BID NO: SE/004/11/2026

APPOINTMENT OF A SERVICE PROVIDER FOR THE UPGRADE OF THE THERMAL VACUUM CHAMBER TEST FACILITY AT HOUWTEQ AIT FACILITIES

PROCUREMENT DOCUMENT

Issue Date: 19 November 2026

Issued by:

South African National Space Agency (SANSA)

Council for Scientific and Industrial Research [CSIR]
Building 10, Meiring Naudé Road
Brummeria
Pretoria

Briefing date: 04 December 2026 at 10:00

Closing date: 12 January 2027

Closing time: 11h00

Name of Bidder: . . . . . .

. . . . . .

. . . . . .

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

CIDB (CRS Number) . . . . . .

CONTENTS

THE BID

Part T1: Bidding procedures

T1.1 Bid notice and invitation to Bid

T1.2 Bidder's Information (SBD 1)

T1.3 Certificate of Authority of Signatory

T1.4 Record of Addenda to Tender Documents

T1.5 Compulsory Enterprise Questionnaire

Part T2: Returnable Documents

T2.1 List of returnable documents (Evaluation)

T2.2 List of returnable documents (Evaluation and Contract)

Part T3: Standard Bidding Documents (SBD Forms)

T3.1 SBD 4

T3.2 SBD 6.1

THE CONTRACT

Part C1: Pricing Data

C1.1 Pricing Instructions

C1.1.1 CONDITIONS OF TENDER

C1.1.2 PRINCIPAL BUILDING AGREEMENT CONTRACT DATA (Form of offer and acceptance)

C1.1.3 PRINCIPAL BUILDING AGREEMENT (Educational Copy only. Formal JBCC to follow)

C1.1.4 JBCC GENERAL PRELIMINARIES

Part C2: Scope of work

C2 Scope of work

Part C3: Evaluation Criteria

C3 Evaluation Criteria

Part C4: Agreements and Contract Data

C4.1 Contract Data

C4.1 Special Conditions of Contract (SCC)

C4.2 Joint Building Contracts Committee (JBCC)

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: SE/004/11/2026 **CLOSING DATE:** 12 January 2027 **CLOSING TIME:** 11h00

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE UPGRADE OF THE THERMAL VACUUM CHAMBER TEST FACILITY AT HOUWTEQ AIT FACILITIES

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.

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 12 January 2027 at 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 Head Office (Pretoria, Building 10 CSIR Campus) on the day of closing. Only the names of the bidders and their specific goals will be shared at this stage.

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.

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

SANSA invites bidders to bid for the appointment of a service provider for the Upgrade of the Thermal Vacuum Chamber Test Facility at Houwteq AIT facilities

Eligibility Criteria -:

1. Compulsory Briefing session attendance on site at Houwteq AIT facility.
2. Bidders shall have a letter of Good Standing (i.e. Insurance or COIDA)
3. The bidder must hold a valid CIDB contractor grading designation of 6ME or higher in the Mechanical Engineering Works class.
4. If the total bid price of the bidder is more than R20 000 000,00 including all taxes, bidder must include minimum of 15% sub-contracting to businesses that are 51% or more black owned. The Bidder shall submit confirmation to subcontracting in a form of a letter indicating:
    - **Identified subcontractor(s).**
    - **Subcontracted work package.**
    - **Percentage allocation.**
    - **Proof of black ownership**.
    - **Signed undertaking**.
    - **Confirmation that the bid price is in excess of R20 000 000,00**.
      Note: The confirmation letter is however not required for bids that are less than R 20 000 000,00.
5. The Bidder shall have as one of the project team members, an ECSA registered Professional Engineer. The Bidder to submit a valid and current ECSA registration 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 Thursday, 19 November 2026.

Compulsory Briefing session: 04 December 2026 at **11h00** at Houwteq Campus, High Rising Road, Haasvlakte, Grabouw, Western Cape, South Africa

The closing time for receipt of bids is **11h00** on the **12 January 2027.**

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

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

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

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

Committed to your Privacy

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

Purpose for Processing your Personal Information

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

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

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

Consent to Disclose and Share your Personal Information

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

Request and Access to your Personal Information

7. Should you require further information on this or have any concerns about how your personal information is processed or used, you can contact SANSA on popi_paia@sansa.org.za. (**PLEASE NOTE:** This email address is restricted to POPI and PAIA-related enquiries, not general enquiries about bids and tenders. Enquiries about bid and tenders should be sent to 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
***AILURE TO PROVIDE / OR COMPLY WITH ANY OF THE PARTICULARS BELOW MAY RESULT IN YOUR BID BEING DISQUALIFIED*)**

T1.2 BIDDER'S INFORMATION (SBD1)

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL SACE AGENCY

BID NUMBER:	SE/004/11/2026	CLOSING DATE:	12 January 2027	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE UPGRADE OF THE THERMAL VACUUM CHAMBER TEST FACILITY AT HOUWTEQ AIT FACILITIES				

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	CONTACT PERSON	SANSA Space Engineering
TELEPHONE NUMBER	012 844 0500	TELEPHONE NUMBER	012 844 0500
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	scm@sansa.org.za	E-MAIL ADDRESS	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.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE CIDB STANDARD FOR UNIFORMITY IN STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS (AUGUST 2019), PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE JBCC PBA ED 6.2 MAY 2018 (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……..

