



NATIONAL NUCLEAR REGULATOR

For the protection of persons, property and the environment
against nuclear damage

INVITATION TO BID

BID NO.	NNRSCM-06-2021
CLOSING DATE AND TIME	17 SEPTEMBER 2021 : 11H00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF BUSINESS CONTINUITY SERVICES (DISASTER RECOVERY SERVICES) TO THE NATIONAL NUCLEAR REGULATOR (NNR) FOR A PERIOD OF THREE (3) YEARS.
BID VALIDITY PERIOD	90 DAYS (FROM CLOSING DATE)

SCM Enquiries :

Lindiwe Nkosi / Mr Sinethemba Mpungose
012 674-7100
Email : LNkosi@nnr.co.za / Smpungose@nnr.co.za

Technical Enquires:

Contact : Mr Thys Segacwi
Tel: 012 674-7198
or
Mr Julian Boulton
Tel: 012 674-7176



DETAILS OF THE BIDDER

Name of bidder	
Registration number	
Tax Reference number *	
SARS Tax Clearance Pin Number *	
National Treasury Central Supplier Database (CSD) Supplier number *	
BBBEE Level contribution	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
SIGNATURE OF BIDDER: _____	
DATE: _____	

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SECTION 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL NUCLEAR REGULATOR				
BID NUMBER:	NNRSCM-06 -2021	CLOSING DATE: 17 SEPTEMBER 2021	CLOSING TIME:	11H00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF BUSINESS CONTINUITY SERVICES (DISASTER RECOVERY SERVICES) TO THE NATIONAL NUCLEAR REGULATOR (NNR) FOR A PERIOD OF THREE (3) YEARS			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT :				
NATIONAL NUCLEAR REGULATOR				
BLOCK G, ECO GLADES OFFICE PARK				
420 WITCH HAZEL AVENUE				
ECO PARK, CENTURION.				
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				
	TCS PIN:		OR CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHOM WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
		NAME:		
[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]				

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 PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	National Nuclear Regulator	CONTACT PERSON	Mr. Julian Boulton
CONTACT PERSON	Lindiwe Nkosi/Sinethemba Mpungose	TELEPHONE NUMBER	012 674-7176
TELEPHONE NUMBER	012 674-7100	CONTACT PERSON	Mr. Thys Segacwi
E-MAIL ADDRESS	LNkosi@nnr.co.za /Smpungose@nnr.co.za	TELEPHONE NUMBER	012 674-7198

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. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 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. 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 MUST ALSO SUBMIT A PRINTED TCC 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.

SECTION 2

1. SUBMISSION REQUIREMENTS

1.1 Screening of responses are reviewed to check if bidders have responded according to NNR RFQ document. The following documents are required:

Document that must be submitted	Non-submission of documents listed below MAY result in disqualification
Invitation to Bid – SBD 1	Complete and sign the supplied pro forma document
Tax Status Tax Clearance Certificate Tax Pin number Registration on Central Supplier Database (CSD)	Bidders are required to provide tax compliance STATUS PIN and the Central Supplier Database Master Registration Number (MAAA Number) to enable the NNR to view their tax profile and verify the bidder's tax compliance status A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the CSD will not be considered. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Pricing Schedule: SBD 3.1	Complete and sign the supplied pro-forma document, and submit a separate detailed pricing schedule.
Declaration of Interest: SBD 4	Complete and sign the supplied pro forma document
Preference Point Claim Form: SBD 6.1	Complete and sign the supplied pro forma document
Certified BBB-EE Certificate	In a case of a Trust, consortium or joint-venture must obtain and submit a consolidated B-BBEE Status ,Certificate / Sworn Affidavit. Failure to submit a valid B-BBEE certificate/ Sworn Affidavit will result in zero preference points being awarded for B-BBEE.
Declaration certificate for local production and content for designated sectors : SBD 6.2 (where applicable)	Complete and sign the supplied pro-forma document and all the relevant Annexures. Only bids with locally manufactured goods, services, works with the stipulated minimum threshold percentage for local production and local content, will be considered, if not local, an exemption letter from the Department of Trade and Industry (DTI) should be attached to the bid document.
Declaration of Bidder's Past Supply Chain Management Practices: SBD 8	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination: SBD 9	Complete and sign the supplied pro forma document
Banking details	Bidder must provide a bank confirmation letter from the bank
Signed General Conditions of Contract	Bidders must submit the signed General Conditions of the contract. The General Conditions of the Contract attached will apply to this bid.
Pricing Schedule	Submit full details of the pricing proposal.
Business Continuity Institute Certificate	Bidder must provide valid Business Continuity Institute Certificate (failure to provide the certificate will lead to disqualification of the bid)

SECTION 3

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO NATIONAL TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE NNR POLICY, PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND GENERAL CONDITIONS OF CONTRACT.

1. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
2. The bidder is advised to check the number of pages and to satisfy themselves that none are missing or duplicated.
3. Bids submitted must be complete in all aspects of the bid. Bids will only be considered if correctly completed and accompanied by all relevant and /or necessary applicable information.
4. Bids shall be lodged at the address indicated not later than the closing date and time specified for their receipt, and in accordance with the directives in the bid documents.
5. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
6. A specific box is provided (at the NNR reception) for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
7. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging and the courier company must ensure that documents are placed / deposited into the bid box. **The NNR will not be held responsible for any delays where bid documents are handed to the NNR receptionist, security personnel or postal address, or any documents that get lost.**
8. No bid submitted by telefax, telegraphic or other electronic means will be considered.
9. Use of correcting fluid or erasable pencil is prohibited.
10. Where practical bids will be opened in public after the closing time of bid.

11. NNR reserves the right to reject all responses submitted by bidders and to embark on a new bid process.
12. A Service Level Agreement will be signed with the successfully bidder.
13. Bidders must submit signed documentary proof of the existence of joint ventures and/or consortium arrangements. The NNR will only accept signed agreements as acceptable proof of joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
14. The NNR at its own discretion may vary the scope of this bid to include or exclude more scope/work. In the case of the latter the bidder will not be entitled to claim work for work not required.
15. Commencement of work shall be subject to receipt of an official purchase order and conclusion of the Service Level Agreement.
16. The NNR will only commence the payment process after receipt of a bill of costs and/or invoice from the bidder and after such has been approved by the client division as representing the services rendered for the project.
17. Payments of invoices will be settled within 30 days from receipt of a correct and original invoice. No upfront payments will be made; the successful bidder will only be paid after the services have been rendered. All payments will be made by the NNR ONLY through electronic bank transfer into a banking account of the successful bidder.
18. The NNR will not be liable for any expenses incurred by the bidder(s) during the bidding process.
19. Under no circumstance will the NNR return proposals received and /or submitted in any format. These proposals shall be kept confidential for internal consideration.

20. The NNR reserves the right to:

- 20.1 To amend any bid conditions, specifications, terms of reference, extend the validity period or extend the closing date of the bid.
- 20.2 Not to accept the lowest bid or any bid part or in whole. The NNR may award the bid to the bidder who proves to be capable of handling the services and whose bid is technically acceptable and/or financially advantageous to the NNR.

- 20.3 To award this bid as a whole or in part without furnishing reasons.
 - 20.4 To extend/decrease the scope of work relating to this bid to include any of its affiliates if required. The implication of the scope changes (if any) will be subject to negotiations between the NNR and the successful bidder.
 - 20.5 To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
 - 20.6 To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
- 21. The NNR may request written clarification or further information regarding any aspect of the proposal. The bidder/s must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
 - 22. Should the parties at any time before and/or after the award of the bid and prior to, and /or after issuing an appointment letter fail to agree on any significant service, price, change in terms of reference or change in services etc., the NNR shall be entitled to recall the letter of appointment and cancel the award by giving the bidder a written notice of such.
 - 23. Such cancellation shall mean that the NNR reserves the right to award the same proposal to the next best bidder as it deems fit.
 - 24. The successful bidder must ensure that all personnel working under this contract are suitably experienced prior to the commencement of services and remain in the project for the duration of the contract.
 - 25. The General Conditions of Contract will apply to this bid.

2. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 2.1 The NNR reserves the right to disqualify any bidder who;
 - 2.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder or company / business in respect of the subject matter of this bid;

2.1.2 Bidders who seek or obtain the assistance from employees, contractors or advisors of the NNR in the preparation of their responses.

