National Nuclear Regulator

INVITATION TO BID

BID NO.	NNRSCM-01-2022
CLOSING DATE AND TIME	17 JUNE 2022 AT 11h00am
NON-COMPULSORY VIRTUAL BRIEFING SESSION (the virual briefing session link will be published on the NNR website-MS Teams)	07 JUNE 2022 AT 12h00- 13h00
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MULTI- PROTOCOL LABEL SWITCHING (MPLS) NETWORK AND INTERNET SERVICES FOR ALL NNR OFFICES FOR A PERIOD OF FIVE (5) YEARS.**
BID VALIDITY PERIOD	90 days (from closing date)
SCM enquiries: Contact Person: Lindiwe Nkosi or Sanelisiwe Mavundla Tel: 012 674-7100 e-mail: Lnkosi@nnr.co.za / SMavundla@nnr.co.za	**Technical enquiries:** Contact Person: Julian Bolton Tel: 012 674-7100

caring excellence integrity openness & transparency teamwork safety & security

Non-Restricted

DETAILS OF THE BIDDER

Name of bidder	
Registration number	
Tax Reference number *	
SARS Tax 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:____

**Mandatory

SECTION 2

CONTENTS

Bidders are to ensure that they received all pages of this document, which consists of the following:

SECTION 1

INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL NUCLEAR REGULATOR					
BID NUMBER:	NNRSCM-01-2022	CLOSING DATE: **17 June 2022**		CLOSING TIME:	**11H00am**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MULTI-LABEL PROTOCOL SWITCHED (MPLS) NETWORK AND INTERNET SERVICES FOR ALL NNR OFFICES FOR A PERIOD OF FIVE (5) 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	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			

(CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	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	Lindiwe Nkosi Sanelisiwe Mavundla	CONTACT PERSON	Mr JR Boulton
TELEPHONE NUMBER	012 674-7100	TELEPHONE NUMBER	012 674-7100
E-MAIL ADDRESS	LNkosi@nnr.co.za /Smavundla@nnr.co.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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, 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. PRE-QUALIFICATION CRITERIA (MANDATORY REQUIREMENTS)		
Without limiting the general requirements of the NNR for this bid, bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will not be evaluated further, should the submission not comply with all the mandatory requirements and for failure to fully complete, and sign the SBD Forms and to initial each page of the General Conditions of Contract.		
CHECKLIST OF DOCUMENTS TO BE SUBMITTED (PLEASE TICK IN THE RELEVANT BLOCK BELOW)		
DOCUMENT DESCRIPTION	**YES**	**NO**
It is a requirement that all suppliers/ services providers to providing services to the NNR must be registered on the National Treasury Central Supplier Database (CSD). Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: http://ocpo.treasury.gov.za/Pages/default.aspx Bidders are therefore required to submit proof of their registration on the CSD.		
Bidders must ensure compliance with their tax obligations. 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. Bidders may also submit a printed TCS together with the bid. Bids submitted without any one of the above particulars, will be deemed to be non-responsive.		
Bidders are required to submit original or certified valid B-BBEE certificates / sworn affidavit in order to substantiate rating claims. If bidders do not submit certificates or are non-compliant contributors to B-BBEE they will not qualify for preference points for B-BBEE.		
General Conditions of Contract Bidders must initial each page and return the document as part of their submission. Bids submitted without an initialed General Conditions of Contract will be deemed to be non-responsive and will not be considered further		
SBD 3.3 - Pricing Schedule (Rates) (Fully Completed and Signed)		
SBD 4: Fully Completed and signed Declaration of Interest accompanied by clear and certified copies of directors/members identity documents		
Internet Service Provider Association membership certificate: Bidder must provide the **Internet Service Provider Association membership certification (failure to provide the bidder will be disqualified)**		

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 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 themself 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 gets 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 Servive 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 biding 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. To contact references during the evaluation and adjudication process to obtain information

23. 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.

24. Negotiate rates submitted by bidders.

25. Such cancellation shall mean that the NNR reserves the right to award the same proposal to the next best bidder as it deems fit.

26. 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.

27. 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.

5.1.7 Bids received from bidders with a non- compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

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 Telephonic requests for clarification will not be considered. Any clarification required by a bidder regarding the the Terms of Reference/specifications, or any other aspect concerning this bid or bid document, **must be requested in writing (e-mail)** stating the bid reference number from the following contact person(s), **Sanelisiwe Mavundla and Lindiwe Nkosi e:mail Smavundla@nnr.co.za Lnkosi@nnr.co.za**

7.1.1 Queries received will be responded to within two (2) working days of receiving the query.

7.1.2 The NNR will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.

7.2 The 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 and

Competition, 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 *SMavundla@nnr.co.za* / *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 requires the services of a competent service provider to provide the MPLS services for a period of 5 years.