Names of Directors of the company

Name	Designation

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

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

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

Entity Name	
Postal address	
Street address	

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

Name and Surname	
Telephone number	
Cellular number	
Fax number	
Email address	

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

Name and Surname	
Telephone number	
Cellular number	
Fax number	
Email address	

Declaration:

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

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

T1.3 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

A. Certificate for Company

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

C. Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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

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

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

T1.4 Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Bidder			

T1.5 Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

Name*	**Identity number***	**Personal income tax number***

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

i) authorizes the employer to verify the bidder's tax compliance status from the South African Revenue Services that it is in order;
ii) confirms that the 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;
iii) 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;
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

T.2 Returnable documents

T2.1 List of returnable documents

Returnable Schedules required for bid evaluation purposes
The Bidder must complete and /sign the following returnable schedules as relevant:

- Bidder's Information (SBD1)
- Certificate of Authority of Signatory
- Record of Addenda to Tender Documents
- Compulsory Enterprise Questionnaire
- Standard Bidding Document (SBD) 4
- Standard Bidding Document (SBD) 6
- Special Conditions of Contract (SCC)
- JBCC PBA ED 6.2 MAY 2018 contract data

- **Eligibility Criteria:**
  - Bidders must provide a fully completed and signed Bid Document.
  - Central Supplier Database (CSD) summary report – Bidders must ensure that they have successfully registered on the CSD at the time of award their bid with a complaint tax status– this does not apply to international bidders.
  - Compulsory Briefing session attendance on site at Houwteq AIT facility.
  - Bidders shall have a letter of Good Standing (i.e. Insurance or COIDA)
  - The bidder must hold a valid CIDB contractor grading designation of 6ME or higher in the Mechanical Engineering Works class.
  - If the total bid price of the bidder is more than R20 000 000,00 including all taxes, bidder must include minimum of 15% sub-contracting to businesses that are 51% or more black owned. The Bidder shall submit confirmation to subcontracting in a form of a letter indicating:
    - **Identified subcontractor(s).**
    - **Subcontracted work package.**
    - **Percentage allocation.**
    - **Proof of black ownership**.
    - **Signed undertaking**.

  - The Bidder shall have as one of the project team members, an ECSA registered professional engineer. The Bidder to submit a valid and current ECSA registration certificate.

- **Compliance with Specification, mandatory documents and technical:**
  - Evaluation Criteria 1: Project Experience
  - Evaluation Criteria 2: Project Team
  - Evaluation Criteria 3: Project Methodology and schedule
  - Evaluation Criteria 4: Financial Resources
  - Evaluation Criteria 5: SHE Management plan

Other documents required for tender evaluation purposes

- Specific Goal proof
- Financial statements prepared in accordance with Generally Accepted Accounting Practice (GAAP) or the International Financial Reporting Standard (IFRS) for the preceding financial year within 6 months of the financial year end

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

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

PART T3: STANDARD BIDDING DOCUMENTS (SBD FORMS)

T3.1 BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……

……

……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

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

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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.

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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 (90/10 system)** (To be completed by the Organ of state)	**Number of points allocated (80/20 system)** (To be completed by the organ of state)	**Number of points claimed (90/10 system)** (To be completed by the tenderer)	**Number of points claimed (80/20 system)** (To be completed by the tenderer)
51% black owned	5	10		
40% black women owned	3	6		
51% Black youth	2	4		
Total Points (Specific Goals)	**10**	**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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

PART C.1 PRICING DATA

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

C1.1 Pricing Instructions

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

C1.2 PRICING SCHEDULE/BILL OF QUANTITIES

DESCRIPTION	Total Amount (EXCL VAT)
Stage 1	
Stage 2	
Stage 3	
Thermal Vacuum test facility upgrade	
Any additional items	
TOTAL CONTRACT AMOUNT (EXCLUDING VAT)	
VAT (15%)	
TOTAL CONTRACT AMOUNT (INCLUDING VAT)	

Black Ownership (%): ……
Black women ownership (%): ……
Black Youth (%): ……

C1.3 FORM OF OFFER AND ACCEPTANCE

Offer

SANSA, identified in the acceptance signature block, has solicited offers to enter into a contract for **the appointment of a service provider for the Upgrade of the Thermal Vacuum Chamber Test Facility at Houwteq AIT facilities.** The Bidder, identified in the offer signature block, has examined the documents listed in the bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of bid.

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

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

……

……

……Rand (in words);

R …… (in figures)

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

For the Bidder

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

Witness

Name	
Signature of witness	
Date	

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

For SANSA

Name of the organisation	
Signature	
Name	
Capacity	
Address of organisation	
Date	

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

Witness

Name	
Signature of witness	
Date	

Schedule of Deviations

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

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

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

TERMS OF REFERENCE

Bid Number	SE/004/11/2026
Date Issued	19 November 2026
Project Name	Appointment of a service provider for the Upgrade of the Thermal Vacuum Chamber Test Facility at Houwteq AIT facilities
Compulsory Briefing	04 December 2026 at 11:00 at Houwteq Campus, High Rising Road, Haasvlakte, Grabouw, Western Cape, South Africa
Closing Date	12 January 2027
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: scm@sansa.org.za

PART C2: SCOPE OF WORK

1. INTRODUCTION

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

SANSA is inviting responses to this Request for Proposal (RFP), reference number SO/004/11/2026, for the appointment of a service provider for the Upgrade of the Thermal Vacuum Chamber Test Facility at Houwteq AIT facilities.