2.2 Bidders must familiarise themselves with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.

3. NOTICE TO BIDDERS

3.1 The NNR calls on all service providers/ bidders not to be lured into tender (bid) fraud scam which requires upfront payment in doing business with the NNR.

3.2 The NNR would like to clearly state that service providers/bidders are not expected to pay any fee upfront to be awarded a tender (bid).

3.3 Service providers / bidders are urged to remain vigilant to the tender (bid) scam and any other scams. On suspicions of such, service providers/ bidders are advised to report it to law enforcement agencies and /or the NNR SCM or Legal Services officials.

4. UNDERTAKING AND OBLIGATION OF THE BIDDER

4.1 The successful bidder may, upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the NNR, which will form an integral part of the service provider's agreement. The SLA will serve as a tool to measure, monitor and assess the service provider's performance level and ensure effective delivery of service, quality and value-add business for the NNR.

4.2 The successful bidder shall render all or any of the services described in the attached documents on NNR terms and conditions and in accordance with the terms of reference stipulated in the bid document (which shall be taken as part of, and incorporated into bid proposal)

4.3 The bidder shall prepare possible presentation should the NNR require such and the bidder shall be notified thereof in time before the actual presentation date.

4.4 The bidder hereby agrees that the offer herein shall remain binding upon receipt of acceptance by the NNR during the validity period indicated and calculated from the closing date of the bid; this offer and its acceptance shall be subject to the terms and conditions in this bid document.

4.5 The bidder shall confirm their satisfaction to the correctness and validity of the bid response that the price/s quoted cover all the work/items(s) specified in the bid response document and that the price(s) cover all obligations under a resulting contract and he/she accept that any mistake regarding price(s) and calculations will be at their own risk.

- 4.6 The bidder accepts full responsibility for the proper execution and fulfillment of all obligations and conditions arising under this agreement as the main fulfillment liable due to this contract.

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1 Tax Legislation

- 5.1.1 Bidder(s) must be compliant when submitting a proposal to the National Nuclear Regulator and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 5.1.2 It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 5.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 5.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an on-going basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 5.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 5.1.6 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

5.2 Procurement Legislation

- 5.2.1 The National Nuclear Regulator has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

5.3 Technical Legislation and/or Standards

- 5.3.1 Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

6. TIMELINE OF THE BID PROCESS

- 6.1 All dates and times in this bid are South African standard time.
- 6.2 Any time or date in this bid is subject to change the discretion of the at NNR. The establishment of a time or date in this bid does not create an obligation on the part of the NNR to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the NNR extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7. CONTACT AND COMMUNICATION

- 7.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, **Lindiwe Nkosi** for bid enquiries via email [**Lnkosi@nnr.co.za/ Smpungose@nnr.co.za**] Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.2 The delegated office of [NNR SCM office] may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 7.3 Any communication to an official or a person acting in an advisory capacity for NNR in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 7.4 All communication between the Bidder(s) and NNR must be done in writing.
- 7.5 Whilst all due care has been taken in connection with the preparation of this bid, NNR makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. NNR and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.6 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

8. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

9. COUNTER CONDITIONS

The Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

10. FRONTING

- 10.1 The NNR supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the NNR condemns any form of fronting.
- 10.2 The NNR, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the NNR may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

The NNR reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

12. SUBMISSION OF PROPOSALS

- 12.1 Bid documents with proposals delivered / couriered must be placed into the bid box situated at National Nuclear Regulator office, Eco Glades 2, Block G, Eco Glades Office Park, 420 Witch-hazel Avenue, Centurion on or before the closing date and time.
- 12.2 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting bulky documents. The NNR will not take responsibility for the bid documents left anywhere else other than the bid box as indicated in paragraph 12.1 above. Bidders are encouraged to send an email to LNkosi@nnr.co.za to make arrangements.
- 12.3 Bid documents will only be considered if received by NNR before the closing date and time, regardless of the method used to send or deliver such documents to the NNR.
- 12.4 The bidder(s) are required to submit a bid proposal comprising of: One (1) original, Two (2) duplicates) and; One (1) CD-ROM or memory stick/flash drive/usb with the information of the original file

