

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	IPID03/2023/2024	CLOSING DATE:	25 August 2023	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, ASSEMBLE AND INSTALL THE OFFICE FURNITURE AT INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (IPID) OFFICES, NATIONAL OFFICE, PRETORIA AND IN PROVINCIAL AND SATELLITE OFFICE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID BOX, GROUND FLOOR, BENSTRA BUILDING, 473 STANZA BOPAPE STREET, ACARDIA, PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms F Maseko		CONTACT PERSON	Mr M GQALANE/ MR M DIALE	
TELEPHONE NUMBER	012 399 0095		TELEPHONE NUMBER	012 399 0103/0089	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	fmaseko@ipid.gov.za		E-MAIL ADDRESS	mgqalane@ipid.gov.za/mdiale@ipid.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: IPID03/2023/2024
Closing Time 11:00	Closing date: 25 August 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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NB: REFER TO ANNEXURE A *of the Specifications*

- Required by:
- At:
.....
- Brand and model:
- Country of origin:
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery:
*Delivery: Firm/not firm
- Delivery basis:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

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.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are Black		8		
Enterprises with ownership of 51% or more by person/s who are Women		8		
Enterprises with ownership of 51% or more by person/s who are Youth		2		
Enterprises with ownership of 51% or more by person/s with Disability		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



independent police investigative directorate

Department:
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

SPECIFICATION OF OFFICE FURNITURE

BID NUMBER: IPID03/2023/2024

THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER, ASSEMBLE AND INSTALL THE OFFICE FURNITURE AT INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (IPID) OFFICES, NATIONAL OFFICE, PRETORIA AND IN PROVINCIAL AND SATELLITE OFFICES

**CLOSING DATE: 25 AUGUST 2023
VALIDITY PERIOD: 120 Days**

1. INTRODUCTION

IPID hereby invites service providers to submit proposals to supply, deliver, assemble and installation of office furniture in its National Office, Provincial and Satellite Offices.

2. SCOPE OF WORK

2.1 Service Provider will be required to:

- 2.1.1 Supply, deliver and instal furniture as listed in **paragraph 6** of this document;
- 2.1.2 Cordinate and schedule the project, from the inception to completion;
- 2.1.3 Ensure quality assurance and control until final inspection and hand over; and
- 2.1.4 Provide detailed inventory of all furniture supplied and installed in each office space.

2.2 Furniture offered must comply with the specifications and quantities listed in **paragraph 6** of this document.

2.3 Furniture Requirements:

- 2.3.1 Modern, contemporary, aesthetically pleasing;
- 2.3.2 Modular, functional ergonomically design; and
- 2.3.3 Suitable for eight (8) hour work day.

2.4 Uncluttered and easy to use.

2.5 All furniture must have a lifespan of five(5) to ten (10) years, taking into account fair and wear and tear.

2.6 Where applicable, the furniture must be able accommodate audio-visual, cabling and LAN points and power points.

2.7 The furniture such as desks must be fitted with corporate connections (i.e. cable connection management, with chrome, spring loaded round top, rising from underneath the desk for access to power and data connectivity).

2.8 Furniture must be durable, easy to clean and maintain.

2.9 Cabinets must have adequate storage and work surface area, modern design and finish.

2.10 The service provider must possess the in-depth knowledge and experience in supply of office furniture as per the specifications.

3. Furniture Specification Requirements

3.1 A service provider must supply, deliver and install furniture according to the requirements mentioned below.

3.2 The service provider will also be expected to deliver and assemble the furniture as specified at the location listed below.

No.	Item Description	Quantities	Delivery Location
1.	Two-way cluster office desk: Pale cream melamine, 2800 x 1400 x 1100mm, 2-way workstation (includes both desks) Glass screen Aluminum frame Each desk has a side storage unit	1	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria
2.	Four drawer steel cabinet with security bar	15	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria
3.	Four way cluster work station melamine , colour cherry wood melamine, deminsions: 4x Cluster Unit 600/1800x1200mm (2x LHS & 2x RHS) 4x 4 Drawer D/H/P + C/L + P/T + Top with Metal Handles Screens 600/1800x500mm (450mm above the desk) Available in Wood or Material 4x steel reticulated cantilever Leg with Covers 4x Steel Reticulated Leg with Covers	13	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria
4.	Bookcase, with three (3) glass doors and bottom 3 wooden doors (dark mahogany) 120cm(L) x 40cm(W) x 200cm(H)	2	National Office, Pretoria (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria
5.	Cherry Oak Roller Cabinet	4	National Office (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria
6.	Chair highback leather black, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather	97	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria
7.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	11	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria

8.	Sliding door Credenza, colour dark mahogany/Sideboard with 4 Door and 3 Drawer 200Lx40Dx80Hcm	1	National Office (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria
9.	Executive Desk, 2000 x 1050 x 800mm desk with dark mahogany veneer finish 80mm thick curved desk top with leather inlay 1200 x 550 x 800mm freestanding credenza with 3 Drawer mobile pedestal with lock brushed aluminum cable ports	2	National Office, Pretoria (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria
10.	Executive Chair Highback Leather, Black, top grain leather, with arm rest and 5-star base, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC, top grain leather	4	National Office, Pretoria (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria
11.	Heavy duty Chair Highback leather, with arm rest and 5-star base, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather, 180 kg	1	National Office, Pretoria (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria
12.	Executive Heavy duty Chair Highback leather, with arm rest and 5-star base, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather, 180 kg	03	National Office (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria
13.	Massage Chair: 7 - 21 cm (2.8 - 8.3 in): Distance between <i>massage</i> heads during operation (<i>massage</i> width adjustable), Neck, Shoulders, Back, Lower back. Approx. 7 - 17 cm	1	National Office (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria
14.	Cherry melamine, demisions: 1500X1200mm including 4 shelves: L-Shape Desk	11	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria
15.	21 Compartment Pegion Hole Steel Cabinet	1	Mpumalanga Provincial Office, 48 Brown Street, 1 st floor, Nednank Centre, Nelspruit
16.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	10	Mpumalanga Provincial Office 48 Brown Street, 1 st floor, Nednank Centre, Nelspruit

17.	Chair highback leather, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather	1	Mpumalanga Provincial Office 48 Brown Street, 1 st floor, Nednank Centre, Nelspruit
18.	Cherry melamine, demisions: 1500X1200mm including 4 shelves: L-Shape Desk	4	Mpumalanga Provincial Office 48 Brown Street, 1 st floor, Nednank Centre, Nelspruit
19.	Two (2) single black Leather couches and one (1) double seater couch black top grain leather	1	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst East London
20.	Four drawer steel cabinet with security bar	8	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst East London
21.	Chair highback leather, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather,	2	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst
22.	Oval Boardroom Table of 30 Chairs, colour white oak: 3000 x 1400 x 760mm	1	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst East London
23.	L-Shape Office Desk, Cherry veneer, dimensions: W400mm x D600mm x H720mm with chest of drawers	3	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst
24.	Executive Heavy duty Chair Highback leather, with arm rest and 5-star base, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather, 180 kg	1	Western Cape Provincial Office, Fintrust Building, 1 st floor, Corner Petrusa and Mazzur Street, Bellville

25.	Chair highback leather, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather,	3	Thohoyandou Satallite Office, Limdev Building, Ground floor office no: D1, Thohoyandou
26.	Chair midback leather, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather,	8	Thohoyandou Satallite Office, Limdev Building, Ground floor office no: D1, Thohoyandou
27.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	6	Thohoyandou Satallite Office, Limdev Building, Ground floor office no: D1, Thohoyandou
28	Chair highback leather black, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather	2	Polokwane Provincial Office, 78 Hans van Rensburg Street, Old Mutual Building, Polokwane
29.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	2	Polokwane Provincial Office, 78 Hans van Rensburg Street, Old Mutual Building, Polokwane
30.	Stationary Steel Cabinet	15	Polokwane Provincial Office, 78 Hans van Rensburg Street, Old Mutual Building, Polokwane
31.	Four drawer steel cabinet with security bar	4	Polokwane Provincial Office, 78 Hans van Rensburg Street, Old Mutual Building, Polokwane
32.	Chair midback black leather, with arm rest and 5-star base 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather	20	KZN Provincial Office, 3 rd floor, The Marine Building 22 Dorothy Nyembe Street, Durban