2. BACKGROUND

The Houwteq Thermal Vacuum Test Facility has been established as part of a previous era of space technology development in South Africa in 1985. The facility is currently in an inoperable and due to aging parts and support for this high-powered facility, mostly unrepairable/unmaintainable. This DSTI/SANSA project aims to upgrade Houwteq Thermal Vacuum Test Facility to a state with which the national space industry could professionally address the future growing needs for development testing, qualification and at times acceptance of primarily space equipment and systems.

SANSA invites service providers to respond to this tender proposal, reference number SE/001/08/2025, with the intention to appoint a suitably qualified and experienced service provider to execute the below Statement of Works.

3. SCOPE OF WORK

SANSA requires a contractor to conduct site preparation, project management, quality assurance, and ensuring that the Thermal Vacuum Test Facility meets the stated upgrade requirements below. The following section outlines the principles to be followed by the appointed contractor:

a) The Thermal Vacuum Test Facility must be capable of providing all the specified minimum requirements (refer to paragraph 3.4) and be installed in such a way as to fully enable the prescribed test functions and procedures by trained operators.

b) It is critically important for all SHEQ aspects on this project to be in line with and comply to standard requirements for such a system as well as the SHEQ policies, procedures and processes of Denel Industrial Properties and SANSA.

c) Manuals (i.e. Operations, User Procedures, and Maintenance) shall be included in deliverables.

d) Annual maintenance, on and off-site support services shall be offered for a period of 5 years.

e) Operations and Maintenance training shall be provided as part of the maintenance

and support services.

f) Asset identification, tracking and storage/disposal of existing installation site items according to Denel/SANSA instructions shall form part of the scope of work.

3.1 Stage 1 - To conduct Site Preparation.

Including the following services:

- Functional audit needs to be conducted on all equipment within the test facility to determine operational state and condition.
- Physical audit needs to be conducted on all equipment within the test facility to determine the condition, location and develop a detailed asset register.
- Site preparation – correct removal and storage of old equipment and cleaning of all areas.
- Agree and implement communication processes and procedures with the client and its representative/s.
- Ensure compliance with the Environmental, health and safety regulations.

The following lists the essential deliverables of this Stage 1 phase of the project:

- Functional audit report
- Asset register of the facility

3.2 Stage 2 – Project Management and Quality Assurance

Equipment procurement, receiving, inspection, installation, site acceptance testing and commissioning activities of all new equipment Including the following services:

- Prepare a project implementation plan and schedule
- Clarify details and descriptions during installation as required.
- Update and issue drawings register, as required.

The following lists the essential deliverables of this Stage 2 phase of the project:

- Project implementation plan and schedule
- Delivery and installation documentation.
- Completion certificates
- Testing and commissioning plan
- Test certificates
- All statutory certification and certificates of compliance (e.g. electrical CoC) as required by the Local and other Statutory Authorities.

3.3 Stage 3 – Configuration of Test Facility

- Test Facility systems and equipment configuration and Setup
- Configure system for generation of documentation and test reports
- Provide maintenance plan and manuals (i.e. Operational, troubleshooting, equipment and training etc)
- Perform Commissioning of the facility

The following lists the essential deliverables of this Stage 3 phase of the project:

- System and equipment maintenance plans and manuals
- Operations manual
- All other relevant and applicable manuals
- Documented guarantees and warranties.

3.4 Thermal Vacuum test facility upgrade requirements

The TVC consists mainly of a Large Thermal Vacuum Chamber (L-TVC) , Small Thermal Vacuum Chamber (M-TVC) and the Data Acquisition and Control System (DAQ&CTR), Figure 1. A high level system description of the TVC is shown below in Figure 2. The back-end of the Thermal and Vacuum Systems of both the L-TVC and M-TVC are currently located in the Equipment & Plant Room, which is situated behind the Clean Room that houses the front-end of the L-TVC and M-TVC. Outside of the building is the vertical tank that houses the liquid Nitrogen that is currently used by both the L-TVC and M-TVC Thermal Systems. The switchgear and change over equipment (circuit-breakers, contactors, relays, etc) is housed in the Change Over Equipment and Plant Room.

The L-TVC is equipped with an internal shroud on both the cylindrical pressure vessel and door . The M-TVC has a similar shroud design with the addition of a horizontal thermal plate onto which a Unit Under Test (UUT) can be mounted.

The Data Acquisition and Control system is currently obsolete and will require replacement.

