;
f. In a manner that is not likely to be injurious to health or to cause damage to property; and

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g. In compliance with all Law, and shall be obliged to apply for and maintain, throughout the currency of this Agreement, such permits, consents, trading licenses, authorities and work permits as may from time to time be prescribed or required by Law for the purpose of enabling the Tenderer to render the Services lawfully.

h. The Tenderer shall not be relieved of any obligation, responsibility or liability under this Agreement by the appointment of a sub-contractor to carry out any of its obligations in terms of this Agreement, in which case the Tenderer shall remain liable to ensure that the sub-contractor complies with this Agreement.

PAYMENTS AND FEES

a. It is recorded that the consideration payable to the Tenderer by SANSA for the Services shall be calculated in accordance with the Pricing Schedule.

b. For the purposes of calculating and verifying the amount due and payable in terms of this Clause, the rendering of all Services is to be monitored by the SANSA's Key Personnel.

c. The Tenderer shall deliver a VAT invoice of amounts due and payable by SANSA in terms of this Agreement, to SANSA's Key Personnel at its domicilium.

d. SANSA shall be obliged to settle the amount due by direct deposit into the Tenderer's Bank Account within 30 (thirty) days of receipt of the invoice.

e. The Tenderer shall not be entitled to receive payment of any other consideration other than as specified in terms of this Clause and the Pricing Schedule.

f. No other amounts for fees or disbursements other than reflected here may be claimed by a Tenderer.

g. The Tenderer shall not be permitted to deviate from the specified fees in its Tender submission for the duration of the appointment on the panel.

DURATION

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

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CO-OPERATION

a. Each party shall co-operate fully with the other party and supply any information and support required to fulfil its obligations in terms of this and related matters.

b. The Parties shall be responsible for coordinating and engaging with each other, as appropriate and necessary, for the completion of the tasks designated pursuant to this Tender.

c. The Parties shall provide timely access to data to accomplish activities under this Tender.

d. The Parties agree that Services shall be rendered according to Good Industry Practice

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g. The Parties shall provide timely access to data to accomplish activities under this Tender.

h. The Parties agree that Services shall be rendered according to Good Industry Practice.

EMPLOYEE REQUIREMENTS

a. The Tenderer will employ Employees to render the Services in terms of this Tender. Such employees will include: -
   I. A sufficient number of qualified, experienced and efficient managers; and
   II. A sufficient number of appropriately qualified, properly trained and efficient employees

b. The Tenderer shall ensure that the number, skills and/or efficiency of its Employees are sufficient in order to ensure that the Services rendered by the Tenderer are up to the standards prescribed in terms of this Tender.

c. The Parties acknowledge that the Tenderer has included in its Tender Submission the details those Employees who shall be responsible for rendering the Services.

d. The Tenderer shall be entitled to make changes to those Employees who shall render the Services, upon written notice to SANSA at least 1 (one) month prior to such change accompanied by the new employees' curriculum vitae and proof of appropriate qualifications, the replacement employee's skills, experiences and knowledge to be commensurate with the employee being replaced. Provided that SANSA shall be entitled, in its sole discretion, to object

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to such replacement in which even the Tenderer shall be obliged to provide details of alternative replacements.

e. The Employees shall at all times be and remain the employees of The Tenderer. Notwithstanding the aforegoing, SANSA shall not be deemed to have accepted responsibility for the Tenderer's Employees if SANSA gives them any orders and/or instructions at any time (which it shall be entitled to do), provided such orders or instructions are in accordance with the provisions and terms of this Tender. The Tenderer shall procure that its Employees shall obey any such instructions and/or orders that do not conflict with this Tender.

f. The Tenderer undertakes to adhere to the terms of the Basic Conditions of Employment Act No. 75 of 1997 and the Labour Relations Act No 66 of 1995 insofar as it concerns its Employees.

g. The Tenderer shall ensure that its Employees are able to communicate in at least one of the official languages spoken in the Gauteng Province, to the reasonable satisfaction of SANSA.

h. The Tenderer and its Employees shall, at all times, comply with SANSA's policies and procedures as is required in the execution of the Tender.

