



T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

competitioncommission
south africa

Private Bag X23, Lynnwood Ridge
0040, South Africa

RFP/Q DESCRIPTION	APPOINTMENT OF A STEEL INDUSTRY EXPERT FOR THE AMSA MATTER		
ISSUED BY	The Competition Commission 77 Meintjies Street DTI Campus Block C Sunnyside Pretoria 0002		
RFP / Q NUMBER	RFQ14908/2223		
ISSUE DATE	5 AUGUST 2022		
BRIEFING SESSION	N/A		
BID CLOSING DATE	12 AUGUST 2022		
BID CLOSING TIME	11H00		
EVALUATION CRITERIA (Indicate applicable)	Price Quotation	YES	NO
		X	
	Mandatory Requirements	X	
	Functionality	X	
	80/20 Preference Points System	X	
BID VALIDITY PERIOD	90 DAYS		
SUBMISSION OF BIDS	quotations@compcom.co.za		
CONSIDERATION OF BIDS	The bidding system is in accordance with the criteria set out in the Commission's Supply Chain Management Policy. Respondents were notified from the RFP on the Commission's evaluation criteria. In line with the policy, the total point's allocation was 80/20 as applicable for contracts with a "Rand value" that does not exceed R50 000 000 million. The evaluation must be objective in order to achieve a uniform evaluation process.		



competitioncommission
south africa

T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

NAME OF BIDDING ENTITY			
CSD MAAA NUMBER			
SARS VAT REGISTRATION NUMBER			
SARS TAX CLEARANCE NUMBER			
SARS PIN NUMBER			
CONTACT PERSON			
CONTACT NUMBER			
EMAIL ADDRESS			
PHYSICAL ADDRESS			
POSTAL ADDRESS			
AUTHORISED SIGNATORY ON BEHAF OF BIDDING ENTITY			
	INITIALS & SURNAME		SIGNATURE
	DATE:		



competitioncommission
south africa

T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

1. Background to Competition Commission South Africa

The Competition Commission (Commission) is a statutory body constituted in terms of the Competition Act, No. 89 of 1998 (the Act). It is one of three, independent competition regulatory authorities established in terms of the Act, with the other two being the Competition Tribunal and the Competition Appeal Court. The Commission is empowered by the Competition Act to investigate, control and evaluate restrictive business practices, abuse of dominant positions, mergers, undertake market inquiries and advocacy in order to achieve equity and efficiency in the South African economy.

2. Specifications and / or Terms on Reference

TOR Document is attached.

3. Contract Duration (If Applicable)

Once Off Service. Timelines will be communicated with the awarded service provider

4. Administrative and Mandatory Requirements

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 Tax Compliance Status (TCS) together with the bid. In bids where consortia / joint ventures / subcontractors are involved, each party must submit a separate proof of TCS / Pin / Central Supplier Database (CSD) number.

BBBEE Verification Certificate. Bidders are required to, together with their Bids/Proposals, submit original and valid BBBEE Status Level Verification Certificates or certified copies thereof to substantiate their BBBEE rating claims. Bidders who do not submit their BBBEE Status Level Verification Certificates or certified copies, will not be disqualified from the bidding process. However, they will score zero (0) out of a maximum points for BBBEE.

Most Recent CSD Report (Not Applicable for International Suppliers)

Fully completed and signed SBD 4 form

General Conditions of Contract must be initialed per page

Quotation inclusive of all applicable taxes



T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

competition commission
south africa

5. Additional Mandatory Requirement

References

Certified Copies of Qualifications

Certified Copies of Professional or Industry Certifications

6. TECHNICAL - FUNCTIONALITY EVALUATION

- The Bid/Rfq will be evaluated in accordance with the PPPFA 80/20 principle against the following Criteria.
- Proposals will be evaluated on functionality, price and BBBEE status in accordance with the Supply Chain Management Procurement policies (Preferential Point System).
- The following criteria will be used as the criteria for appointment.
- Bids will be evaluated individually on score sheets by a representative evaluation panel according to the evaluation criteria indicated below.
- Bidders are required to score a minimum threshold of 70 % for functionality

These functionality criteria will be broken down into a rating score Note: Functionality scoring will be on the sliding scale as per the below table:

SCORE	DESCRIPTION
1-Poor	Unacceptable, does not meet set criteria
2-Average	Compliance to the requirements
3-Good	Satisfactory should be adequate for stated elements
4-Very Good	Above average compliance to the requirement
5-Excellent	Meets and exceeds the functionality requirements