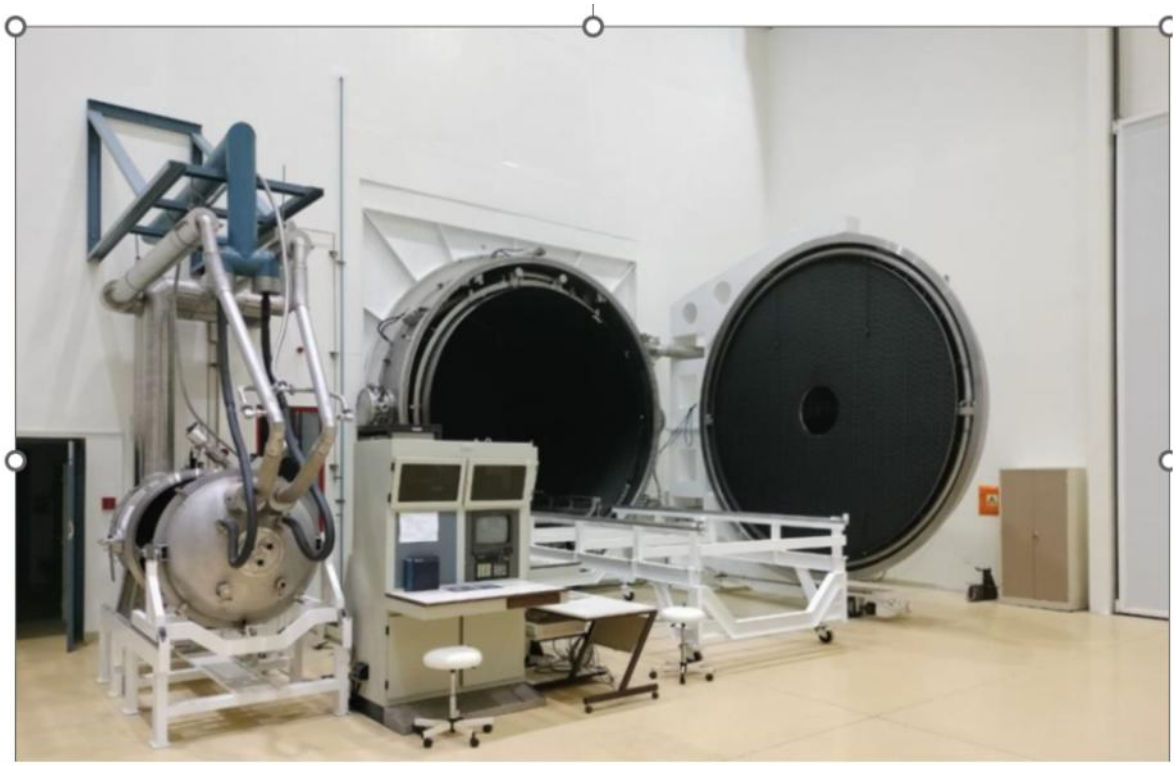


Figure 1. Photo of the Large TVC (L-TVC) and the Medium TVC (M-TVC)

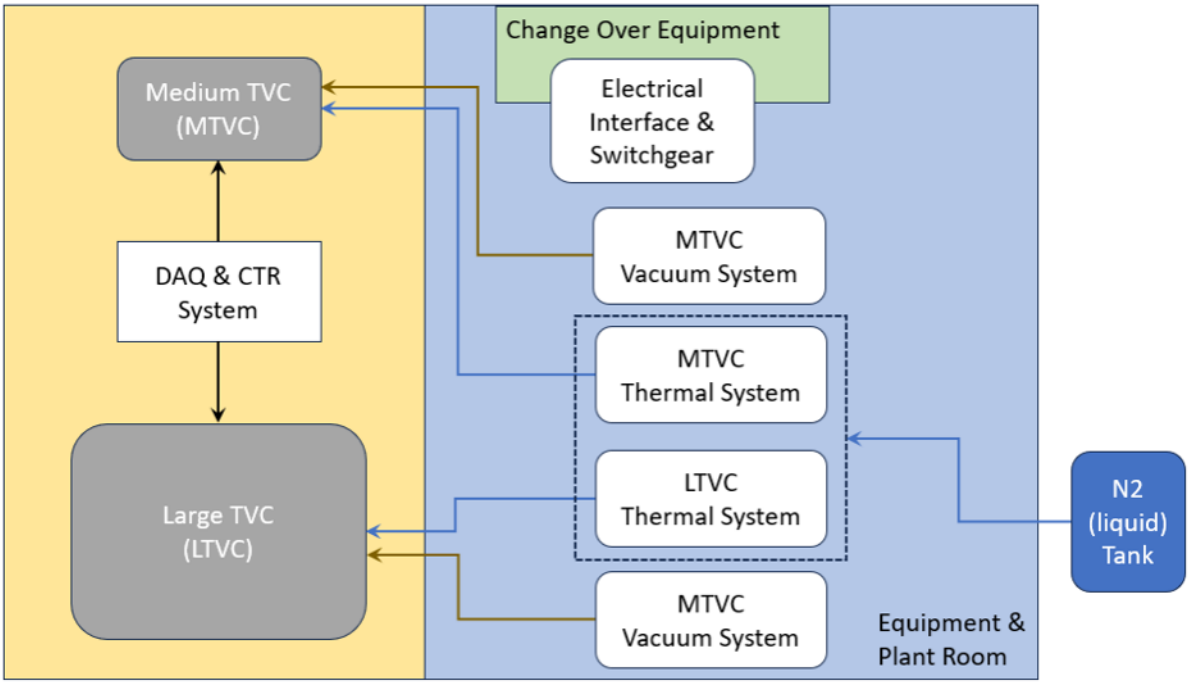


Figure 2. Thermal Vacuum TVC System Overview Schematic

3.4.1 Upgrade requirements for M-TVC

- Vacuum of (1 x 10^{-5} mbar or less)
- Temperature range of: -40 °C (or lower)to +80 °C (or higher)
- Cooling cycle to be provided through a mobile refrigeration unit
- Replace the Data Acquisition and Control System (DAQ&CTR) with a modular and flexible modern PLC
- PLC to be developed to control for both the M-TVC and L-TVC to run separately as well as simultaneously.

3.4.2 Upgrade requirements for L-TVC

- Vacuum of (1 x 10-5 mbar or less)
- Temperature range of: -80 °C (or lower)to +120 °C (or higher)
- The existing L-TVC has a nitrogen cycle cooling system, which requires inspection and refurbishment.
- Replace the DAQ&CTR with a modular and flexible modern PLC
- PLC to be developed for both the M-TVC and L-TVC to control both the M-TVC and L-TVC to run separately as well as simultaneously.