WARRANTIES

a. The Tenderer warrants that
   i. It has obtained the passage of the necessary resolutions requisite to give effect to this Tender;
   ii. It has obtained all necessary licenses, permits or other authorizations required from the relevant Responsible Authority for the purposes of it executing its obligations in terms of this Tender;
   iii. No litigation, arbitration, investigation or administrative proceeding is in progress or is anticipated or threatened as at the Commencement Date, which is likely to have an adverse effect on the ability of the Tenderer to render the Services;
   iv. It is not subject to any obligation, the performance of which is likely to have a material adverse effect on its ability to render the Services;
   v. No proceeding or other step has been taken or threatened for the winding up or liquidation (whether voluntary, involuntary, provisional or final), or deregistration of the Tenderer, or for the appointment of a liquidator, business rescue practitioner or similar officer over it or any of its assets;
   vi. All information disclosed by or on behalf of the Tenderer at any time up to the Commencement Date, is true, complete and accurate in all material respects and the Tenderer is not aware of any material facts or circumstances not disclosed to SANSA that would, if disclosed, have an adverse effect on SANSA's decision to award this Tender to the Tenderer.

b. The Tenderer undertakes to submit any disputes relating to the aforementioned warranties as well as any damages of whatsoever nature suffered pursuant to a breach, whether perceived or actual, to the dispute resolution mechanism as detailed in clause below.

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REPORTING REQUIREMENTS

a) The Tenderer shall furnish a written report to SANSA's Key Personnel at its domicilium within 5 (five) working days of any of the following events:

i. Any encumbrance, lien or attachment imposed on any of the Tenderer's property and any seizure thereof that might have a material effect on the Tenderer's ability to render the Services.
ii. Any matter that may influence the validity of this Tender or any matter that constitutes or may contribute to a breach by the Tenderer of this Agreement, the circumstances thereof and possible results as viewed by the Tenderer.
iii. Any dispute between the Tenderer and its employees that may result in industrial action that may impact materially upon the rendering of the Services; and
iv. Any other factors that the Tenderer is aware of, that may impact materially upon the rendering of the Services or fulfillment of the terms and conditions of this Agreement.

Failure to submit any report as detailed in this clause 0 may be construed as breach of the terms of this Agreement, and SANSA is entitled, but not obliged, to proceed in terms of Clause 0 hereof.

INSURANCE

a. For the duration of the Contract Period, the Tenderer shall take out and thereafter maintain or procure the maintenance of the insurances against all risk of damage or loss relating to the Services, and in particular the Professional Indemnity Insurance and including to the satisfaction of SANSA, with the following additional provisions:
   i. The Tenderer must furnish SANSA's Key Personnel at its domicilium with 1 (one) month's written notice of its intention of cancellation, non-renewal or amendment to the insurance policy.
   ii. The Tenderer is obliged to furnish SANSA upon its written request, with a copy of the insurance policy referred to in Clause 4 above, any additional terms and conditions thereof, as well as the annual renewal thereof within 14 (fourteen) days of the request.
   iii. The Tenderer is to furnish SANSA with any other information or document relating to the insurance policy referred to in Clause 4 above, including proof of the premiums paid and payable and that the insurance is in full force and effect in accordance with this Agreement, within 14 (fourteen) working days of SANSA's written request.

b. The insurance premiums for the insurances referred to in this Agreement shall be for the account of the Party who bears the responsibility of taking out and maintaining the insurance.

c. In the event that the Tenderer is in breach of Clause 4 above, and in addition to any other remedies that SANSA may have in terms of this Agreement, SANSA may pay any premiums required to keep such insurance in full force and effect or itself procure such insurance and may in either case recover such amounts

from the Tenderer on written demand or by set off against any amounts due and payable by SANSA under this Agreement.

d. Neither Party to this Agreement may take any action or fail to take any action or insofar as is reasonably within its power, permit anything to occur in relation to it, that would entitle any insurer to refuse to pay any claim under any insurance policy in which that party is an insured, co-insured or additional insured person.

e. Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve the Tenderer of its liabilities and obligations under this Agreement.

CONFIDENTIALITY

a. The Tenderer will keep confidential and will not disclose to any person: –
   I. The details of this Agreement, the details of the negotiations leading to this Agreement, and the information handed over to it by SANSA during the course of negotiations, as well as the details of all the transactions or agreements contemplated in this Agreement; and
   II. All information relating to the business or the operations and affairs of SANSA, (hereinafter referred to as "Confidential Information").

b. The Tenderer further undertakes as follows:–
   I. Not to, directly or indirectly, detract from, expand on, amend, decompile, reverse engineer, use, exploit, permit use of, or exploitation of, confidential information in any other manner whatsoever or for any purpose whatsoever other than with the explicit written consent of SANSA and in accordance with the provisions of this Agreement;
   II. To treat any information, it is uncertain as to its nature as Confidential Information until
   III. To take reasonable security measures, at least as great as the precautions it takes to protect its own confidential or proprietary information, to keep the Confidential Information confidential.