2.2 The offices of the NNR are located at:

1.1.1. Centurion Offices at 420 Witch Hazel Street, Centurion

1.1.2. Cape Town Offices at 12 Raats Street, Tableview, Cape Town

1.1.3. NNR Lab at ARC Offices in Belverdere Street, Pretoria

1.1.4. NNR CNSS Offices at University of Pretoria, Main Campus

2.3 External offices that link to the NNR sites

1.3.1 NECSA Data Centre at Pelindaba

1.3.2 Selected NNR Business Continuity Service Provider (within Gauteng province)

3. SCOPE OF WORK

3.1 The successful service provider will be required to provide MPLS services and support to the NNR in, but not limited to, the following:

- Supply and Install routers and links for new internet links and failover links
- Supply and Install necessary equipment to ensure that the failover works
- Provide Firewall Services
- Port Telkom and retain phone numbers from the current Internet service provider
- Port assigned fax numbers from current Service Provider
- Provide Voice over IP Services

- Apply routing and Quality of Service (QoS) configurations of voice, data and video as per NNR requirments;
- Provide secure Internet Service Provider (ISP) services
- Provide the Network architecture diagram
- Liase with current MPLS service provider and ensure a smooth transition to new MPLS services;
- Perform pre- and post-installation inspections to verify that installation requirements are met;
- Execution of the project plan where the primary lines must be in place within three months after Purchase Order was provided by the NNR, (Project plan to be developed by bidder);
- Support and maintain the Internet Services
- Where services are outsourced by the winning bidder it the responsibility of the bidder to manage and coordinated with their service providers and the winning bidder takes full responsibility for any sub-contractors.
- Service provider need to obtain permission from NNR landlords for all earthworks and installations.

4. SPECIFICATONS

4.1 Service Performance

Area of work	Scope of work
Infrastructure Performance/Maintenance	• infrastructure needed to maintain > 99% uptime • 24*7 support and monitoring of the MPLS network and provide monthly reports • All Links must be 1:1 with no contentions • All links must have redundancy in active-active mode
Support	• Must assign a service manager to the NNR account • Failover Line Testing should be conducted monthly and provide reports of this testing to the NNR • Service provider to be chosen must have a 24*7 helpdesk system • Service provider must provide telephonic support. • Service provider should have a response time of 30 minutes maximum (NNR office hours are measured

	between 07:00 and 18:00) and have a resource assigned to the logged call within an hour.
	• The service provider must provide the NNR with tools to monitor the network performance not limited to the following:
	  ○ View network performance
	  ○ Network uptime and quality of services
	  ○ Ability to print reports

4.2 Technical Specification

LOCATION	PRIMARY REQUIREMENTS	FAIL OVER
Firewall Services	Provide firewall services at MPLS level located at the Service Provider.	Firewall services should have failover at the services provider location
NNR Centurion Offices internet link	Must have atleast 300 mbps link into the MPLS	300 mbps failover link must be provided
NNR Cape Town Offices	Must have at least 300 mbps link into the MPLS	100 mbps link failover link must be provided
NNR Laboratory	Must have at least 100 mbps link into the MPLS	50 mbps link failover link must be provided
NNR CNSS Offices at University of Pretoria	Must have at least 100 mbps link into the MPLS	50 mbps failover link must be provided
NECSA	Must have at least 10mbps link into the MPLS.	N/A
Selected NNR Business Continuity Service Provider	Must have at least 50mbps link into the MPLS.	N/A
Telephone Numbers	236 Telkom numbers need to be ported from the current service provider with these ranges: • 012 001 **** • 012 674 **** • 021 553 ****	
Firewall and VPN services	Provide VPN tunnelling services and link to the NNR internal VPN server and firewall.	N/A
Hosted Fax services	Fax Hosted Services for at least 5 users	

4.3 Project plan

4.3.1 The project plan provided must clearly indicate the following:

- a clear project change management and communication plan;
- a service transition plan from the current service provider;
- a schedule that must be executed within five (5) months including handover period after the appointment of the successful service provider;
- achievable milestones and deliverables;
- an experienced and capable project leader;
- how sub-contractors will be managed where applicable whilst adhering to project dealines and turnaround times;
- how switch over will be conducted without disruption to services.