T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

competitioncommission
south africa

Private Bag X23, Lynnwood Ridge
0040, South Africa

KPA	ELEMENT	WEIGHT	SCORING MATRIX
EXPERIENCE OF THE FIRM / COMPANY: The bidder must submit the company profile detailing relevant experience of the firm	Proven experience in the field	10	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines).
METHODOLOGY: The bidder must include a detailed methodology demonstrating the plan to deliver on the task or assignment including timelines, team line to their task/ role, support required from the commission as well as reporting requirements reflecting the objective deliverables measurable, payment Milestone linked to deliverables, etc	The Methodology must be detailed and demonstrate understanding of the task including a plan to execute the assignment.	40	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines).
CAPACITY OF THE PROJECT MANAGEMENT TEAM TO STEEL INDUSTRY: The bidder must attach the short resume, their certified qualifications (Master's Degree in Metallurgical Engineering Qualification or any other similar/equivalent qualifications) as well as relevant industry certification if applicable. Registration with professional industry association	Proven 7 – 10 years of relevant work experience in the engineering field, in particular the steel industry	30	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines).
REFERENCES: The Bidder must submit Contactable Reference letters indicating the successful Project Completion , value of the contract, Period of the project as well as Contact Person for Reference with Contact Numbers such as telephone and email address. Minimum of 3 References Required	The reference letters must be relevant to the service required or Similar, Purchase Order and appointment letter does not serve as references, only letters from the current and past clients will be acceptable	20	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines).



competitioncommission
south africa

T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

7. Price And B-BBEE Contributor Status Level Points

Preference points for this RFP shall be awarded as below:

Criteria	Sub-criteria	Points
Price	Detailed budget breakdown	80
BBBEE Status Level Verification certificate from accredited verification agencies	BBBEE Level Contributor	20
Total Points		100

The 80/20 preference point system will be applied. Points for price and B-BBEE status level certificate will be awarded in accordance with the BBBEE Codes of good practice.

8. Terms and Conditions

- a) Unless otherwise agreed to in writing, the under mentioned terms and conditions of the Competition Commission's Purchase Order/s represent the only terms and conditions upon which the Commission shall procure the items or services as specified in the Order/s from the service provider to whom the Order is addressed ("Supplier").
- b) The Commission shall not accept any other terms and conditions which the Supplier may specify, unless otherwise agreed to by the Commission in writing.
- c) In the event of any inconsistency between the Terms and Conditions, and any Order, the Order shall take precedence.
- d) Payment shall be effected by the Commission within 30 days after receipt of an original tax invoice, statement of Account and all compliance documents;
- e) All invoices shall be forwarded to [**invoice@compcom.co.za**](mailto:invoice@compcom.co.za);
- f) Banking Details must be provided by completing the last page provided for in the SBD Forms along with a Confirmation Letter from the Bank not older than 3 months.
- g) The Purchase Order Number shall always be referenced in all invoices submitted to the Commission;
- h) If the supplier / service provider is unable to meet the specified delivery date on the Purchase Order/s, the supplier shall promptly notify the Commission's contact person noted on the said document. Such action shall not be interpreted as a waiver of any right or claim the Commission



competitioncommission
south africa

T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

may otherwise be entitled to in terms of the law or without any limitation or any provision in the Purchase Order/s.

- i) Unless specifically agreed to in writing by Supply Chain Management, on behalf of the Commission, no addition to or modification to the Purchase Order/s shall be binding to the Commission and no goods and/or services shall be substituted for those specified therein except upon the written consent or instruction from the Commission.
- j) The supplier / service provider warrants that the goods and/or services shall be fit for their purpose and be of satisfactory quality.
- k) The goods shall be packaged in a manner which assures that they are protected and delivered in a good condition and all hygiene precautions are taken when handling and distributing, in accordance with the Specifications and Purchase Order; (should we not include Covid-19 precautions – or precautions of hygiene and not particularly Covid-19)
- l) The goods and services provided will at all material times be inspected by the Commission to ensure they meet the specifications and required standard as stipulated and/or specified in the issued request.
- m) Any non-compliance to specification will lead to rejection thereof. The supplier shall promptly rectify any defects or in the Commission's sole opinion, supply appropriate replacement goods at the supplier's expense within the specified delivery times, without any liability on the part of the Commission.
- n) Title to the goods and risk of loss or damage to goods shall pass to the Commission on the receipt of delivery.
- o) Standard Warranty shall at all material times be furnished by the supplier in respect of goods supplied under the Purchase Order (where applicable).
- p) The suppliers shall at all material times maintain confidentiality whilst rendering services to the Commission, should the supplier have access to confidential information, which must be protected from disclosure.
- q) The supplier and any of its sub-contractors used in rendering of services and / or delivery of goods to the Commission shall ensure that adequate comprehensive insurance is taken and furnish the Commission with written proof to that effect as and when required ;