c. SANSA may, in its sole discretion, require the Tenderer's Employees to sign a Non-Disclosure/Confidential Statement/Form and follow all provisions, restrictions, procedures, and policies commensurate to the tasks to be performed.

d. The Tenderer agrees to keep all Confidential Information and to disclose it only after obtaining prior written approval of SANSA's Key Personnel, and then only to its officers, directors, employees, consultants and professional advisors, who:
   I. Have a need to know (and then only to the extent that each such person has a need to know).
   II. Are aware that the Confidential Information should be kept confidential;
   III. Are aware of the Tenderer's undertaking in relation to such information in terms of this Agreement; and
   IV. Have been directed by the Tenderer to keep the confidential information

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confidential.

e. The Tenderer's obligations in relation to the maintenance and non-disclosure of Confidential Information in terms of this Agreement does not extend to information that:

I. Is or becomes public knowledge, otherwise than pursuant to a breach of this Agreement by the Tenderer or third party who disclosed such Confidential Information, but only to the extent that the Confidential Information has become public knowledge;

II. Is required by the provisions of any law, statute or regulation or during any court proceedings, or by the rules or regulations of any recognised stock exchange to be disclosed and subject to the provisions of this Agreement, the Tenderer has taken all reasonable steps to oppose or, prevent the disclosure of and to limit, as far as reasonably possible, the extent of such disclosure and has consulted with SANSA prior to making such disclosure; and

III. Is disclosed to SANSA in terms of this Agreement but, at the time of such disclosure such information is known to be in lawful possession or control of that party and not subject to an obligation of confidentiality.

NO DISPARAGEMENT AND USE OF NAME.

a. The Tenderer undertakes not to do anything that may disparage the good name of SANSA, and any such action or omission occasioned by the Tenderer or its employees, acting in the course and scope of their employment, will be deemed a breach of this Agreement.

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

LIMITATION OF LIABILITY

(a) Notwithstanding anything to the contrary herein contained, SANSA shall not be liable to the Tenderer or any other person, and the Tenderer shall likewise indemnify and keep SANSA indemnified, for any damages arising out of the death of or injury to an employee of the Tenderer or any of its agents, representatives or sub-contractors whilst such person is at the Premises or whilst using any equipment owned or operated by SANSA for the following:

I. As a direct result of the negligence, wilful act or wilful omission to act on the part of the Tenderer and/or any of its employees whilst they are acting in the course and scope of their employment;

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II. As a result of the information supplied by, or misrepresentations, acts and omissions, breaches of law, fraudulent acts or wilful default on the part of the Tenderer, the Tenderer's Personnel, or any third party under the control of the Tenderer;

III. Any claim for or in respect of the death or personal injury of any occupant or user of the Premises, whether legally or not;

IV. Any loss of or damage to property within the Premises save to the extent caused by the negligence, wilful act or omission of SANSA or any of its Personnel and

V. Any breach of any Law arising in connection with the Services, save to the extent caused by the wilful misconduct of SANSA or SANSA's breach of the terms of this Agreement.

b. Without derogating from the generality of a foregoing, the Tenderer hereby indemnifies SANSA and its employees, agents and contractors against losses, damages and expenses suffered by it in the circumstances set out in this Clause

SPECIAL CONDITIONS

a) Tenderers are not permitted to re-type forms or submit their own forms and are compelled to use the forms as provided.

b) SANSA reserves the right to invalidate the Tender Submission, upon the failure on the part of the Tenderer to sign the Tender forms and thus to acknowledge and accept the conditions in writing or to complete the Tender forms, questionnaires and specifications in all respects.

c) The submission of a Tender after the closing date and time will invalidate a bid, and SANSA shall return late Tender submissions unopened.

d) Bidders are requested to endorse their signature on every page of GCC and SCC.

e) SANSA reserves the right to conclude a Service Level Agreement (SLA) with the Bidder in order to monitor the efficient rendering of the Goods and Services under this Agreement.

f) In reviewing the SLA, SANSA reserves the right to review the rendering of the Goods and Services under this Agreement on intervals agreed upon and may terminate the services of the Bidder for non-performance and replace same with the next highest scoring bidder in agreement with said Bidder.

g) SANSA reserves the right to negotiate price with the recommended bidder (s).

h) SANSA will not follow up with Bidders for late submission of any outstanding

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documents.

