Robben Island

MUSEUM

ROBBEN ISLAND MUSEUM

RIM ICT 01-2021/2022

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNET SERVICES(ISP), FIREWALL SERVICES AND VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES TO ROBBEN ISLAND MUSEUM FOR THE PERIOD OF THIRTY-SIX (36) MONTHS, WITH AN OPTION TO EXTEND IT ANNUALLY, FOR A PERIOD NOT EXCEEDING TWO YEARS

Ms. PN Madikane

Unit Manager: Supply Chain Management

19 November 2021

Signature: ....

Robben Island
MUSEUM

an agency of the
Department of Arts and Culture

INFORMATION ON COMPULSORY BRIEFING SESSION

Please note that the Virtual Briefing Session is COMPULSORY

Compulsory Virtual Briefing Session and Site Visit will be held as follows:

Date: **Friday, 03 December 2021**

Time: **11h00am**

Venue: **Remote locations via zoom**

Please confirm attendance by replying via email to nasiphim@robben-island.org.za by no later than 26 November 2021, 11h00am so that a zoom link will be sent to the attendees before 29 November 2021.

INSTRUCTION TO TENDERERS

RIM ICT 01-2021/2022

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNET SERVICES(ISP), FIREWALL SERVICES AND VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES TO ROBBEN ISLAND MUSEUM FOR THE PERIOD OF THIRTY-SIX (36) MONTHS WITH AN OPTION TO EXTEND IT ANNUALLY, FOR A PERIOD NOT EXCEEDING TWO YEARS

1. INTRODUCTION

1.1 Robben Island Museum (RIM) invites all interested prospective service provider to provide internet services (ISP), Firewall services and Voice over internet protocol (VOIP) services to Robben Island Museum for the period of thirty-six (36) months, with an option to extend it annually, for a period not exceeding two years.

2. ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH, THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

2.1 This tender consists of these Instructions, the invitation to submit proposal/s for appointment of a service provider to provide internet services (ISP), Firewall services and Voice over internet protocol (VOIP) services to Robben Island Museum for the period of thirty-six (36) months, with an option to extend it annually, for a period not exceeding two years.

2.2 Bidders are required to submit their tenders in a sealed envelope in which they have duly:

(a) Completed all forms; and

(b) Included all other necessary and/or desirable documents in support of their bids.

2.3 The complete tender document should be returned in its entirety, with each page initialled by the authorised signatory and a witness.

2.4 Any portion of the tender document not completed maybe interpreted as "not applicable" where appropriate.

2.5 Tenders must be properly received and deposited in the tender box on or before the closing date 13 December 2021 and before the closing time of 11H00 am at Robben Island Museum, Nelson Mandela Gateway Building, V & A Waterfront, Cape Town.

2.6 RIM reserves:

(a) The right to accept the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered);

(b) The right not to accept the lowest or any tender;

3. RIM shall not consider tenders, which are received after the closing date and time for such a tender.

4. RIM will not be held responsible for any expenses incurred by bidders in preparing and submitting tenders.

5. RIM may, after the closing date, request additional information or clarification of bidders in writing.

6. A bidder may request in writing and, after the closing date, that his/her tender be withdrawn and which withdrawal will be permitted or refused in the sole discretion of RIM after consideration of the reasons for the withdrawal, which shall be set out by the bidder in the written request for withdrawal.

7. RIM's representative for the purpose of this tender shall be:
   (a) Mrs P. Madikane at telephone 021 413 4265 in respect of matters relating to the Terms of Reference and enquiries pertaining to the completion of the tender documents.

8. Joint Ventures/ Consortiums

8.1 In the case of Joint Ventures/Consortiums, a copy of the Joint Venture agreement must be submitted with the tender document.

9. Bidders must be registered on the Central Supplier Database (CSD).

9.1 RIM shall reject a bid from an entity whose tax matters have not been declared by the South African Revenue Service (SARS) to be in order.

9.2 If bidders are not registered yet on the CSD, they must follow the following link https://secure.csd.gov.za/Account/Register in order to register.

9.3 It is the responsibility of the successful bidder/s to ensure that that the tax matters with SARS are in order.

9.4 Each party to a joint venture / consortium / partnership must comply with all of the above.

10 B-BBEE

10.1 Each bidder must submit a certificate issued by an accredited B-BBEE verification agency or an affidavit, indicating its B-BBEE rating in terms of the relevant B-BBEE scorecard.