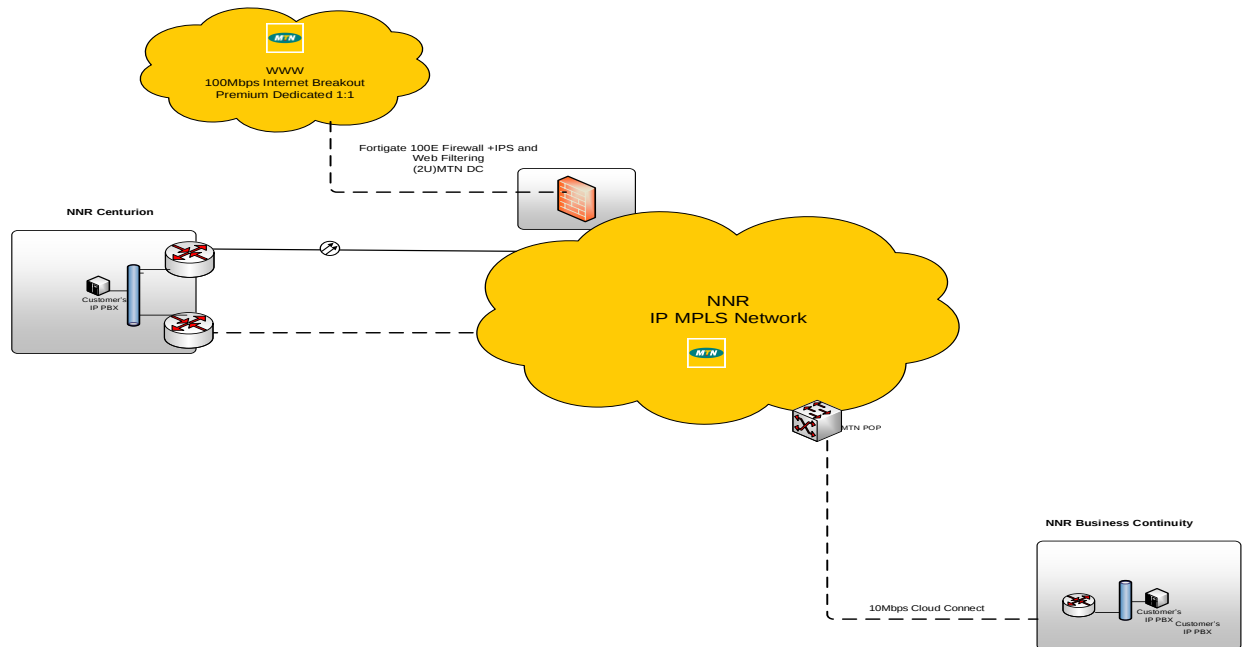
SECTION 4: TERMS OF REFERENCE

1. INTRODUCTION

- 1.1. The National Nuclear Regulator (NNR) is a public entity which is established and governed in terms of Section 3 of the National Nuclear Regulator Act, (Act No 47 of 1999) to provide for the protection of persons, property and the environment against nuclear damage through the establishment of safety standards and regulatory practices.

2. PURPOSE AND BACKGROUND

- 2.1. The NNR wishes to appoint a suitably qualified and experienced service provider to provide Business Continuity Services (Disaster Recovery Services) and regular testing for a period of three (3) years.
- 2.2. The service provider should take note that the NNR server infrastructure is built on VMware and ESXi 6.x with backup to QNAP and internal storage done using Veeam backup and replication.
- 2.3. The current business model of the National Nuclear Regulator relies mostly on information systems and Information and Communications Technology to perform its duties. ICT systems therefore form a very important part of the daily operations of the NNR.
- 2.4. The NNR must therefore ensure that these systems and resources are protected in line with the ICT policy and strategy which require that Business Continuity and Disaster Recovery plan be maintained at all times to ensure all critical business systems are available at all times even after a disaster.
- 2.5. The NNR and the Service Provider shall establish a link to the MTN MPLS that will link the NNR with the Business Continuity site with the details as depicted in the below diagram:

NNR Solution Diagram


- 2.4 NNR data is currently being backed up into the Network Attached Storage (Brand being QNAP) devices using Veeam backup and restore software.