4.3.2 Reporting requirements

4.3.2.1 The following reporting requirements are expected:

- weekly project progress meetings and reports;
- provision of a Project closeout report with detailed network WAN layout diagram;
- provision of monthly operational report and quarterly performance reports. This includes a uptime report that reflects uptime of the network from 7h00 to 18h00;
- monthly Billing Report.

4.3.3 Service Uptime and helpdesk

4.3.3.1 the successful bidder must have a 24*7 helpdesk system for support that will ensure the logging of calls for support and be able to responds within 2-4 hours.

4.3.3.2 The service provider must be able to proactively nofity the NNR when there are issues on the lines.

4.3.3.3 The successful bidder will be required to adhere to the following service levels and response times:

Service level Type	7h00 to 18h00 uptime	Offices Impacted	Redundant Links Required	Production links Down, Maximum Response Time	Production links Down, Maximum Assigned Time
Priority One	99.99%	Centurion head Office	Yes	0.5 hours	1 hours
Priority One	99.99%	Internet Link	Yes	0.5 hours	1 hours
Priority One	99.99%	Cape Town Office	Yes	0.5 hours	1 hours
Priority One	99.99%	Laboratory and CNSS	Yes	0.5 hours	1 hours
Priority Two	99.0%	NECSA Link	No	0.5 hours	4 hours

4.3.4 The NNR ICT team must be provided with the network configuration information and the service provider must update the configuration document as per the NNR change control process. All routers must be able to export netflow management data to the NNR network management system namely ManageEngine OpManager.

4.3.5 The service helpdesk are not allowed to close calls without feedback from the NNR ICT personnel.

SECTION 4: EVALUATION CRITERIA, METHODOLOGY AND SELECTION PROCESS

1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

Phase I: Mandatory Evaluation

Bidders who do not comply with any or all the mandatory requirements will not be considered and will be disqualified.

LOCATION	PRIMARY REQUIREMENTS	COMPLY/ NOT COMPLY	FAIL OVER	COMPLY/ NOT COMPLY
Firewall Services	Provide firewall services at MPLS level located at the Service Provider.		Firewall services should have failover at the services provider location	
NNR Centurion Offices internet link	Must have atleast 300 mbps link into the MPLS		300 mbps	
NNR Cape Town Offices	Must have at least 300 mbps link into the MPLS		100 mbps link	
NNR Laboratory	Must have at least 100 mbps link into the MPLS		50 mbps link	
NNR CNSS Offices at University of Pretoria	Must have at least 100 mbps link into the MPLS		50 mbps failover link must be provided	
NECSA	Must have at least 10mbps link into the MPLS.		N/A	
Selected NNR Business Continuity Service Provider	Must have at least 50mbps link into the MPLS.		N/A	
OTHER SERVICES				
Telephone Numbers	236 Telkom numbers need to be ported from the current service provider with these ranges: • 012 001 **** • 012 674 **** • 021 553 ****			
Firewall and VPN services	Provide VPN tunnelling services and link to the NNR internal VPN server and firewall.		N/A	
Hosted Fax services	Fax Hosted Services for at least 5 users			

Phase II: Functionality evaluation as per attached Terms of Reference

a. Bids will be evaluated according to the bid evaluation criteria stipulated in the terms of reference.

b. Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The committee responsible for scoring the respective bids will evaluate and score all bids based on the submissions and the information provided.

c. Bidders will not rate themselves, but need to ensure that all information is supplied as required.

d. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

e. The committee will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following 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 Criteria	Evaluation Criteria	Score	Weight
1	Bidder has service desk to support the NNR and has provided supporting documents for these:	• Has 24*7 helpdesk service • Has national footprint to support all sites • Has an implemented ITIL process • Track records of notification services via SMS or Whatsapp	5	**20**
		• Has 24*7 helpdesk service • Has national footprint to support all sites • Has an implemented ITIL process	3	
		• Has 24*7 helpdesk service • Has national footprint to support all sites	1	
2	The bidder must provide signed letters or evaluation reports of reference demonstrating competency and experience in providing MPLS services with reference to the bidding company. (letters must be in a company letterhead, signed with contact details, service rendered and period of contract): NNR reserves the right to verify letters or evalution reports	5 /> signed letters	5	**15**
		3 – 4 Signed letters	3	
		1 – 2 Signed letters	1	
3	The bidder must provide a experienced project manager. CV must clearly indicates the Project management years of experience in similar projects. If the bidder changes the project manager during the project, the substitude PM should have the same or more years of experience in similar projects.	4-5 years (/>) Experience	5	**15**
		2-3 years experience	3	
		1-2 years experience	1	
		No experience	0	
4	Experience of the bidder – company experience in providing MPLS services.	5+ years (/>) Experience = 5 3-4 years experience = 3 1-2 years experience = 1 No experience = 0		**15**