10.2 For Consortiums / Joint Ventures / or Sub-contracting arrangements, the bidder must also submit a combined B-BBEE certificate issued by an accredited B-BBEE verification agency.

11. Due Diligence of bidder

11.1 RIM reserves the right to conduct a due diligence investigation prior to the final award of the contract or at any time during the contract.

12. Inducements, rewards, gifts and other abuses of the Supply Chain Management System is prohibited, and:

(a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly, through a representative or intermediary promise, offer or grant;

(i) Any inducement or reward to RIM for or in connection with the award of a contract; or

(ii) Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy;

(b) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly

(i) influence or interfere with the work of any RIM official(s) involved in the tender process in order to *inter alia*:

(ii) influence the process and/or outcome of a bid;

(iii) incite breach of confidentiality and/or the offering of bribes;

(iv) cause over and under invoicing;

(v) influence the choice of procurement method or technical standards; and

(vi) influence any RIM official(s) in any way which may secure an unfair advantage during or at any stage of the procurement process.

(c) Abuse of the RIM's supply chain management system is not permitted and may result in the tender being rejected, the cancellation of the contract, the "blacklisting" of the bidder by RIM against participation in any future bid processes and any other remedy permitted in law.

13. Declarations and authorisation

13.1 Bidder are required to complete all declarations and authorisations in the schedules attached hereto, failing which the tender may be disqualified.

14. Alternative offers

14.1 Alternative offers may be considered, provided that an offer free of qualifications and strictly in accordance with the bid documents is also submitted. RIM shall not be bound to consider alternative tenders.

EVALUATION CRITERIA

1. Invalid Tenders

1.1 Tenders shall be endorsed and may be recorded as <u>potentially</u> invalid in the tender opening record by the RIM responsible official in the following instances:

(i) if the tender is not sealed;

(ii) If the tender is not completed in non-erasable ink;

2. Non-Responsive Tenders

2.1 Valid tenders will be declared non–responsive and eliminated from further evaluation if:

(a) The bidder has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's database as a person prohibited from doing business with the public sector;

(b) The bidder has failed to complete and/or sign the required declarations and/or authorisations; and

3. Disqualified Tenders

3.1 The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

(a) Comply with one or more of the provisions contained in the Instruction to bidders;

(b) Comply with any other terms and conditions of the tender documentation after being called upon to do so;

4. Directions and Closing Date for Submission of Bids

4.1 Directions: Cape Town, Waterfront: Nelson Mandela Gateway building next to Clock Tower building.

4.2 CLOSING DATE FOR SUBMISSION OF BIDS: 13 December 2021 AT 11H00 AM.

4.3 Companies are required to also submit the soft copies of their tender document/proposals. To note that the soft copies will be considered only if a company's tender document/proposal was deposited on the closing date and time at the tender box situated in Nelson Mandela Gateway as indicated in paragraph 2.5 (Instruction to Tenderers).

These soft copies can be forwarded to patm@robben-island.org.za and chumanid@robben-island.org.za.

INVITATION TO BID

<table>
<tr><td colspan="6">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROBBEN ISLAND MUSEUM</td></tr>
<tr><td>BID NUMBER:</td><td>RIM ICT 01-2021/2022</td><td>CLOSING DATE:</td><td>13 December 2021</td><td>CLOSING TIME:</td><td>11:00am</td></tr>
<tr><td>DESCRIPTION</td><td colspan="5">APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNET SERVICES(ISP), FIREWALL SERVICES AND VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES TO ROBBEN ISLAND MUSEUM FOR THE PERIOD OF THIRTY-SIX (36) MONTHS WITH AN OPTION TO EXTEND IT ANNUALLY, FOR A PERIOD NOT EXCEEDING TWO YEARS</td></tr>
<tr><td colspan="6">THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</td></tr>
</table>