33.	Chair highback leather, with arm rest and 5-star base 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather	6	KZN Provincial Office 3 rd floor, The Marine Building 22 Dorothy Nyembe Street, Durban
34.	L-Shape Office Desk, Cherry melamine, dimensions: W400mm x D600mm x H720mm with chest of drawers	1	KZN Provincial Office 3 rd floor, The Marine Building 22 Dorothy Nyembe Street, Durban
35.	L-Shape Office Desk, Cherry melamine, dimensions: W400mm x D600mm x H720mm with chest of drawers	5	Northern Cape Ewing House, 99 Phakamile Mabija Street, Kimberley
36.	Office Coffee Table 4 square with shelf	1	Northern Cape Ewing House, 99 Phakamile Mabija Street, Kimberley
37.	Chair highback leather, with arm rest and 5-star base 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather,	5	Ewing House, 99 Phakamile Mabija Street, Kimberley
38.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	4	Ewing House, 99 Phakamile Mabija Street, Kimberley
39.	Bar stool with arms and chrome base	4	Ewing House, 99 Phakamile Mabija Street, Kimberley
40.	Reception Desk, 1900 X 1900mm L Shape Reception Counter – 2 Drawer 1 Filer Storage Unit	1	Ewing House, 99 Phakamile Mabija Street, Kimberley
Total Number		285	

4. BID RESPONSES

4.1 IPID reserves the right to invite bidders to present or otherwise to demonstrate their proposed solution to clarify aspects that are required as part of evaluation process, at bidders' own cost.

4.2 All bid responses, including supporting documents shall become the sole property of IPID.

5. BID AWARD

- 5.1** IPID reserves the right not to award the bid to the lowest bidder, but to the bidder representing the best value for money.
- 5.2** IPID reserves the right to reduce quantities due and/or items.
- 5.3** Value for money will be determined by reference to quality, viability, durability, and reliability of the service and bidder's technical ability to deliver and execute the bid.

6. MEETINGS

- 6.1** Meeting between IPID and/or its duly appointed representative, and service provider/s shall be held more frequently if so required by IPID, at a time, date and venue determined by both parties, to discuss all aspects of the projects.
- 6.2** No additional compensation will be paid for this. The site meetings will be under the Chairmanship of IPID Representative and/or duly appointed representative.

7. TECHNICAL REQUIREMENTS

The service provider must indicate its compliance / non-compliance to the requirements as listed below by ticking appropriate column on space provided below.

7.1. METHODOLOGY AND IMPLEMENTATION PLAN	COMPLY	PARTIALLY COMPLY	NOT COMPLY
7.1.1 Methodology and Implementation Plan The service provider must provide comprehensive methodology that includes the following: • Pictures of the actual furniture per office space in colour print • Furniture and equipment guarantees and lifespan; • A detailed list of unique features or benefits that will set your company apart of other competitors in relation to the required solution. The service provider must also provide its implementation plan on this project which should be completed by six weeks after the award and issuing of an order. The plan must be detailed and must include, but not be limited to, the following activities and tasks: • Timeframes; • Deliverables; • Project Initiation Document; • Project Kick-off Meeting; • Bi-Weekly Project Report; • Contingency Plan; • Project Close-out Report			

7.1.2. EXPERIENCE	COMPLY	PARTIALLY COMPLY	NOT COMPLY
The service provider must provide five (5) or more reference letters in the company letter head of the referee, contactable phone numbers, value of the projects, period of the delivery, signature of the referee on the reference letter not older than three (3) months and the copy of the order/award letter for office furniture from the value of R200 000 and or above.			

7.1.3. CAPACITY TO DELIVER	COMPLY	PARTIALLY COMPLY	NOT COMPLY
The service provider must demonstrate the ability to deliver the furniture. The service provider must be able to provide reference letters of the company (referee) in letter head, with contactable phone numbers, value of services rendered, period of delivery, signature of the referee on reference letter not older than three (3) months and order/award for any project from the value of R500 000 or more.			

8. EVALUATION CRITERIA

This bid will be evaluated in three (3) phases, i.e.