3. SCOPE OF WORK

- 3.1 The service provider must provide Business Continuity Services (Disaster Recovery Services) site, which must be within 15-35 kilometres away from the NNR Centurion office located at the address below:

Eco Glades Office Park , Eco Glades 2 Block G
 Witch Hazel Avenue, Highveld Ext 75
 Eco Park
 Centurion

- 3.2 In a case when a disaster is declared by the NNR and Business Continuity Services (Disaster Recovery Services) is invoked (even during BCP testing), the Business Continuity service provider must provide the following:

- Infrastructure;
- LAN Connectivity;
- Internet;

Non-Restricted

- Hosting space;
- Secure data centre;and
- Parking space.

3.3 The Business Continuity site facility should have the following;

- 20 workstations each with telephones;
- 1 meeting room that can accommodate 5 – 10 people;
- 1 meeting room that can accommodate 10 – 15 people;
- 1 projector or display screen with HDMI input with Minimum 55 inches width projection size for each meeting room; and
- Sufficient parking space (>15).

4. BUSINESS CONTINUITY SITE REQUIREMENTS

4.1 In case of a disaster or testing, the following must be available at the site:

4.1.1 ENVIRONMENTAL CONTROLS

Power: This should be based on the reliability which should include dual power feeds from the utility, UPS, multiple circuits to systems and equipment and on-site generators.

Main Electrical Supply	Eskom
Generators	Automatically operated back-up diesel generators
UPS	parallel redundant Uninterruptible Power Supply systems with battery arrays
Dual power rack feeds	Dual power feeds to rack / cabinets

Cooling: The standard should incorporate ventilation, airflow systems “hot aisle-cold aisle configuration”, heat or temperature control and monitoring systems etc.

Temperatures	Maintain reasonable room temperature (23 Deg Celsius or below)
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Fire Prevention: The fire protection systems in place should have relevant fire prevention programs in operations which function optimally. The facilities should have smoke detectors installed to provide early warnings. Automated clean agent fire suppression gaseous systems should also be in place.

Detection	Both heat and smoke sensing
Suppression	Standard

4.1.2 ACCESS CONTROL

4.1.2.1. Physical access to the working site should be restricted to NNR personnel.

4.1.2.2 Due to the critical nature of the NNR systems, video camera surveillance and security guards should be present at all times.

4.1.3 CONNECTIVITY REQUIREMENTS FOR THE BC SITE AND SERVICE.

Key Performance Indicator	Service Description	Service Level	Service Hours
Network Connectivity	Connectivity speed between the servers and switch must be at least 1 Gigabit inside the Data Centre.	99.95% Availability, 4 Hour MTTR (Mean Time To Repair)	24 x 7
Replication Link	The service provider should provide: 1 x 50 Mbps internet link for secure/encrypted replication 1 x 50 Mbps for replication redundancy - Replication must be able to be restored to seven previous versions		

4.1.4 STORAGE REQUIREMENTS

The bidder must provide the following hosting capacity:

a) ESXi servers and Veeam recovery capability is as follows;

DESCRIPTION	SPECIFICATION
Memory requirement	292 GB
CPU	96 Cores
Hard Disk space	30 TB

b) Additional 2U rack space to accommodate one server on Disaster Recovery invocation.
Firewall to protect WAN (Wide Area Network) to LAN (Local Area Network)

4.1.5 MPLS CONNECTIVITY.

The NNR will provide a link from MTN MPLS to the service provider into the service provider's network which should be configured by the BCS service provider for the purpose of making the NNR Recovery infrastructure accessible on the NNR MPLS:

- The BCS service provider should configure VLAN for the NNR recovery infrastructure which is accessed through the MPLS.
- The service provider should create restrictions to ensure that the link is used only for NNR data traffic.
- The service provider should ensure that the Fibre or Microwave link from MTN will be allowed at the recovery site.
- The service provider should be able to switch and re-route the NNR network to MTN.
- MTN will forward or re-route calls to the BCS service provider and must be able to assign the calls to the relevant telephone extension.

4.1.6 BCP TESTING

NNR will require a total of 4 (four) tests annually for the period of the contract and the service provider will be expected to:

- Prepare the environment for testing.
- Provide technical personnel who will assist with the configurations and connections
- Provide a host coordinator to assist the NNR personnel who will be on site for the testing and when there is a disaster.

a. TESTING EXERCISE

The NNR will notify the service provider in writing at least one (1) business day before the testing e.g. via e-mail.