i) The Tender proposals should be submitted with all required information containing technical information as well as price information.

j) Proof of specific goals must be submitted in order to qualify for preference points (specific goals). NOTE: Failure to adhere to this condition will invalidate points claimed

k) Proof of company registration must be submitted in the form of certified copies of the relevant registration documents.

l) The Bidder must inform SANSA should any of the proposed key information change in the duration of bid validity period and beyond

m) SANSA reserves the right to invite bidders to present their bid proposals (Presentations) or do site visit to the bidders' / bidders' referees' premises as part of evaluation process for final decision

n) A firm where any of the Board members, management or staff of SANSA is partner(s) or part-owner(s) will not be eligible for appointment (Independence and Objectivity – No conflict of interest).

o) Telephonic, telegraphic and e-mailed tender offers will not be accepted.

DECLARATION

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

a. confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

b. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.

c. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.

d. confirms that the contents of this questionnaire/forms (SBD 4) are within my personal knowledge and are to the best of my belief both true and correct.

e. accept that, in addition to cancellation of a contract, action may be taken against me should the Declaration prove to be false.

f. SANSA reserves the right to review the rendering of the Goods and Services under this agreement on intervals agreed upon and may terminate the services

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of the bidder for non-performance and replace same with the next highest scoring bidder in agreement with said bidder.

g. confirms that the percentage owned (table 1) refers to percentage of ownership by persons who are actively involved in and exercise control over the enterprise / company the bidder and that there is no fronting. Please note that fronting is a criminal offence under the Broad-Based Black Economic Empowerment (B-BBEE) Act. Individuals and companies involved in fronting practices can face severe penalties, including fines and imprisonment.

DISPUTE RESOLUTION

a. The Parties accept that disputes and differences may arise between the Parties during the course of this Agreement.

b. If any dispute or difference of any kind whatsoever arises between Parties arising out of the contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

c. If, after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either Party may give notice to the other party of his intention to commence with mediation or arbitration.

d. No mediation or arbitration may be commenced unless such notice is given to the other party.

e. The arbitration shall be held at a mutually agreed venue by the Parties;

   I. on the basis that the proper law of the agreement contained in this clause and of the contract in which this clause is contained shall be the law of the Republic of South Africa;
   II. with only the legal and other representatives of the Parties to the dispute present thereat;
   III. in terms of the Arbitration Act, No 42 of 1965 (as amended), it being the intention that the arbitration shall be held and completed as soon as possible.

f. The arbitrator shall be, if the matter in dispute is principally:-

   I. a legal matter, a practicing advocate or Professional of at least ten (10) years' standing;
   II. an accounting matter, a practicing-chartered accountant of at least ten (10) years' standing;
   III. any other matter, an independent person, agreed upon between the Parties to the dispute.

g. Should the Parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within seven (7) days after arbitration was demanded, the matter shall be deemed to be a legal matter.

h. Should the Parties fail to agree on an arbitrator within fourteen (14) days after giving of notice in terms of clause above, the arbitrator shall be appointed at

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the request of either party to the dispute by the Arbitration Foundation of South Africa (AFSA).

i. The arbitrator shall have the power to fix all procedural rules for the holding of the arbitration, including discretionary powers to make orders as to any matters which he may consider proper in the circumstances of the case with regard to submissions, pleadings, discovery, inspection of documents, examination of witnesses and any other matter relating to the conduct of the arbitration. The arbitrator may receive and act on all such evidence, whether oral or written, strictly admissible or not, as he in his discretion may deem fit. Unless the arbitrator otherwise expressly directs, the arbitration shall be conducted according to the procedures laid down by the Uniform Rules of the High Court of South Africa as amended and adapted by any special rules or practices applicable in the North Gauteng High Court, Pretoria.

j. The award of the arbitrator shall be final and binding upon all the Parties to the dispute (who hereby agree to carry out the award). The Parties hereby exclude all rights of appeal which might otherwise be conferred on them by law but give each other right to review the decision of the Arbitrator.

k. The arbitrator's award may be made an order of any court of competent jurisdiction including, for the avoidance of doubt, any court which is authorised to make such an order by virtue of any treaty or legislation relating to the reciprocal enforcement of foreign arbitral awards or judgments.

l. The Parties agree to keep the arbitration including the subject-matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose same to anyone except for the purposes of the arbitration proceedings in terms of this clause, any review thereof and obtaining an order in terms of sub-clause 10 above.