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

<table>
<tr><td colspan="6">Robben Island Museum, Nelson Mandela Gateway</td></tr>
<tr><td colspan="6">Tender Box</td></tr>
<tr><td colspan="6">V & A Waterfront</td></tr>
<tr><td colspan="6">Cape Town, 8002</td></tr>
<tr><td colspan="6">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="5"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="5"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="5"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="5"></td></tr>
<tr><td></td><td>TCS PIN:</td><td></td><td>OR</td><td>CSD No:</td><td></td></tr>
<tr><td>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE
[TICK APPLICABLE BOX]</td><td colspan="2">☐ Yes
☐ No</td><td colspan="2">B-BBEE STATUS LEVEL SWORN AFFIDAVIT</td><td>☐ Yes
☐ No</td></tr>
<tr><td>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</td><td colspan="5"></td></tr>
<tr><td rowspan="3">AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX</td><td>☐</td><td colspan="4">AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)</td></tr>
<tr><td>☐</td><td colspan="4">A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)</td></tr>
<tr><td>☐</td><td colspan="4">A REGISTERED AUDITOR
NAME:</td></tr>
<tr><td colspan="6">[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</td></tr>
<tr><td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES ENCLOSE PROOF]</td><td>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES ANSWER PART B:3 BELOW]</td></tr>
<tr><td>SIGNATURE OF BIDDER</td><td colspan="2">………………………………</td><td>DATE</td><td colspan="2"></td></tr>
<tr><td>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</td><td colspan="5"></td></tr>
<tr><td>TOTAL NUMBER OF ITEMS OFFERED</td><td colspan="2"></td><td>TOTAL BID PRICE (ALL INCLUSIVE)</td><td colspan="2"></td></tr>
<tr><td colspan="3">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</td><td colspan="3">TECHNICAL INFORMATION MAY BE DIRECTED TO:</td></tr>
</table>

DEPARTMENT/ PUBLIC ENTITY	Robben Island Museum	CONTACT PERSON	Mrs. P Madikane
CONTACT PERSON	Mrs. P. Madikane	TELEPHONE NUMBER	021 413 4265/28
TELEPHONE NUMBER	021 413 4265/28	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	PatM@Robben-Island.org.za
E-MAIL ADDRESS	PatM@Robben-Island.org.za		

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)

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD.3.3

PRICING SCHEDULE

NAME OF BIDDER: ……………………………………………………………………………………………BID NO.: **RIM ICT 01-2021/2022**

CLOSING TIME **11:00** am CLOSING DATE: **13 December 2021**

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNET SERVICES(ISP), FIREWALL SERVICES AND VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES TO ROBBEN ISLAND MUSEUM FOR THE PERIOD OF THIRTY-SIX (36) MONTHS WITH AN OPTION TO EXTEND IT ANNUALLY, FOR A PERIOD NOT EXCEEDING TWO YEARS.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals:

1.1 The proposal should include a pricing schedule which clearly sets out the cost of providing the services together with any other charges. Other charges should be explained.

1.2 Prices quoted must be valid for at least **90 (ninety)** days from the closing of the tender.

1.3 The proposal must indicate total costs including VAT in Rands..

1.4 Only fixed prices will be accepted.

INTERNET & FIREWALL SERVICES

FIXED COST BREAKDOWN FOR 36 MONTHS				
DELIVERABLES	**YEAR 1**	**YEAR 2**	**YEAR 3**	**Total Cost (VAT Inclusive)**
ISP and firewall configuration and support for the period of 36 months				
Installation and configuration of internet connection at Quay 501 – once off cost				

VOIP

FIXED COST BREAKDOWN FOR 36 MONTHS			
DELIVERABLES			**TOTAL COSTS (VAT Inclusive)**
Training costs			
Porting costs of all existing lines			
VOIP maintenance, software upgrade and support for the period of 36 months			
Cost of line rental for the period of 36 months			
Other costs , if any			
Total costs for the period of 36 months			

Any enquiries regarding bidding procedures may be directed to the –

Ms. P Madikane
SUPPLY CHAIN MANAGEMENT UNIT
ROBBEN ISLAND MUSEUM
Suite 204, Level 2
Clock Tower Building
V & A Waterfront
Cape Town

Tel: 021 413 4265/70
Email: patm@robben-island.org.za / nasiphim@robben-island.org.za

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

1.2 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	**100**

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor**" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

(i) B-BBEE Status level certificate issued by an authorized body or person;

(j) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

(k) Any other requirement prescribed in terms of the B-BBEE Act;

(l)

(m) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 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 bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.......................................%
ii) The name of the sub-contractor...
iii) The B-BBEE status level of the sub-contractor...
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) **Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential**

Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:………………………………………………………………………….

8.2 VAT registration number:………………………………………………………………………

8.3 Company registration number:……………………………………………………………….

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………………………………………………………………………………………………
………………………………………………………………………………………………
………………………………………………………………………………………………
………………………………………………………………………………………………
……………………………..