4.2 FULL DISASTER (In case of a full disaster the following should apply)

The NNR will notify the service provider at most eight (8) hours in advance to prepare the site.

SECTION 5 A: MANDATORY TECHNICAL REQUIREMENTS**1. MANDATORY TECHNICAL REQUIREMENTS**

Bidders must indicate compliance with the requirements below by ticking the appropriate column (i.e. Comply / Not Comply):

Note: The following specific requirements must be met by the bidders and it is expected that the bidder must provide proof to substantiate the information

1.1. Mandatory	Comply	Not Comply								
The bidder must confirm that they have complied with the requirement and platform to host the technologies listed below by providing a system generated report or screenshots that proves the available space as listed below: a) ESXi servers and Veeam recovery capability is as follows <table><tr><th>DESCRIPTION</th><th>SPECIFICATION</th></tr><tr><td>Memory requirement</td><td>292 GB</td></tr><tr><td>CPU</td><td>96 Cores</td></tr><tr><td>Hard Disk space</td><td>30 TB</td></tr></table> b) Additional 2U rack space to accommodate one server on Disaster Recovery invocation. c) Equipment provided must be covered by a warranty or have a maintenance contract d) Firewall to protect WAN (Wide Area Network) to LAN (Local Area Network). e) Added the ability to backup the system when a disaster occurs and the NNR is hosted at the disaster site.	DESCRIPTION	SPECIFICATION	Memory requirement	292 GB	CPU	96 Cores	Hard Disk space	30 TB		
DESCRIPTION	SPECIFICATION									
Memory requirement	292 GB									
CPU	96 Cores									
Hard Disk space	30 TB									
Substantiate / Comments										

1.2. Mandatory	Comply	Not Comply
The bidder must provide Business Continuity (Disaster Recovery) site, which must be within 15-35 kilometres away from the NNR Centurion office:		
Substantiate / Comments		

2. SPECIAL INSTRUCTIONS TO BIDDERS

2.1. Bidders must provide full and accurate answers to the mandatory questions posed in this document, and where required, explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific technical requirements. All documents as indicated must be supplied as part of the submission.

2.2. Bidders who do not comply with the mandatory requirements will not be considered.

Non-Restricted

SECTION 5B: EVALUATION CRITERIA, METHODOLOGY AND SELECTION PROCESS

1. FUNCTIONAL EVALUATION

- 1.1. Functional requirements will be evaluated in accordance with the evaluation criteria stipulated in the bid document bidders who score **60 out of 80** will be considered for next phase of evaluation.
- 1.2. Site inspection evaluation – Bidders will be evaluated in accordance with the evaluation criteria stipulated in the bid document : bidders who score **15 out of 20** will be considered for price and BBB-EE evaluation
- 1.3. Price and BBB-EE will be evaluated in accordance with the **80/20** points system as outlined in the PPR of 2017.
- 1.4. Bidders must as part of their bid document submit supportive documentation for all the functional requirements as indicated hereunder. The bids will be evaluated and scored based on the submission and information provided.
- 1.5. The functional bid proposal will be evaluated on a scale of **0-5** in accordance with the criteria below. The rating will be as follows; 0= very poor, 1=poor; 2= Average; 3= Good; 4= Very Good and 5= Excellent.

Total points scored by bidder for functionality= Weighted value score

Percentage allocated for functionality (100)

_____X

Maximum Potential Score (500)