- **Administrative requirements**
- **Functionality**
- **Price and HDI scoring**

8.1 PHASE 1: ADMINISTRATIVE REQUIREMENTS

- (a) Preferred bidder must be registered on CSD.
- (b) Preferred bidder must ensure that the subcontractor (if subcontracting) is registered with CSD and is fully compliant.
- (c) Both the preferred bidder and the subcontractor (if sub-contracting) CSD numbers should be reflected on the proposal.
- (d) Bidders who appoint a sub-contractor must ensure that such a sub-contractor is tax compliant for the full duration of the contract.
- (e) Successful bidder is required to provide the accounting officer with written consent from its sub-contractor confirming that SARS may, on an ongoing basis during the contract term, disclose the sub-contractor's tax compliance status to IPID.
- (f) Proof of CSD full report must be attached.
- (g) In order to advance the designated groups on the basis of Historically Disadvantaged Individuals (HDI), priority will be given to the following of which 51% are owned by: Blacks, Black Youth; Black Women; Black people with disabilities; Black People living in rural or underdeveloped areas; or townships; cooperatives owned by Black people; Black people who are Military Veterans;
- (h) Company profile;

- (i) SBD Forms fully completed and signed:
- SBD 1 (Invitation to Bid)
 - SBD 3.1 Pricing schedule)
 - SBD 4 (Declaration of Interest)
 - SBD 6.1 (Preferential Procurement Regulations 2022)
- (j) Valid certified copies of Identity Documents for all Managing Directors.

NB: *Copies of certified copies are not allowed*

9. Phase 2 (FUNCTIONALITY)		WEIGHT
9.1 Methodology and Project Implementation Plan The service provider must provide comprehensive, proposed solution or methodology and project implementation plan to complete the project within six (6) weeks of issuing of an official order which should include but not limited: • pictures of the actual furniture per office space in colour print • Furniture and equipment guarantees and lifespan; • A detailed list of unique features or benefits that will set your company apart of other competitors in relation to the required solution. • Timeframes; • Deliverables; • Project Initiation Document; • Project Kick-off Meeting; • Bi-Weekly Project Report; • Contingency Plan; and • Project Close-out Report		20
Description	Points	
Provided realistic implementation plan for completion of the project within six weeks of award. The plan must include details on activities/tasks, timeframes, deliverables, project initiation, project kick-off, bi-weekly project reports, risks issues register, project close-out, pictures of the furniture per office space in colour, furniture life span and unique features or benefits that will set your company apart from other competitors in relation to the required solution.	20	
Provided realistic implementation plan for completion of the project within six weeks. The plan includes details on activities/tasks, timeframes, deliverables, project initiation, project kick-off, bi-weekly project reports, risks issues register, pictures of the furniture in colour and life span of the furniture.	15	
Provided realistic implementation plan for completion of the project within six weeks. The plan includes details on activities/tasks, timeframes, deliverables, project initiation, bi-weekly project reports, risks issues register.	10	
Provided insufficient information on the proposed solution/methodology and the project implementation plan	5	
Provided irrelevant information/no response on the proposed methodology and project implementation plan	0	

9.2 Experience in Supplying of Office Furniture		40
The service provider must provide five (5) or more reference letters in the company letter head of the referee, contactable phone numbers, value of the projects, period of the delivery, signature of the referee on the reference letter not older than three (3) months and the copy of the order/award letter for office furniture from the value of R200 000 and or above.		
Description	Points	
The service provider must provide five (5) or more reference letters in the company letter head of the referee, contactable phone numbers, value of the projects, period of the delivery, signature of the referee on the reference letter not older than three (3) months and the copy of the order/award letter for office furniture from the value of R200 000 and or above.	40	
The service provider must provide four (4) reference letters in the company letter head of the referee, contactable phone numbers, value of the projects, period of the delivery, signature of the referee on the reference letter not older than three (3) months and the copy of the order/award letter for office furniture from the value of R200 000 and or above.	35	
The service provider must provide three (3) reference letters in the company letter head of the referee, contactable phone numbers, value of the projects, period of the delivery, signature of the referee on the reference letter not older than three (3) months and the copy of the order/award letter for office furniture from the value of R200 000 and or above.	30	
The service provider must provide two (2) reference letters in the company letter head of the referee, contactable phone numbers, value of the projects, period of the delivery, signature of the referee on the reference letter not older than three (3) months and the copy of the order/award letter for office furniture from the value of R200 000 and or above.	25	
The service provider must provide one (1) reference letters in the company letter head of the referee, contactable phone numbers, value of the projects, period of the delivery, signature of the referee on the reference letter not older than three (3) months and the copy of the order/award letter for office furniture from the value of R200 000 and or above.	20	
Non submission of reference letters	0	