<table>
<tr><th>No.</th><th>Functional Criteria</th><th>Evaluation Criteria</th><th>Score</th><th>Weight</th></tr>
<tr><td rowspan="5">5</td><td rowspan="5">Bidder must provide a project plan with activities, timelines and deliverables for this project as per the scope in 3.1 The plan must also indicate how the switch over will be done within 5 months with no disruptions. The plan must address the following:

1. Take over plan from the current ISP
2. Adherence to 5 months takeover
3. Provision of MPLS monitoring
4. Provision of primary and secondary links
5. Porting of telephone numbers</td><td>The plan is clear, covers all aspects and delivers within required time</td><td>5</td><td rowspan="5">35</td></tr>
<tr><td>Plan is clear and does cover 3-4 aspects</td><td>4</td></tr>
<tr><td>Plan is clear and does cover only 1-2 aspects</td><td>3</td></tr>
<tr><td>No Plan</td><td>0</td></tr>
<tr><td></td><td></td></tr>
<tr><td colspan="4">Total functional points</td><td>100</td></tr>
<tr><td colspan="4">Minimum threshold</td><td>70</td></tr>
</table>

f. Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.

g. Only bidders that have met or exceeded the minimum threshold of 70 out of 100 for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.

h. Any proposal not meeting a minimum score of 70 for functionality proposal will be disqualified.

Phase III: Price/Financial stage and B-BBEE

a. Pricing proposals must be submitted in South African Rand.

2. PRICE AND BBBEE EVALUATION

The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000 (all applicable taxes included).

a. A maximum of 80 will be allocated for price on the following basis:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

b. A maximum of 20 points will be awarded to a bidder for being a Broad-Based Black Economic Empowerment (BBBEE) contributor and allocated points as stipulated on the table below.

1. POINTS

Bidders are required to submit valid original or certified copies of their B-BBEE document Level Certificates from a SANAS accredited verification agency or sworn affidavit. Failure to submit this document will to no award of BBBEE points. The 80/20 preference points systems will be applied in accordance with the formula and applicable points as per the table below.

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

c. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.

d. NNR may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.

e. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

SECTION 2: PRICE PROPOSAL

PRICING SCHEDULE **(Professional Services- FIRM PRICES)**

NAME OF BIDDER	
BID NUMBER: NNRSCM-01-2022	
CLOSING TIME: 11:00am	CLOSING DATE: **17 JUNE 2022**
BID DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MULTI- PROTOCOL LABEL SWITCHING (MPLS) NETWORK AND INTERNET SERVICES FOR ALL NNR OFFICES FOR A PERIOD OF FIVE (5) YEARS.

PERIOD	Service to be provided	Service Cost (inclusive of VAT)	Pricing Proposal
Year one (1)	Project Implementation	**R**	
	MPLS Primary Lines	**R**	
	MPLS Secondary Lines	**R**	
	Internet Services	**R**	
	Other Services	**R**	
Year two (2)	MPLS Primary Lines	**R**	
	MPLS Secondary Lines	**R**	
	Internet Services	**R**	
	Other Services	**R**	
Year three (3)	MPLS Primary Lines	**R**	
	MPLS Secondary Lines	**R**	
	Internet Services	**R**	
	Other Services	**R**	
Year four (4)	MPLS Primary Lines	**R**	
	MPLS Secondary Lines	**R**	
	Internet Services	**R**	
	Other Services	**R**	
Year five (5)	MPLS Primary Lines	**R**	
	MPLS Secondary Lines	**R**	
	Internet Services	**R**	
	Other Services	**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.

ANNEXURE 1

BIDDER'S DISCLOSURE **SBD 4**

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:…………………………………………………………………………………

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

2.3.1 If so, furnish particulars:……………………………………………………………………………

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

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

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

3.4 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.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………
Signature Date

……………………………… ……………………………………………
Position Name of bidder

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

ANNEXURE 3 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 foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods

1.22 "Republic" means the Republic of South Africa

1.23 "SCC" means the Special Conditions of Contract

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

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.

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.

……………………………………………… ……………………………………

Signature Date

Non-Restricted