No	FUNCTIONAL EVALUATION CRITERIA	WEIGHT
1	PROJECT IMPLEMENTATION PLAN	
	The bidder must provide a detailed plan on how they will implement the project: explain the process by addressing the following; • Provide a setup plan for initial data replication • Provide a setup plan for connectivity to the NNR MPLS network • Provide a plan on how the testing will be conducted	25
2	TECHINICAL EXPERIENCE	
	The bidder must provide evidence of services rendered in related projects stating recovery in using Veeam Backup and Replication • Platinum Partnership = 5 • Gold Partnership = 4 • Silver Partnership = 3 • Bronze Partnership = 2 • Reseller Partnership = 1 • No Partnership = 0	15
3	ISO 22301 CERTIFICATION	
	Certification of the company and a team member in providing Business Continuity Services (IT disaster recovery service) At least one (1) team member from the side of the service provider should be an ISO implementer/auditor certified • 3 * ISO 22301 implementer Certificates. = 5 • 2 * ISO 22301 implementer Certificates. = 4 • 1 * ISO 22301 implementer Certificate. = 3 • 2 * ISO 22301 implementation exam certificates. = 2 • ISO 22301 Implementation exam certificate. = 1 • No Certificate = 0	15
4	PROPOSED NETWORK REPLICATION LINK	
	The bidder must provide methodology on how they will manage employee confidentiality and records. • Provide more than 50Mbps internet and more 50Mbps backup = 5 • Provide 50Mbps internet and backup link of 50Mbps. = 4 • Provide less than 50Mbps internet and less 50Mbps backup = 3 • Provide less than 35Mbps internet and less 35Mbps backup. = 2 • Provide less than 20Mbps internet and less 20Mbps backup = 1 • No proposal = 0	10
5	COMPANY EXPERIENCE	
	The bidder must provide signed letters of reference demonstrating the company experience in providing Business Continuity Services (Disaster Recovery Services). (letters must be compliant i.e. must be in a company letterhead, signed with contact details, service rendered)	15

	(3) three compliant letters = 3 (2) two signed compliant letters = 2 (1) one signed compliant letter = 1 (0) zero or irrelevant letters = 0 <i>(Unsigned letters, letters of award and purchase orders will not be considered)</i>	
	FUNCTIONAL TOTAL	80

SITE INSPECTION EVALUATION

Bidders scoring 60 out of 80 points on functionality will be evaluated on site inspection

Bidders scoring 60 out of 60 points on functionality will be evaluated on site inspection				
	EVALUATION CRITERIA			
1	SITE INSPECTION	SCORING MATRIX		WEIGHT
	An inspection of the DR facility (data centre and office space) .The following will be looked at during the site inspection 1. Can the facility accommodate 30 workstations 2. Does the facility have a meeting room 3. Does the facility have backup electricity (diesel generator); and 4. Does the data centre have at least the following; - Fire suppression system; - Uninterrupted power supply; - Access control system - Parking space; and - Is the site within 15-35 kilometres away from the NNR Centurion office.	the bidder complied with all the requirements as listed and provided an evacuation plan AND diesel generator service records.	5	20
		the bidder complied with all the requirements as listed and provided an evacuation plan OR diesel generator service records	4	
		the bidder complied with all the requirements listed.	3	
		the bidder complied with three (3) of the listed requirements	2	
		the bidder complied with one (1) or two (2) of the listed requirements	1	
		No site	0	
	TOTAL			20
	FUNCTIONAL & INSPECTION TOTAL			100

PHASE 3: PRICE AND BBBEE PREFERENCE POINT SYSYTEM

All bids that achieve the minimum qualifying score (acceptable bids) will be evaluated further in terms of preference points system as follows:

Criteria Applicable	Weight
Price	80
BBBEE	20
Total	100 points

SECTION 6: PRICE PROPOSAL**PRICING SCHEDULE****(Professional Services- FIRM PRICES)**

NAME OF BIDDER	
BID NUMBER: NNRSCM-06-2021	
CLOSING TIME: 11:00am	CLOSING DATE: 17 SEPTEMBER 2021
BID DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF BUSINESS CONTINUITY SERVICES (DISASTER RECOVERY SERVICES) TO THE NATIONAL NUCLEAR REGULATOR (NNR) FOR A PERIOD OF THREE (3) YEARS

DESCRIPTION		QUANTITY	TOTAL MONTHLY COST
1. Syndication and DR server solution		1	R
DESCRIPTION	SPECIFICATION		
Memory requirement	292 GB		
CPU	96 Cores		
Hard Disk space	30 TB		
2. Replication and Disk storage		1	R
3. Mobile server		1	R
4. Office recovery		22	R
5. Tape Technology		1	R
6. Container collection (for initial setup)		1	R
7. BCP Annual Test		4	R
8. Any other cost (specify)			R
SUB-TOTAL			R
VAT			R
TOTAL COST (INCL. VAT)			R