3.4.3 Sensors

- Supply and replacement of all temperature sensors for both M-TVC and L-TVC as deemed necessary.
- Supply and replacement of all vacuum sensors for both M-TVC and L-TVC as deemed necessary.
- Calibration of all sensors to be done by accredited laboratories.

3.4.4 Cleanliness and Access Control.

- The contractor shall ensure that the Clean Room meets at least ISO Class 7 standards (FS209E Class 10 000 equivalent) before Integration of vacuum equipment.
- The contractor shall ensure that proper removal of contamination of both vacuum chambers is achieved. This contamination refers to rust, scratches and water particles that have accumulated on the inside surfaces.
- Disassembly of large equipment to be avoided.
- For both vacuum chambers, assess and clean where possible, difficult to reach areas to be adequately inspected, e.g. with a borescope.
- Contamination and inspection report to be provided detailing inspection and cleaning methods as well as areas of concern.

3.4.5 Equipment & Plant room

- The Equipment & Plant Room shall be adequately cleaned during and after all works are performed and completed.
- The Equipment & Plant Room does not need to meet the clean room requirement.
- The switchgear and change over equipment (circuit-breakers, contactors, relays, etc) and instrumentation which are housed in the Change Over and Equipment & Plant Room shall be inspected and findings and recommendations documented.
- All piping, equipment and machinery needed for the vacuum cycle shall be inspected and findings and recommendations documented.
- BOQs are required detailing all equipment identified for repair/replacement.
- Quotations for the full replacement (i.e. labour and material) of the vacuum pumps will be required to be presented in the Pricing Table (Table **C1.2**) as a separate option to be considered for budgetary purposes.

3.4.6 Liquid Nitrogen supply and reticulation

- The liquid nitrogen cooling system shall be re-designed to provide the necessary cooling to the L-TVC only, and be de-coupled from the M-TVC so as to not supply the M-TVC according to the existing configuration.
- All piping to be inspected and findings and recommendations documented.
- New piping design and drawings to be supplied.
- BOQs are required detailing all material and equipment that will require refurbishment/repair/replacement.
- All equipment that is required for the monitoring and control of the liquid nitrogen for the L-TVC thermal systems shall be inspected and findings and recommendations documented.
- BOQs are required detailing all equipment identified for calibration, repair and/or replacement.

Essential deliverables of the project are:

- Upgraded Thermal Vacuum Chamber that meets the stated requirements above.
- Ensure compliance with Regulatory, licensing and import requirements
- Conduct site cleaning and preparations
- Decommissioning and Disposal plan
- Compliance with SHEQ requirements impacting on the implementation phase as well as final facility operations
- Provision of Manuals (Operations, User Procedures, and Maintenance)
- Training of Operators, Users and Service/Maintenance Personnel
- Provision of a maintenance plan of the operational system
- Provision of all calibration certificates and CoCs.

Additional Services

It is expected that the Bidder will at ad-hoc intervals be required to be on-site at Houwteq, over and above the stipulated duties.

Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is a requirement that the contractor undertake the duties falling under the above Occupational Health and Safety Act 85 of 1993 and the Construction Regulations 2014 in terms thereof, on behalf of the client, the additional services may include the following:

- The contractor to provide documentary evidence of compliance with all the requirements of the above Occupational Health and Safety act.
- The contractor shall be required to comply with the Occupational Health and Safety Act 85 of 1993, Construction Regulations 2014 and related regulations. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

National Environmental Management Act (NEMA)

The Contractor shall fulfil all the requirements prescribed by National Environmental Management Act 108 of 1998 and its applicable specific environmental management Acts (SEMAs) for the duration of the project as well as local bylaws governing the jurisdiction of the project and the landlord's disposal policy. Prior to the commencement of the contract, the contractor shall submit an Environmental Management Plan to SANSA detailing how environmental aspect and impacts emanating from the project will be managed and minimised

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

PART C3: EVALUATION CRITERIA

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

SANSA is committed to achieving the government's transformation objectives in terms of the Preferential Procurement Policy Framework Act.
The value of this bid is estimated 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:

- All qualifying bids will be 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.)

Table1: Specific Goals and points

Equity Ownership	Proof of evidence	Percentage owned[4]	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, • I D Copies, • Share certificates/ register (if applicable) • BBBEE certificate/ BBBEE sworn affidavit		10	
40% black women owned	• CSD Report, • CIPC registration, • I D Copies,		6	

4 This percentage owned refers to percentage of ownership by persons who are actively involved in and exercise control over the enterprise / company (the bidder)

	• Share certificates/ register (if applicable) • BBBEE certificate/ BBBEE sworn affidavit			
51% owned by Black Youth	• ID Copies		4	
Total Points (Specific Goals)			**20**	

Table 2: Details of equity ownership as per table 1

Equity Ownership	Name of Persons	Type of actively involvement in or type of control over enterprise/company
51% black owned		
40% black women owned		
51% owned by Black Youth		

Table 3: Checklist for specific goals proof of evidence as per table 1

Note: *All proof of evidence must be submitted by the bidder to get points. Failure to submit all applicable proof of evidence documents will result in zero points.*