9.3 Capacity

40

The service provider must demonstrate the capacity to deliver the furniture. The service provider must be able to provide reference letters of the company (referee) in letter head, with contactable phone numbers, value of services rendered, period of delivery, signature of the referee on reference letter not older than three (3) months and order/award for **any once off project** from the value of R500 001 or more.

Description	Points
The service provider must be able to provide reference letters of the company (referee) in letter head, with contactable phone numbers, value of services rendered, period of delivery, signature of the referee on reference letter not older than three (3) months and order/award for any once off project from the value of R500 001 or more.	40
The service provider must be able to provide reference letters of the company (referee) in letter head, with contactable phone numbers, value of services rendered, period of delivery, signature of the referee on reference letter not older than three (3) months and order/award for any once off project from the value of R400 001 up to R500 000.	35
The service provider must be able to provide reference letters of the company (referee) in letter head, with contactable phone numbers, value of services rendered, period of delivery, signature of the referee on reference letter not older than three (3) months and order/award for any once off project from the value of R300 001 up to R400 000	30
The service provider must be able to provide reference letters of the company (referee) in letter head, with contactable phone numbers, value of services rendered, period of delivery, signature of the referee on reference letter not older than three (3) months and order/award for any once off project from the value of R200 001 up to R300 000	25
The service provider must be able to provide reference letters of the company (referee) in letter head, with contactable phone numbers, value of services rendered, period of delivery, signature of the referee on reference letter not older than three (3) months and order/award for Any from the value of R100 001 up to R200 000.	20
Below R100 001	0

A bidder who scored less than 70 points out of 100 points will not be subjected for further evaluation.

10. PRICING CRITERIA (PHASE 3)

A detailed and complete cost break down **must** be provided by completing the pricing schedule below (Annexure A), and the bid price must be indicated on the Pricing Schedule (SBD 3.1)

Bids will be evaluated in terms of the Preferential Procurement Points system where the **80/20** Preference point system will be used. The preferential procurement points will account for 80 points on pricing and the Historical Disadvantaged Individuals (HDI) points will be added to points for pricing.

11. PREFERENTIAL POINTS

This bid is anticipated not to exceed R50 million and therefore, the 80/20 preferential point system for acquisition of goods and services with Rand value above R30 000.00 and up to R50 million will apply.

The following formula must be used to calculate the points out of 80 for price in respect of an invitation for tender with a Rand value above R30 000.00 and up to R50 million, inclusive of all applicable taxes.

The points obtained will then be converted to 80% of the total points as follows:

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

Where

P_s = Points scored for price of the bid under consideration

P_t = Rand value of the bid under consideration

P_{min} = Rand value of lowest responsive bid

A maximum of 20 points may be awarded to a tender for specific goals specified for the tender as follows:

Specific goals	Points
Historically Disadvantaged Individuals (HDI)	
Enterprises with ownership of 51% or more by person/s who are black	8
Enterprises with ownership of 51% or more by person/s who are women	8
Enterprises with ownership of 51% or more by person/s who are youth	2
Enterprises with ownership of 51% or more by person/s with disability	2
Total	20

The points scored for specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

The contract/ order must be awarded to the tenderer scoring the highest points.

If two or more tenders score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals, and if two or more tenders score total equal points in all respects, the award must be decided by drawing of lots.

Regulations.

11.1 The bidder who scored the highest points will be recommended for the bid.

12. Failure to capture the required status and to submit the required HDI.

- (a) The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- (b) Bidders are requested to complete the various preference claim forms in order to claim preference points.
- (c) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for HDI status.
- (d) Points scored will be rounded off to the nearest 2 decimals.
- (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 HDI status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- (f) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

13. SIGNING OF THE BID DOCUMENT

The bid must be signed by a person who has been authorized to do so. Bids submitted by a consortium or a joint venture should include the official documentation which indicates the composition thereof and the responsible people of the said venture. Only bids from Companies established in the Republic of South Africa will be considered. Non-compliance with the above requirement will result in the invalidation of the bid.