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:................................

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	
1.	.... SIGNATURE(S) OF BIDDERS(S)
2.	DATE: ....
	ADDRESS ....

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Income Tax Reference Number**	**State Employee Number / Persal Number**

DECLARATION OF INTEREST (SBD 4)

Any legal person, including persons employed by the State[1], or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:			
•	The Bidder is employed by the State; and/or		
•	The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.		
In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:			
•	Full Name of Bidder or his/her representative		
•	Identity Number:		
•	Position occupied in the Company (director, trustee, shareholder[2], member):		
•	Registration number of company, enterprise, close corporation, partnership agreement or trust:		
•	Tax Reference Number:		
•	VAT Registration Number:		
•	The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:		
	Schedule attached with the above details for all directors/members/shareholders	Yes	No
•	Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule:	Yes	No
	Name of person/ director/ trustee/ shareholder/member:		
	Name of state institution at which you or the person connected to the Bidder is employed		
	Position occupied in the state institution		
	Any other particulars:		
•	If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	Yes	No

•	Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule:	Yes	No
•	Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule.	Yes	No
•	Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule:	Yes	No
•	Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars as an attached schedule:	Yes	No

DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD 8)

•	Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	Yes	No
•	Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	Yes	No
•	Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	Yes	No
•	Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	Yes	No
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.			

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by Robben Island Museum, do hereby make the following statements that I certify to be true and complete in every respect:			
•	I have read and I understand the contents of this Certificate;	Yes	No
•	I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;	Yes	No
•	I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;	Yes	No
•	Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;	Yes	No
For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who: a) Has been requested to submit a Bid in response to this Bid invitation; b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder			
The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.			

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: a) Prices; b) Geographical area where product or service will be rendered (market allocation); c) Methods, factors or formulas used to calculate prices; d) The intention or decision to submit or not to submit, a Bid; e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or f) Bidding with the intention not to win the Bid.
In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
The terms of this 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.
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
[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

STANDARD BIDDING DOCUMENTS DECLARATION

The following documents are deemed to form and be read and construed as part of this agreement even where integrated in this document:

Declaration of Interest (SBD4)
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) Where a valid BBBEE Certificate is not on file , please attach sworn affidavit
Declaration certificate for Local Production and Content for Designated Sectors (SBD6.2)
Declaration of Bidder's past SCM practices (SBD8);
Certificate of Independent Bid Determination (SBD9)
General Conditions of Contract

The obligation to complete, duly sign and submit these declarations included in this SBD declaration pack cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the legal entity.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other procurement.

I certify that the information furnished in these declarations (SBD4, SBD5 where applicable, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and I accept that ASSAf may reject the Offer or act against me should these declarations prove to be false.I confirm that I am duly authorised to sign this SBD declaration pack by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive or Senior Member/Person with management responsibility (Close Corporation, Partnership or Individual).

Robben Island MUSEUM

TERMS OF REFERENCE FOR THE:

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNET SERVICES(ISP), FIREWALL SERVICES AND VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES TO ROBBEN ISLAND MUSEUM FOR THE PERIOD OF THIRTY-SIX (36) MONTHS, WITH AN OPTION TO EXTEND IT ANNUALLY, FOR A PERIOD NOT EXCEEDING TWO YEARS

ROBBEN ISLAND MUSEUM

Robben Island Museum is a Schedule 3A Public Entity and UNESCO World Heritage Site. The main vision of the entity is to preserve and promote Robben Island as an inspirational national treasure and World Heritage Site that symbolises the triumph of the human spirit over extreme adversity and injustice. As a World Heritage Site, RIM's strategic vision is in line with UNESCO requirements, to ensure the outstanding universal value of the Island and what it stands for is maintained and strengthened.

1. PURPOSE

Robben Island Museum (RIM) seeks to appoint a suitably qualified and licensed Internet Service Provider (ISP) for the provision of internet connectivity services for all RIM sites which are identified below, a corresponding firewall solution as well as a cost effective, reliable and scalable VOIP telephone system for the organization. All sites must be on the Fibre line, with a minimum bandwidth speed of 40Mbps per site. A dedicated internet line is required to ensure reliability of the internet access and the maximum speed is achieved. The equipment and software must be continuously upgraded to the latest version for the duration of the contract at no cost to RIM.