Equity Ownership	Proof of evidence	Document submitted (Yes/No)
51% black owned	CSD Report	
	CIPC registration	
	I D Copies	
	Share certificates/ register (if applicable)	
	BBBEE certificate/ BBBEE sworn affidavit	
40% black women owned	CSD Report	
	CIPC registration	
	I D Copies	
	Share certificates/ register (if applicable)	
	BBBEE certificate/ BBBEE sworn affidavit	
51% owned with Black Youth	ID Copies	

Functionality/Quality:

Quality:

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

1. **Table 1: Functional Evaluation**

Criteria	**Maximum Points**
EVALUATION CRITERIA 1: PROJECT EXPERIENCE	30
EVALUATION CRITERIA 2: PROJECT TEAM	30
EVALUATION CRITERIA 3: PROJECT METHODOLOGY AND SCHEDULE	20
EVALUATION CRITERIA 4: FINANCIAL RESOURCES	10
EVALUATION CRITERIA 5: SHE MANAGEMENT PLAN	10
TOTAL EVALUATION POINTS FOR QUALITY	**100**

Evaluation criteria 1: Project Experience

The bidder must demonstrate experience as a contractor on projects involving the creation or upgrade of controlled extreme environments, including thermal systems or vacuum systems or cleanroom environments, or systems combining low-pressure conditions with precise temperature control. The cited projects must have been successfully completed within the ten years preceding the tender closing date.

The bidder must submit completion certificates or client reference letters or other verifiable documentary evidence for each project claimed with the bid.

Score	**Criteria**
Non-Responsive (score 0)	Bidder has not completed a project of similar nature and no completion certificates or client reference letters or other verifiable documentary evidence were submitted.
Average (score 20)	Bidder has completed one project of similar nature and have submitted one completion certificate or client reference letter or other verifiable documentary evidence.
Excellent (score 30)	Bidder has completed more than one project of similar nature and have submitted at more than one completion certificate or client reference letter or other verifiable documentary evidence.

Evaluation criteria 2: Project Team

The bidder must demonstrate the necessary competencies and resources to perform the required work:

- The Project must have an organogram that include key personnel listed below.
- Curriculum Vitae, qualifications and accreditations of key personnel listed below should be submitted with the bid.

1. Project Leader/Manager	**Proven years of experience, qualifications and accreditation.**	**Score**	
	• Project Leader/Manager shall have a minimum of 3 years' experience in managing Engineering projects. • BSC/BEng in a Technical related field. • SACPCMP or PMSA or PMP or Prince 2 accreditation.	**5**	
	Bidder does not comply with any of the above requirements (minimum experience, qualifications and accreditation).	**0**	
**** Bidder has to comply with entire criteria of experience, qualifications and accreditation to score 5 points. If any of the criterion is not met, they score a zero (0).**			
2. Mechanical Engineer/HVAC Engineer	**Proven years of experience and qualifications.**	**Score**	
	• Mechanical Engineer/HVAC Engineer shall have a minimum of 3 years' experience in Mechanical Engineering or HVAC environment. • BSC/BEng in Mechanical Engineering.	**5**	
	Bidder does not comply with any of the above requirements (minimum experience and qualifications).	**0**	
**** Bidder has to comply with entire criteria of experience and qualifications to score 5 points. If any of the criterion is not met, they score a zero (0).**			

3. Electrical/Electronic Engineer	Proven years of experience and qualifications.	Score	
	• Electrical/Electronic Engineer shall have a minimum of 3 years' experience in an Electrical/Electronic Engineering environment. • BSC/BEng in Electronic/Electrical Engineering.	**5**	
	Bidder does not comply with any of the above requirements (minimum experience and qualifications).	**0**	

**** Bidder has to comply with entire criteria of experience and qualifications to score 5 points. If any of the criterion is not met, they score a zero (0).**

4. Occupational Health and Safety Agent	Proven years of experience and qualifications.	Score	
	• Occupational Health and Safety Agent shall have a minimum of 3 years' experience in Occupational Health and Safety. • Suitable qualification (e.g. Degree or Diploma in Occupational Health and Safety).	**5**	
	Bidder does not comply with any of the above requirements (minimum experience and qualifications).	**0**	

**** Bidder has to comply with entire criteria of experience and qualifications to score 5 points. If any of the criterion is not met, they score a zero (0).**

5. Quality Assurance Specialist	Proven years of experience, qualifications and QMS training certificate.	Score	
	• Quality Assurance Specialist shall have a minimum of 3 years' experience in Quality Assurance. • B Tech or Diploma in Quality Management. • ISO 9001: 2015 Quality Management Systems Training Certificate.	**5**	

	Bidder does not comply with any of the above requirements (minimum experience, qualifications and QMS training certificate).	**0**	
**** Bidder has to comply with entire criteria of experience, qualifications and QMS training certificate to score 5 points. If any of the criterion is not met, they score a zero (0).**			
6. Thermal Vacuum Chamber Specialist	**Proven years of experience and qualifications.**	**Score**	
	• Thermal Vacuum Chamber Specialist shall have a minimum of 3 years' experience in thermal systems or vacuum systems or cleanroom environment. • A formal recognized qualification in an engineering or a related technical field.	**5**	
	Bidder does not comply with any of the above requirements (minimum experience and qualifications).	**0**	
**** Bidder has to comply with entire criteria of experience and qualifications to score 5 points. If any of the criterion is not met, they score a zero (0).**			

Evaluation criteria 3: Project Methodology and schedule

The methodology must address the methods, timelines and the following minimum objectives:

- Project Management Plan
- Detailed schedule in the form of a **Gantt Chart**, highlighting lead times for products, equipment and transportation to site.
- Quality control and monitoring process.
- Commissioning.
- Risk Management
- Training plan details
- Completion and Handover

Score	Criteria
Non-Responsive (score 0)	The Bidder has not submitted any information.
Poor (score 10)	The **Project Methodology and schedule** does not address the minimum **(less than 50 %)** objectives and requirements of the project and is of poor quality.
Good (score 15)	The **Project Methodology and schedule** provides an overview of works and a clear preliminary program that addresses most **(more than 50% and not all)** of the requirements as detailed above
Excellent (score 20)	The **Project Methodology and schedule** provides an extensive overview **addressing all the objectives and requirements** of work as detailed above.