14.ENQUIRIES (For More Information Please Contact):

FOR BIDDING PROCEDURE

MS F MASEKO

ANY TECHNICAL PROCEDURE

MR M DIALE

MR GQALANE

NAME	E-MAIL ADDRESS	TELNO
1. Ms F Maseko	fmaseko@ipid.gov.za	Tel (012) 399 0095
2. Mr M Diale	mdiale@ipid.gov.za	Tel (012) 399 0089
3. Mr M Gqalane	mqqalane@ipid.gov.za	Tel (012) 399 0103



independent police investigative directorate

Department:
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

ANNEXURE A

SECTION A

OFFICE FURNITURE PRICING SCHEDULE

No.	Item Description	Quantities	Delivery Location	Unit Price (Vat Inc)	Total Price (Vat Inc)
1.	Two-way cluster office desk: Pale cream melamine, 2800 x 1400 x 1100mm, 2-way workstation (includes both desks) Glass screen Aluminum frame Each desk has a side storage unit	1	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria		
2.	Four drawer steel cabinet with security bar	15	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria		
3.	Four way cluster work station melamine , colour cherry wood melamine, deminsions: 4x Cluster Unit 600/1800x1200mm (2x LHS & 2x RHS) 4x 4 Drawer D/H/P + C/L + P/T + Top with Metal Handles Screens 600/1800x500mm (450mm above the desk) Available in Wood or Material 4x steel reticulated cantilever Leg with Covers 4x Steel Reticulated Leg with Covers	13	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria		
4.	Bookcase, with three (3) glass doors and bottom 3 wooden doors (dark mahogany) 120cm(L) x 40cm(W) x 200cm(H)	2	National Office, Pretoria (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria		
5.	Cherry Oak Roller Cabinet	4	National Office (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria		

6.	Chair highback leather black, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather	97	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria		
7.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	11	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria		
8.	Sliding door Credenza, colour dark mahogany/Sideboard with 4 Door and 3 Drawer 200Lx40Dx80Hcm	1	National Office (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria		
9.	Executive Desk, 2000 x 1050 x 800mm desk with dark mahogany veneer finish 80mm thick curved desk top with leather inlay 1200 x 550 x 800mm freestanding credenza with 3 Drawer mobile pedestal with lock brushed aluminum cable ports	2	National Office, Pretoria (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria		
10.	Executive Chair Highback Leather, Black, top grain leather, with arm rest and 5-star base, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC, top grain leather	4	National Office, Pretoria (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria		
11.	Heavy duty Chair Highback leather, with arm rest and 5-star base, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in	1	National Office, Pretoria (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria		

	black, top grain leather, 180 kg				
12.	Executive Heavy duty Chair Highback leather, with arm rest and 5-star base, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather, 180 kg	03	National Office (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria		
13.	Massage Chair: 7 - 21 cm (2.8 - 8.3 in): Distance between <i>massage</i> heads during operation (<i>massage</i> width adjustable), Neck, Shoulders, Back, Lower back. Approx. 7 - 17 cm	1	National Office (Benstra Building) 473 Bestra Building, Stanza Bopape Street, Pretoria		
14.	Cherry melamine, demisions: 1500X1200mm including 4 shelves: L-Shape Desk	11	National Office Benstra Building (Pretoria) 473 Bestra Building, Stanza Bopape Street, Pretoria		
15.	21 Compartment Pegion Hole Steel Cabinet	1	Mpumalanga Provincial Office, 48 Brown Street, 1 st floor, Nednank Centre, Nelspruit		
16.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	10	Mpumalanga Provincial Office 48 Brown Street, 1 st floor, Nednank Centre, Nelspruit		
17.	Chair highback leather, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather.	1	Mpumalanga Provincial Office 48 Brown Street, 1 st floor, Nednank Centre, Nelspruit		