RIM thus seeks to conclude a service contract, supported by a Service Level Agreement, for the detailed design, supply, installation, configuration, commissioning and maintenance of a logically and administratively single, resilient, scalable Internet Connectivity Service, for a period of three (3) years.

The anticipated contract commencement date is 1 February 2022

2. INTERNET SERVICES AND FIREWALL

2.1 BACKGROUND

Robben Island Museum (RIM) has the following sites that need services of internet:

SITE	LOCATION
Nelson Mandela Gateway (NMG)	V&A Waterfront
Jetty 1	V&A Waterfront
Clock Tower Building	V&A Waterfront
Robben Island	Robben Island
Quay 501	TNPA, Cape Town Harbour

These sites are approximately 14 km's apart; currently, the internet services are provided by Liquid Telecoms via a Fibre line with point-to-point connections between the NMG, Jetty 1 and Clock Tower. Robben Island is connected via a micro wave link with a v-set point-to-point mast. There is currently no connection between the NMG and Quay 501.

2.2 SCOPE OF WORK

The ISP must provide internet services to the main sites of RIM of which are: Robben Island, Nelson Mandela Gateway Building, Jetty 1 and Clock Tower Building in the V&A Waterfront, Cape Town.

The following must be part of the internet services:

a) The ISP must be able to provide uncapped internet services to RIM for the period of three (3) years;
b) Dedicated Fibre line connection with a guaranteed international and local bandwidth of 40 Mbps for all sites;
c) Configuration of mobile wireless connectivity such as (GPRS, EDGE, 3G, 4G, HSDPA) on RIM's dedicated VPN Internet;
d) Configuration of VPN Servers: Internet Gateway, DNS, Proxy services and Mail relay;
e) Network Management Solution like Cisco Works LMS must be part of the service for the successful bidder;
f) Establish internet connection at quay 501 (e.g. point-to-point/microwave/fibre if available in the harbour)
g) Online Network Management Portal Access that provides access to comprehensive monitoring (e.g. utilisation, status, quality, uptime and performance) dashboard that have clear indicators showing that all the probes are being monitored, must be available to the RIM Senior Manager: ICT and Server and Network Administrator;
h) Alert the nominated RIM ICT staff of any warnings, faults and alarms via SMS, e-mail, etc.;
i) Monthly reports must be provided to RIM ICT staff, the reports must include as a minimum: uptime, utilisation, and performance against Service Level Targets;
j) A service manager and account manager must be allocated to RIM to handle all service related queries and escalations;
k) The ISP will provide full TCP/IP Internet Service Provision for RIM with an expected overall uptime of 99.99%.
l) All sites need to be virtually connected and internet to break from the NMG building;

m) The internet services must have security (firewall) that addresses issues related to: gateway, DNS, mail-relay and anti-spam, and

n) The Firewall will need to be configured with RIM's ICT firewall procedure.

o) The internet services hardware infrastructure must be compatible with RIM's current ICT infrastructure of which is predominantly HP servers and switches.

p) The bidder is expected to plan and conduct the installation of the project with minimal impact to daily operations and staff.

Robben Island Museum Sites

• Item	• Site Name	• No. of Users	• Router requirement
• 1	• Clock Tower Building, including NMG building	• 80	• Main router to be supplied and configured by the ISP or utilization made of RIM's existing infrastructure
• 2	• Robben Island (at the Island)	• 100	• Main router to be supplied and configured by the ISP or utilization made of RIM's existing infrastructure
• 3	• Jetty 1	• 7	• Main router to be supplied and configured by the ISP or utilization made of RIM's existing infrastructure

The bidder shall provide the necessary hardware and other services required to setup the internet connection. It involves the following:

1. 40mbps (minimum) dedicated uncontended links
2. Provide a router for each data centre (or utilise existing infrastructure) to provide connectivity to your network. Configured to include link failure detection and automated failover. If needed, relocate routers for optimal configuration.
3. The bidder must supply and manage the network connectivity equipment
4. Service reliability must be ensured with an overall uptime of not less than 99.99%.
5. Data confidentiality must be guaranteed and the provider may not scan traffic (if this is to be done for finding problems in the network a prior UNDP agreement must be obtained).
6. All necessary hardware, cabling and software (if required for internet service) should be provided and set up costs should be included in the offer.
7. Latency shall be no more than 35ms (20 – 35 ms is optimal).
8. Prioritisation of network traffic according to RIM's business requirements.
9. Differentiated classes of service that manage traffic types effectively, ensuring that mission-critical traffic receives the required bandwidth throughout and performance.
10. Technical support and active network management, such as traffic usage statistics, network status and performance visibility, etc.