CONDITIONS AND REQUIREMENTS APPLICABLE TO THE PRICING PROPOSAL

- 1. Bidder's **MAY** submit a separate Price schedule other than completing the table above however the Pricing schedule must reflect all the services required, listing all the items as per the scope of work. (IF a separate pricing schedule is submitted with the proposal it must be clearly referenced) Failure to complete the table above or provision of separate pricing schedule will lead to disqualification. **(different price options with different or amended scope of work will not be considered only one price proposal must be submitted as per the bid requirements)**
- 2. It is mandatory to indicate your total price on the price declaration form below. This price must be the same as the total price submitted on the bidders pricing schedule/table above. Should the total price differ (i.e. have discrepancies), the price indicated on the price declaration form below shall be considered and used for evaluation. Omission and /or errors will not be considered.
- 3. Fees must be quoted in South African Rands and must be vat inclusive (Value Added Tax at 15%), inclusive of any escalation or any potential future alteration required. Prices are to remain fixed and valid for the period of the project.
- 4. **Bidders must ensure that all rates/amounts include all costs, disbursements, and escalations deemed necessary. No additional costs will be allowed.**
- 5. **Only fixed prices will be accepted.** Non-fixed (including prices subject to rates of exchange variations) will not be considered. Failure to provide fixed prices may result in disqualification.
- 6. The bidder is responsible for any costs associated with the preparation of this bid.

PRICE DECLARATION FORM

- 1. Having read through and examined the Request for Bid (RFB Document, General Conditions, The requirement and all other Annexures to the RFB Document, we offer to provide services to NNR at the total bid amount of:

R..... (Including VAT)

In words

.....(Including VAT)

- 2. We confirm that this price covers all costs associated with the scope of work as required for the project. We confirm that NNR will incur no additional costs whatsoever over and above this amount in connection with the provision of this service.
- 3. We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of services when required to do so by the NNR.
- 4. We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.
- 5. We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNEDDATE:.....

Non-Restricted

ANNEXURE 1

SBD 6.1

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.

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

- 1.2 The 80/20 preference point system will be applicable to this tender.

- 1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

- 1.4 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

- 1.5 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.
- 1.6 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:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“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;
- (j) **“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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

Non-Restricted

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]

Non-Restricted

- 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.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SBD 6.2

ANNEXURE 2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

Non-Restricted

- 1.6 A bid may be disqualified if –
- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goodsStipulated minimum threshold

1.

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTIC must be informed accordingly in order for the DTIC to verify and in consultation with the AO/AA provide directives in this regard.

Non-Restricted

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY 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)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

ANNEXURE 3: DECLARATION OF INTERESTSBD 4

1. Any legal person, including persons employed by the state¹, 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/a person who are/is 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.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 2.1 Full Name of bidder or his or her representative:
- 2.1 Identity Number:.....
- 2.2 Position occupied in the Company (director, trustee, shareholder², member):.....
- 2.3 Registration number of company, enterprise, close corporation, partnership agreement or trust:
- 2.4 Tax Reference Number:
- 2.5 VAT Registration Number:
- 2.6.1 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 paragraph 3 below.
- 1"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.
- 2"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
- 2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO
- 2.7.1 If so, furnish the following particulars:

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:

.....

2.7.2

If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1

If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2

If no, furnish reasons for non-submission of such proof:

.....

.....

2.8

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?

YES / NO

2.8.1

If so, furnish particulars:

.....

.....

2.9

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?

YES / NO

2.9.1

If so, furnish particulars.

.....

.....

2.10

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?

YES/NO

2.10.1

If so, furnish particulars.

.....

.....

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.....

2.11

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?

YES/NO

2.11.1 If so, furnish particulars:

.....

.....

3 Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

ANNEXURE 4 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

SBD 8

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1	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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	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?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	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?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE 5 CERTIFICATE OF INDEPENDENT BID DETERMINATION**SBD 9**

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. Disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. Cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ Bid
 Number and Description)

in response to the invitation for the bid made by:

 (Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
 (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

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- (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
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 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.
8. 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.
9. 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 **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.**

10. 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.

..... Signature	 Date
..... Position	 Name of Bidder

ANNEXURE 6 THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

THE NATIONAL TREASURY
Republic of South Africa



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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, 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

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- 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 |

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		or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
	8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
	8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier
	8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9.	Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
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 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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 | <p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 |

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		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 fulfilment of other obligations stipulated in the contract.
	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default** 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part.
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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	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 wilful 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.

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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.

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Signature

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Date

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Position

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Name of Bidder

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