m. The provisions of this clause: -

I. Constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by such provisions;

II. Constitute a separate agreement, severable from the rest of this agreement and shall remain in effect despite determination of or invalidity for any reason of this agreement.

n. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

LITIGATION

a. Save as provided herein, neither party shall be entitled to institute any legal proceedings against the other in connection with any dispute to this Agreement, unless and until such dispute has been submitted to resolution by mutual consultation, mediation or by arbitration as provided for in Clause 0 above and such mutual consultation, mediation, or arbitration has been concluded, and then only to the extent that such legal proceedings are not otherwise prohibited in accordance with

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the provisions of this Agreement.

b. Notwithstanding any reference to mediation and/or court proceedings herein, the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

DOMICILIUM AND NOTICES

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

SANSA

For attention: The Chief Executive Officer

At physical address: Enterprise Building,
Mark Shuttleworth Street,
Innovation Hub, Pretoria

Telefax: 012 844 5000

E-mail: zmalgas@sansa.org.za

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

b. Each of the Parties, by written notice to the other party 2 (two) months prior to such change, shall be entitled from time to time to vary its domicilium to any other address within South Africa, provided that such address may not be a poste restante, or, in the Tenderer's case, a post office box.

c. Any notice given and any communication or payment made by either Party to the other ("the addressee") which:–

d. Is delivered by hand or faxed by facsimile transmission during the normal business hours of the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery or on the first business day after the date of facsimile transmission.

e. Is posted by prepaid registered post from an address within South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the 7th (seventh) day after the date of posting

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INTELLECTUAL PROPERTY

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

ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

a. No data message (as defined in the Electronic Communications and Transactions Act, 25 of 2002), including an e-mail, SMS, and recorded voice message, sent by one Party to the other, shall amend this Agreement, or the rights and duties of the parties in any manner, unless such data message is reduced to paper and signed by both parties or their duly authorized signatories.

b. Data messages (as defined above) sent by one Party to the other shall be deemed to be received by such other Party only when it responds thereto, and for purposes of this clause an auto-response shall not be a response.

c. Legal notices and/or disclaimers linked to, accessible from or attached to a data message (as defined above) sent by one Party to the Other shall be deemed part of this Agreement and shall override and replace any such notices or disclaimers linked to, accessible from or attached to any data message sent by the other Party in a return message.

RELATIONSHIP OF THE PARTIES

a. Nothing in this Agreement shall be construed as creating the relationship of employee and employer between the Tenderer or any of its employees, and SANSA. Neither the Tenderer nor any of its employees shall at any time be or become an agent or representative of SANSA nor shall the Tenderer or any of its employees hold itself out as such nor shall the Tenderer or any of its employees be entitled to any of the benefits provided by SANSA to any of its officers and employees.

b. This Agreement shall not give rise to any joint venture or partnerships between the Parties and neither Party shall hold itself out as a partner of the other.

c. The Tenderer confirms that none of its directors, shareholders, employees or other related parties, are employed by SANSA or any other organ of state (as defined in the Constitution of the Republic of South Africa, Act 108 of 1996).

LIMITATION OF EMPLOYMENT

a. Neither party shall appoint, employ or in any way whatsoever obtain the services of the other party's Personnel, unless specifically so agreed to by the other party in writing.

b. This clause will remain in force until twelve (12) months after the termination of this

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Agreement mutually, by expiration or by default.

NO DISPARAGEMENT AND USE OF NAME.

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

TAXES AND DUTIES

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

FORCE MAJEURE

a. For the purpose of this Agreement, force majeure shall mean war, fire, flood, explosion, lightning, storm, earthquake, riots, insurrection or other Act of God.
b. Neither Party shall be responsible to the other for delay nor is failure in performance of any of the obligations imposed by this Agreement, if and to the extent that such delay or non-performance occasioned by force majeure.
c. Upon any of these events happening, both Parties shall do everything in their power to mitigate the consequences of such an event and establish restitution of the rights and obligations under this Agreement as soon as possible.
d. The Party claiming relief shall serve written notice on the other Party within 3 (three) working days of the event of force majeure, containing all such relevant information as may be available, including the effect of the event of force majeure on the ability of the Party to perform, actions being taken in terms of Clause c above, the date of the occurrence of the event of force majeure, and an estimation of the time period required to overcome it and/or its effects. The Party claiming relief shall furnish the other Party with any further information as and when it comes to their attention.
e. If restitution cannot be or can only partly be restored, the Parties shall endeavour to agree to suitable and equitable modifications to this Agreement that may or may not include the termination of this Agreement.