11. Scalability as business requirements change and develop.
12. Allow remote branch connectivity (private VPN service via your MPLS network)

3. VOIP

3.1 Background

RIM has three sites that are virtually connected to each other. These operate on the same Local Area Network (LAN) and Wide Area Network (WAN). The envisaged VOIP telephone system will reduce telephone costs, have increased capacity, must be scalable and enable mobility (whereby employees can make or receive calls from anywhere, as long as they have internet connectivity).

Thus you are required to configure your systems to RIM's existing hardware (PABX switchboard and router), port numbers and manage the VOIP network to ensure up time of at least 99.99% with no call dropping.

3.2 Geographical Location of RIM Offices and Switches

RIM has 24 switches across the organization (as per tables below; some of the switches are Power over Ethernet (PoE's) and others are none PoE's, and most of them are 24 ports switches such as; CISCO, 3COM, TENDA, Netgear and UBIQUITI.

Building	Location	No. of Switches	No of telephone lines
NMG	V&A Waterfront	6	70 telephone numbers, including 2 switchboard numbers
Jetty 1	V&A Waterfront	1	
Clock Tower	V&A Waterfront	1	
Heritage Offices	Robben Island	6	55 telephone numbers, including one switchboard number
Admin Block	Robben Island	2	
Prison	Robben Island	1	
Alpha 1	Robben Island	1	
Village shop	Robben Island	1	
Transport	Robben Island	1	
Murray Harbor	Robben Island	1	
MPLC	Robben Island	2	
Guest House	Robben Island	1	
House 71- Sever Room	Robben Island	2	
Clinic	Robben Island	1	

No.	Name of Switches	Quantity	Quantity of PoE	Quantity of Non-PoE
1	CISCO	9	0	9
2	TENDA	2	1	1
3	UBIQUITI	6	6	0
4	Netgear	4	1	3
5	3COM	3	0	3

(a) RIM has 125 telephone handsets; these include 3 switchboard handsets, 4 boardroom tele-conferencing phones, 4 Executives PA's handsets and 111 normal mobile VOIP telephone equipment

(b) 16 headsets in the following areas: Ticket sales, Information and Switchboard.

3.3 Scope of Work

A VOIP system (e.g. portable phones, Yealink conference system) was purchased and installed during 2018. Accredited service providers are invited to provide proposals for support and maintenance of the VOIP system to Robben Island Museum for the period of thirty-six (36) months.

(a) The successful service provide shall configure, commission and test the system.

(b) An electronic user manual must be provided to assist with operating the VOIP system.

(c) All ICT staff must be provided with training and a manual on the VOIP system so that they can provide first line support post implementation.

(d) Fourteen Ticket sales personnel and three switchboard operators must be provided with training to use the VOIP system.

(e) The successful service provider must configure the VOIP system to all switches.

(f) The VOIP system must generate monthly telephone bills per user, and per department; the switchboard operators shall be able to retrieve all monthly telephone bills electronically.

(g) On an ad hoc basis (to be billed separately when the need arises), replacing or servicing of current VOIP infrastructure.

(h) The service provider must provide the full scope of services which will include, but not limited to, support and maintenance for the entire period of 36 months.

3.4 VOIP Specification Requirements

(a)The service provider must configure and maintain the current VOIP telephone system for the period of 36 months.

(b)VOIP system must be configured via WAN and LAN connectivity.

(c) All incoming and outgoing VOIP calls must be free, when calling another VOIP telephone number.

(d) All existing telephone numbers must be ported by the service provider to the new VOIP system for the ease of management and billing purposes. Porting costs of all numbers must be included in the total costs of the tender by the service provider.

(e) The VOIP TMS must allow setting of threshold or maximum amount of spend on calls an individual can incur, this can be done on request by RIM when required.

(f) All incoming and outgoing calls must break through the switchboard and rerouted to the direct lines by the switchboard operators to relevant employees.

(g) The VOIP Telephone system must have the following features configured:

- Handset Pin
- Call transfer/ hoteling
- Call forwarding
- PC dialler
- Call pick-up
- Message notification
- Music on-hold
- Tele-conferencing
- Voice mail recording
- Call parking
- HD Voice
- Message waiting

(h) System must be able to forward calls to switchboard or cellular phones when the extension is not available.