Evaluation criteria 4: Financial Resources

Bidders should submit a bank rating letter and a letter of good standing from their banker that indicates their bank rating. A minimum of C is required for the full points.

Score	Criteria
Non-Responsive (score 0)	No banking letter attached or rating worse than C
Good (score 10)	Banking letter submitted with a rating of C or better

Evaluation criteria 5: SHE Management plan

The bidder shall submit a project based comprehensive SHE (Safety, Health and Environmental) Management plan. SHE Management Plan elements to be addressed are:

- Project-based SHE (Baseline) Risk assessment
- SHE Method Statement
- SHE Policy
- SHE Competency Certificates (i.e. first aid, firefighting etc)
- SHE organogram detailing roles and responsibilities
- Environmental Management

Score	Criteria
Non- Responsive **(score 0)**	The Bidder did not submit a SHE management Plan (Non-responsive).
Poor **(score 5)**	The Bidder submitted a generic Method statement and SHE management plan, which **addresses 50% but not all** the mandatory objectives and requirements of the Method statement and SHE management plan as prescribed above
Good **(Score 10)**	The Bidder submitted a comprehensive Method statement and SHE management plan which **addresses all** of the mandatory objectives and requirements of the method statement and SHE management plan as prescribed above.

Signed _____ **Date** .....

Name _____ **Position** .....

Bidder .....

PART C4: AGREEMENTS AND CONTRACT DATA

C4.1: CONTRACT DATA

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

Data provided by the Employer

Data
The **Employer** is. Name: **South African National Space Agency** The address of **the Employer** is: Council for Scientific and Industrial Research [CSIR] Building 10, Meiring Naudé Road Brummeria Pretoria VAT registration number: Exempt
The **Principal Agent** is: TBC
The **site** is Latitude 30 14' 36.86" S Longitude 20 32' 52.90" E
The **bills of quantities** have been drawn up in accordance with the measurement system stated in Part C.1: Pricing Data
The **contract documents** are listed in Form of Offer and Acceptance
The **contract drawings** upon which the accepted tender is based are listed in Part C.2: Scope of Work
The **contract sum** is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance
The governing **law** is the law of South Africa
The original signed set of **contract documents** is to be held by the **employer.**
One copies of drawings, unpriced bills of quantities and contract documents are to be supplied to the **contractor** free of charge
Contract works insurance and supplementary insurances (ie. SASRIA) is to be effected by the contractor for the sum of not less than the **contract sum +20 %** with a deductible amount as per the contractors policy

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

C4.2: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. INTERPRETATIONS

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

Words importing: -

1.1.1 Any one gender include the other two genders;

1.1.2 The singular include the plural and vice versa; and

1.1.3 Natural persons include created entities (corporate or unincorporated) and the state and vice versa;

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

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

		by reason of inspection of documentation or by reason of access to SANSA's premises;
1.2.5.	" Contract Period"	Means the period commencing on the Commencement Date and up to final completion which shall be conclusive as to the sufficiency of the works and that the contractor's obligations have been fulfilled other than for latent defects.
1.2.6.	"Contract Sum"	Refers to the total amount to be paid in terms of this Tender for the Services, calculated in accordance with and as detailed in the Pricing Schedule. This amount is a fully inclusive price, and includes *inter alia* all local and international taxes, VAT, import duties, tariffs, insurance, carriage and freight costs (where applicable);
1.2.7.	"Intellectual Property"	Means all intellectual property rights related to the Assets or Businesses of either Party to this Agreement, as they are now or may in future exist or be conducted, including without limitation: (a) any and all rights, privileges and priorities arising under the laws or treaties of the Republic of South Africa, any territory or possession thereof, any other country or political subdivision or territory thereof, relating to intellectual property, including patents, copyrights, trade names, trademarks, service marks, mask works, trade secrets, inventions, databases, names and logos, trade dress technology, know-how, and other proprietary information and licenses from third persons granting the right to use any

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

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

(c) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications,

		quality records and reports and other books, records, studies, surveys, reports, plans and documents
1.2.8.	"Key Personnel"	means the employees of each Party who have been appointed to act as the representatives of that Party, as detailed in Clause below;
1.2.9.	"Law"	means the common law, Constitution of the Republic of South Africa 1996, any applicable statute, proclamation, regulation, rule, notice, judgment or order and any interpretation of any of them by any Court or applicable tribunal, AND any applicable guidance, direction, code of practice or other determination to which SANSA and/or the Tenderer is bound;
1.2.10.	"Party" or "Parties"	Means collectively the parties to this Agreement being SANSA and the Tenderer;
1.2.11.	"Personnel"	Of a Party includes employees, agents, consultants, subcontractors, and other representatives of the Party, or personnel determined by the Parties from time to time to render the Services agreed hereto;
1.2.12.	"Premises"	means the SANSA premises where the Services are to be rendered by the Tenderer as indicated by the Tenderer in Part C3 above;
1.2.13.	"Pricing Schedule"	Means the schedule detailing breakdown of the method of calculation of the rates and disbursements applicable for the Services for the Contract Period, to be completed by the Tenderer at Part C1.2 of the Pricing Data subject to the Pricing Instructions and as

provided for in Clause 0 below;