18.	Cherry melamine, demisions: 1500X1200mm including 4 shelves: L-Shape Desk	4	Mpumalanga Provincial Office 48 Brown Street, 1 st floor, Nednank Centre, Nelspruit		
19.	Two (2) single black Leather couches and one (1) double seater couch black top grain leather	1	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst East London		
20.	Four drawer steel cabinet with security bar	8	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst East London		
21.	Chair highback leather, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather,	2	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst		
22.	Oval Boardroom Table of 30 Chairs, colour white oak: 3000 x 1400 x 760mm	1	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst East London		

23.	L-Shape Office Desk, Cherry veneer, dimensions: W400mm x D600mm x H720mm with chest of drawers	3	Eastern cape Provincial Office Independent Police Investigative Directorate, Waverly Office Park, 3-33 Phillip Frame Park, Chislehurst		
24.	Executive Heavy duty Chair Highback leather, with arm rest and 5-star base, Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather, 180 kg	1	Western Cape Provincial Office, Fintrust Building, 1 st floor, Corner Petrusa and Mazzur Street, Bellville		
25.	Chair highback leather, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather,	3	Thohoyandou Satallite Office, Limdev Building, Ground floor office no: D1, Thohoyandou		
26.	Chair midback leather, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather,	8	Thohoyandou Satallite Office, Limdev Building, Ground floor office no: D1, Thohoyandou		
27.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	6	Thohoyandou Satallite Office, Limdev Building, Ground floor office no: D1, Thohoyandou		

28	Chair highback leather black, with arm rest and 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather	2	Polokwane Provincial Office, 78 Hans van Rensburg Street, Old Mutual Building, Polokwane		
29.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	2	Polokwane Provincial Office, 78 Hans van Rensburg Street, Old Mutual Building, Polokwane		
30.	Stationary Steel Cabinet	15	Polokwane Provincial Office, 78 Hans van Rensburg Street, Old Mutual Building, Polokwane		
31.	Four drawer steel cabinet with security bar	4	Polokwane Provincial Office, 78 Hans van Rensburg Street, Old Mutual Building, Polokwane		
32.	Chair midback black leather , , with arm rest and 5-star base 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather	20	KZN Provincial Office, 3 rd floor, The Marine Building 22 Dorothy Nyembe Street, Durban		
33.	Chair highback leather, with arm rest and 5-star base 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather	6	KZN Provincial Office 3 rd floor, The Marine Building 22 Dorothy Nyembe Street, Durban		

34.	L-Shape Office Desk, Cherry melamine, dimensions: W400mm x D600mm x H720mm with chest of drawers	1	KZN Provincial Office 3 rd floor, The Marine Building 22 Dorothy Nyembe Street, Durban		
35.	L-Shape Office Desk, Cherry melamine, dimensions: W400mm x D600mm x H720mm with chest of drawers	5	Northern Cape Ewing House, 99 Phakamile Mabija Street, Kimberley		
36.	Office Coffee Table 4 square with shelf	1	Northern Cape Ewing House, 99 Phakamile Mabija Street, Kimberley		
37.	Chair highback leather, with arm rest and 5-star base 5-star base Swivel & Tilt Mechanism lockable in upright position tension adjustment for tilt gas height adjustment PU armrests nylon base 50 mm castors full PVC in black, top grain leather,	5	Ewing House, 99 Phakamile Mabija Street, Kimberley		
38.	Chair visitor black leather: visitors chair black powder coated sleigh base PU arm rests top grain leather.	4	Ewing House, 99 Phakamile Mabija Street, Kimberley		
39.	Bar stool with arms and chrome base	4	Ewing House, 99 Phakamile Mabija Street, Kimberley		
40.	Reception Desk, 1900 X 1900mm L Shape Reception Counter – 2 Drawer 1 Filer Storage Unit	1	Ewing House, 99 Phakamile Mabija Street, Kimberley		
	Total Number of items	286			
	VAT @ 15%				
	TOTAL BID PRICE (ALL APPLICABLE TAXES INCLUDED)				

NB: The delivery, assembly or any related labour must form part of the Bid Price

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1.	Definitions
2.	Application
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6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
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13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
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26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	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.

Js General Conditions of Contract (revised July 2010)