(i) Switchboard system must be configured with background music that will be provided by RIM and editable by the service provider;

(j) Switchboard operators must be able to route incoming calls to relevant recipients;

(k) System must automatically auto route calls to the Information Department during the event when there is no one answering calls at the Switchboard office;

(l) VOIP system must have a recording capability to record all inbound and outbound calls at the Ticket Sales and Information Departments. Records should be able to be pulled when requested by RIM management.

4. COMPULSORY PROPOSAL REQUIREMENTS

The Service provider must comply with the following bid requirements, failing which the bid may not be considered:

INTERNET SERVICE AND FIREWALL

a) Submit proof as an accredited internet services provider (ICASA accreditation).

b) In Annexure A, provide three (3) contactable references from three (3) referees where the service provider has successfully rendered internet services.

c) Submit a company profile that indicates three (3) years' experience or more in provision of internet services.

VOIP

(a) Service provider must submit company profile which indicates a minimum of three (3) years' experience in implementing, commissioning and supporting of VOIP system.

(b) Service provider must submit a minimum of three (3) reference letters from previous clients where similar services were rendered. All letters must be on the company letter head of the referee and signed by the referee. The referees must be contactable.

(c) Service provider must provide ICASA accreditation certificate in providing the required services.

(d) Service provider must indicate the peak and off peak call hours.

(e) Service provider must provide call rate as per table below.

Geographic calls	Peak Hours	Off-Peak Hours
Local calls within 021…		
International calls		
National		
Mobile Cellphones		
Telkom mobile		
Cell-C		
MTN		
Vodacom		

NB: Call charges MUST be strictly per second for the duration of the call

Call rate charges to be shown in South African Rands per minute

Call rate charges must include VAT

Call rate charges must be for the duration of 36 months

5. CONDITION OF THE SERVICE

a) Internet services and VOIP uptime must be 99.99%.

b) Internet services must be reliable and secure through the use of a firewall.

c) ISP must provide uncapped Fibre internet services for the period of 36 months.

d) Must be able to resolve service down-time within two hours, provide a technician on-site within the two (2) hours for all major system problems where internet and phone service is lost. All other system problems to be responded to within 24 hours. Failure to rectify the downtime may lead to RIM implementing cost reduction towards payment due to the service provider in proportion of the unacceptable downtime. The triggers to start and stop the "clock", compensation amount, and time increment are to be negotiated. This compensation will be credit on the account.

e) ISP must provide service support over weekends in the events that internet services or VOIP services are down.

f) ISP must be registered with Independent Communication Authority of South Africa (ICASA).

g) The ISP must be able to configure the firewall with RIM ICT firewall procedures.

h) The SLA must as a minimum make provision for the following:

   i. 40 MBPS dedicated uncontended internet access
   ii. Access to a 24/7/365 call centre
   iii. 24/7/365 monitoring of all services supplied to RIM
   iv. 24/7/365 access to the data centre
   v. SMS and e-mail notification to alert RIM ICT staff of any errors, faults, warnings and alarms
   vi. Allocated account and service manager
   vii. Fault reporting procedures with contact details
   viii. Escalation procedures with contact details
   ix. Required uptime for provisioned services
   x. Response and resolution times for events and service requests

(i) The service provider must provide monthly report pertaining internet performance, VOIP usage, service support, maintenance and billing, post implementation.

(j) Service report must be provided by the service provider on a monthly basis.

(k) Ability to reduce contract costs in the event that one or more of the sites is closed during the contract period in respect to operational and strategic reasons.

(l) Training Manual for VOIP - Bidder shall provide a training program (with support and follow-up) and training materials for designated RIM personnel who will train future employees. Manual shall be delivered in hard copy and electronically.

SPECIAL CONDITION

The prospective service provider must have the necessary infrastructure and capability to provide Internet Services to the various tenants across the V & A Waterfront's Property Portfolio.

As evidence and or proof a Service Level Agreement must be submitted with the proposal or a letter from V & A Waterfront confirming such.

6. EVALUATION CRITERIA

This proposal will be evaluated in the following manner:

(a) **Phase 1: Evaluation process – Submission of compulsory proposal requirements by bidders and compliance to specification**

(i) The first phase of evaluation is checking and verification of all the mandatory documents to be submitted by the bidders and compliance to specification.