1.2.14. "Houwteq Facility (HTQ) Security and Access Control"

In accordance with the Critical Infrastructure Protection Act (CIPA) 8 of 2019 and the Occupational Health and Safety Act (OHSA) 85 of 1993, the Contractor shall ensure that all personnel and equipment comply with the established security and safety protocols of the Houwteq facility.

Taking into consideration that the security classification of the HTQ facilities is currently pending under Critical Infrasture Protection Act (CIPA) at the time of signing, the Parties agree to a graded approach to site access. Consequently, in lieu of a mandatory certificate of competence from the State Security Agency (SSA) for all staff, the Bidder's employees and subcontractors requiring access may be required to undergo basic security clearance or reliability record checks as determined by relevant security officials.

The specific standards and procedures for this basic clearance shall be mutually agreed upon by the Parties, ensuring they align with the facility's Minimum Physical Security Standards (MPSS) and interim security plan without imposing unnecessary administrative prejudice on the Contractor.

For the purposes of this agreement, access is restricted to the Thermal Vacuum Chamber Facility for Alt Facility

		, being in the the Main Building. at the Houwteq Facility, unless additional permission is granted and accompanied by the Houwteq Security Supervisor/Manager and communicated to the SANSA Designated Project Manager;
1.2.15.	"Criminal Record Checks of Personnel"	The successful bidder shall ensure that all personnel assigned to the contract undergo criminal record checks prior to commencement of the works. Proof of such checks shall be provided to the Client (SANSA) upon request. SANSA reserves the right to refuse access to, or require the replacement of, any personnel whose criminal record is deemed unsuitable for the services. All costs associated with criminal record checks shall be borne by the bidder;
1.2.16.	"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 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;
1.2.17.	"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;
1.2.18.	"Services"	Means the service as provided for in clause below and listed in Part C 2 above;

1.2.19.	"Tender"	Means this Tender, Tender No. SE/004/11/2026 for the appointment of a service provider for the upgrade of the thermal vacuum chamber test facility at Houwteq AIT Facilities.
1.2.20.	"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;
1.2.21.	"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
1.2.22.	"Tender Submission"	Means the Tenderer's tender submission in respect of the Tender.

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

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

1.5. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

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

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

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

PRECEDENCE In the event of any conflicts:

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

SERVICES

a. The Tenderer agrees that upon appointment to perform the Services, it shall do so upon the terms and conditions set out below, as from the Commencement Date for the Contract Period, in exchange for the amounts as determined in accordance with the Pricing Schedule.
b. For the purpose of this Agreement, the Services being the subject hereof shall be those specifically listed in this Clause and Part C 2 above that the Tenderer has undertaken to render:
c. Strictly in accordance with and in a manner and to an extent not in conflict with any express obligation or standard provided for in this Agreement, or where there is no express obligation or standard imposed in terms of this Agreement, in a manner consistent with Good Industry Practice;
d. At its (the Tenderer's) own cost;
e. In accordance with the designated areas in the Premises as determined, where relevant, by SANSA's Key Personnel in writing from time to time;
f. In a manner that is not likely to be injurious to health or to cause damage to property; and
g. In compliance with all Law, and shall be obliged to apply for and maintain, throughout the currency of this Agreement, such permits, consents, trading licenses, authorities and work permits as may from time to time be prescribed or required by Law for the purpose of enabling the Tenderer to render the Services lawfully.
h. The Tenderer shall not be relieved of any obligation, responsibility or liability under this Agreement by the appointment of a sub-contractor to carry out any of its obligations in terms of this Agreement, in which case the Tenderer shall remain liable to ensure that the sub-contractor complies with this Agreement.

PAYMENTS AND FEES

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

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

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

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

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

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

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

DURATION

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

CO-OPERATION

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

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

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

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

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

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

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

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

EMPLOYEE REQUIREMENTS

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

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

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

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

e. The Employees shall at all times be and remain the employees of The Tenderer. Notwithstanding the 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.

CONFIDENTIALITY

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

b. The Tenderer further undertakes as follows:–

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

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

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

terms of this Agreement; and

IV. Have been directed by the Tenderer to keep the confidential information confidential.

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

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

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

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

NO DISPARAGEMENT AND USE OF NAME.

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

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

DOMICILIUM AND NOTICES

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

SANSA

For attention: The Chief Executive Officer

At physical address: Building 10

CSIR Campus,
Meiring Naude Road
Brummeria, Pretoria

Telefax: 012 844 5000

E-mail: zmalgas@sansa.org.za

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

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

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

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

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

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 Agreement mutually, by expiration or by default.

NO DISPARAGEMENT AND USE OF NAME.

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

TAXES AND DUTIES

a. The Tenderer shall be entirely responsible for payment of all taxes, stamp duties, license

fees etc.

b. No award shall be made to any Tenderer whose tax matters are not in order.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

NOTES

Purpose:

The purpose of this document is to:

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

Singular / plural

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

Integral part

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

Special conditions of contract

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