GENERAL PROVISIONS

a. The Tender Document and Tender Submission contains the entire agreement between the Parties, and SANSA shall not be bound by any representations, warranties, undertakings, promises or the like (whether or not made by the Tenderer, its agents or servants) which are not recorded herein. No alteration, variation or cancellation by agreement of, addition or amendment to, or deletion from this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties. In the event of any conflicts between the Tender Documents (including this SCC) and the Tender Submission, the Tender Documents shall take preference and shall supersede the provisions of the Tender Submission.

b. No indulgence, extension of time, relaxation or latitude shown, granted or allowed by SANSA to the Tenderer shall constitute a waiver by SANSA of any of its rights and SANSA shall not be prejudiced or estopped from exercising any of its rights against the Tenderer which may have arisen in the past or which may

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arise in the future.

c. The Tenderer consents to the jurisdiction of the Magistrate Courts of South Africa in respect of any action or proceedings which may be brought against it by SANSA or brought by it against SANSA; provided that SANSA shall be entitled to bring proceedings in any other Court if it so elects.

d. All notices, consents, advice or other communication between the Parties to the other of them shall be in writing, and unless in writing shall be deemed not to have been given or made.

e. If any term of this Tender Document should be held to be invalid, unenforceable or unlawful, then such term shall be severable from the balance of this Tender Document and be treated as pro non script without invalidating or affecting the enforceability of the remaining provisions, and the remaining terms of this Tender Document shall continue in full force and effect.

f. All supporting documentation and submitted with the response will become SANSA's property unless otherwise stated by the Tenderer at the time of submission.

g. All information provided by the Tenderer is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported, which on receipt of such report by either party may result in the immediate termination of this agreement.

h. All costs incurred in the preparation of a response or any activity pursuant thereto shall be for the account of the Tenderer. All supporting documentation and submitted with the response will become SANSA's property unless otherwise stated by the Tenderer at the time of submission.

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C4.2: GENERAL CONDITIONS OF CONTRACT (GCC)

National Treasury July 2010

NOTES

Purpose:

The purpose of this document is to:

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

Singular / plural

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

Integral part

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special conditions of contract

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

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1. Definitions

The following terms shall be interpreted as indicated:

1.1. "Closing time"	Means the date and hour specified in the bidding documents for the receipt of bids.
1.2. "Contract"	Means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3. "Contract price"	Means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4. "Corrupt practice"	Means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5. "Countervailing duties"	Are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6. "Country of origin"	Means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, Process 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

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and a valid receipt is obtained.

1.11. "Dumping"	Occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12. "Force majeure"	Means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13. "Fraudulent practice"	Means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14. "GCC"	Means 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 provided that 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

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bidding documents.

1.21. "Purchaser"	Means the organization purchasing the goods.
1.22. "Republic"	Means the Republic of South Africa.
1.23. "SCC"	Means the Special Conditions of Contract.
1.24. "Services"	Means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25. "Written" or "in writing"	Means handwritten in ink or any form of electronic or mechanical writing.

2. 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.

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. With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from **www.treasury.gov.za**

4. Standards

4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

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 to any such employed person shall be made

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in confidence and shall extend only so 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.

6. 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.

7. Performance security

7.1. Within thirty (30) days 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:

a) a 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
b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than 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.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

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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 Department or an organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are 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 shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

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10. Delivery and documents

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 to be submitted by the supplier are specified in SCC.

11. 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.

12. Transportation

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. 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:

a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
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
d) Training of the purchaser's personnel, at the supplier's plant and/or on-site, 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.

14. Spare parts

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

a) 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

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obligations under the contract; and

b) In the event of termination of production of the spare parts:

i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 such remedial actions 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.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. 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.

18. Contract amendments

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.

19. 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.

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20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts 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.

21. Delays in the 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 Obtain 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.

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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.

22. 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.

23. 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:

a) 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;

b) If the Supplier fails to perform any other obligation(s) under the contract; or

c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may

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impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / 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 Officer / 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:

I. The name and address of the supplier and / or person restricted by the purchaser;
II. The date of commencement of the restriction
III. The period of restriction; and
IV. The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Bid 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 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.

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping 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

25. 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.

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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.

26. 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.

27. 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,

I. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
II. The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

I. 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

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damages to the purchaser; and

II. 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

29. 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.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. 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.

32. 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 SANSA must be in possession of a CSD report with a tax compliant status, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) 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.

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34. 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.

---------- **END** ----------