(ii) Bidders are required to comply by the bidder requirements mentioned above.

(iii) Certified copies or original documents will be accepted.

(iv) Companies that do not comply with the compulsory bid requirements specification and scope of work may be regarded as non-responsive and will be disqualified.

(b) **Phase 2: Price and Preference Procurement Points System**

Application of price and preference points (Please attach an updated BEE certificate/affidavit stating the BEE status level in order to claim points for BEE status level)

The new Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 8 June 2011 (No. 34350) and effective from 7 December 2011. These regulations require the bidder to submit valid original or certified copies of their B-BBEE Status Level Certificate from SANAS accredited verification agency and accredited Auditing firm. The 90/10 preference point (90 for price and 10 for B-BBEE status contribution) system will be applied in accordance with the formula and applicable points provided for in the perspective status level contributor table in the Regulations.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

a. Failure to capture the required status level on the SBD 6.1 and to submit the required B-BBEE status level certificate will lead to a zero (0) B-BBEE Status level contribution.
b. The points scored by the bidder in respect of the points indicated above will be added to the points scored for price.
c. Bidders are requested to complete the various preference claim forms in order to claim preference points.
d. Only bidders who have completed and signed the declaration part of preference claim form will be considered for B-BBEE status.
e. Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to B-BBEE status.
f. Points scored will be rounded off to the nearest 2 decimals.
g. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
h. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

The following breakdown and weighting will apply with regards to application of point for price and points for BEE status level:

	BREAKDOWN	WEIGHT
(i)	Points for BEE status level	20
(ii)	Points for Price	80
	Total Points	100

7. COSTING

The costing for the tender will be the combination of 7.1 and 7.2, i.e. internet and firewall services as well as VOIP.

7.1 Internet and Firewall Service

7.1.1 The price must be all inclusive as there will be no additional costs allowed. It must include VAT and must be indicated in ZAR.

7.1.2 The service provider must indicate escalation percentages for year 2 and 3 if they are applicable.

	FIXED COST BREAKDOWN FOR 36 MONTHS			
DELIVERABLES	**Year 1**	**Year 2**	**Year 3**	**TOTAL COSTS (VAT Inclusive)**
ISP and firewall configuration and support for the period of 36 months				
Installation and configuration of internet connection at Quay 501 – once off cost				

7.2 VOIP

7.2.1 The proposal should include a pricing schedule which clearly sets out the cost of providing the services together with any other charges. Other charges should be explained. Prices quoted must be valid for at least **90 (ninety)** days from the closing of the tender. All assumption made in drawing up the proposal, including factors such as travelling, must be detailed.

7.2.2 The proposal must indicate total costs including VAT in rands. The following cost breakdown serves as guidelines for bidders to cost the project, bidders are permitted to include any other costs they deem necessary during compiling their proposals:

FIXED COST BREAKDOWN FOR 36 MONTHS			
DELIVERABLES			**TOTAL COSTS (VAT Inclusive)**
Training costs			
Porting costs of all existing lines			
VOIP maintenance, software upgrade and support for the period of 36 months			
Cost of line rental for the period of 36 months			
Other costs , if any			
Total costs for the period of 36 months			

***RIM reserve a right to select a cost effective bidder**

8. POINTS TO NOTE

8.1 Bidders must be registered on the Central Supplier Database (CSD).

9. ENQUIRIES

9.1 For any technical enquiries and Supply Chain Management queries please email: **Ms. Pat Madikane** at: PatM@robben-island.org.za

10. BRIEFING SESSION & CLOSING DATE

Briefing Session and site visit is compulsory: **02 December 2021** please confirm attendance to nasiphim@robben-island.org.za by **26 November for Zoom link**

Closing Date: **13 December 2021, at 11h00 a.m.**

NB: Bidders that did not attend the compulsory briefing session and site visit will not be considered.

11. SUBMISSION

Tender documents must be deposited in the tender box situated as follows:

Robben Island Museum, Nelson Mandela Gateway, Tender Box, situated next to Information Desk, V & A Waterfront, Cape Town

Companies are required to also submit the soft copies of their tender document/proposals. To note that the soft copies will be considered only if a company's tender document/proposal was deposited on the closing date and time at the tender box situated in Nelson Mandela Gateway as indicated in paragraph 2.5. These soft copies can be forwarded to patm@robben-island.org.za and chumanid@robben-island.org.za.

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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.

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.