competitioncommission
south africa

T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

- r) The Suppliers shall at all material times wear the correct Personal Protective Equipment ("PPE") for specific services rendered whilst at Commission premises.
- s) All scrap and hazardous waste generated by the supplier during the rendering of services must be removed from the Commission premises immediately during or after the completion of the job and dispose of same in compliance with the relevant regulatory disposal methods (where applicable).
- t) The Purchase Order/s shall at the sole discretion of the Commission, be cancelled or suspended in whole or in part. The Commission shall deliver a written notice to the Supplier specifying the extent to which performance and/or deliveries of goods and services under the Purchase Order/s is cancelled and/or suspended and the date upon which such action shall become effective.
- u) The Purchase Order/s shall be interpreted and governed by the laws of the Republic of South Africa

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 interest 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



competition commission
south africa

T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1** I have read and I understand the contents of this disclosure;
- 3.2** I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3** The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ 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.

¹ 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.



competitioncommission
south africa

T: +27(0) 12 394 3200 / 3320
F: +27(0) 12 394 0166
E: ccsa@compcom.co.za
W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

- 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



competition commission
south africa

T: +27(0) 12 394 3200 / 3320
F: +27(0) 12 394 0166
E: ccsa@compcom.co.za
W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

Notes	The purpose of this document is to draw special attention to certain general conditions applicable to government bids, contracts and orders; and 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.
General Conditions of Contract Definitions	<p>The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance with the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p>



T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

competition commission south africa

Private Bag X23, Lynnwood Ridge
0040, South Africa

	<p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
Application	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. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
General	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. 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 .
Standards	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
Use of contract documents and information; inspection	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. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract. Any document, other than the contract itself mentioned in GCC clause 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. 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.
Patent rights	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.
Performance security	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. 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. 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 either 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 a cashier's or certified cheque. 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.
Inspections, tests and analyses	All pre-bidding testing will be for the account of the bidder. 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. 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. If the inspections, tests and analyses 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. Where the supplies or services 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. Supplies and services which do not comply with the contract requirements may be rejected. 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



T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

competitioncommission
south africa

Private Bag X23, Lynnwood Ridge
0040, South Africa

	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. The provisions 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 clauses of GCC.
Packing	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. 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.
Delivery and Documents	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. Documents to be submitted by the supplier are specified in SCC.
Insurance	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.
Transportation	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
Incidental services	The supplier may be required to provide any or all of the services, including additional services, if any, specified in SCC, including 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. 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.
Spare parts	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
Warranty	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. 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. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 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. 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.
Payment	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 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. 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. Payment will be made in Rand unless otherwise stipulated in SCC.



T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

competition commission
south africa

Private Bag X23, Lynnwood Ridge
0040, South Africa

Prices	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.
Contract amendments	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
Assignment	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.
Subcontracts	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.
Delays in the supplier's performance	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. 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. 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. 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. Except as provided, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to GCC without the application of penalties. 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
Penalties	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.
Termination for default	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 (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. 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. 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. 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. 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. 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. If a court of law convicts a person of an offence as



T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

competition commission south africa

Private Bag X23, Lynnwood Ridge
0040, South Africa

	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.
Anti-dumping and countervailing duties and rights	When, after the date of bid, provisional payments are required, or antidumping 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 favorable 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.
Force Majeure	Notwithstanding the provisions of GCC Clauses, 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. 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.
Termination for insolvency	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.
Settlement of Disputes	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. 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. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 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.
Limitation of liability	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.
Governing language	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.
Applicable law	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
Notices	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.
Taxes and duties	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 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.



T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166

E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

competition commission south africa

National Industrial Participation Programme	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
Prohibition of Restrictive practices	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). 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. 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.



T: +27(0) 12 394 3200 / 3320

F: +27(0) 12 394 0166



E: ccsa@compcom.co.za

W: www.compcom.co.za

DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

competition commission
south africa

Private Bag X23, Lynnwood Ridge
0040, South Africa

New/ Update Supplier Form					NEW Supplier	UPDATE of Existing supplier details		
The Competition Commission of South Africa					X			
Section A								
To be completed by the Supplier								
Supplier Name		Address Number (if you are changing existing details)						
Registration Number								
Contact Person				Phone Numbers				
				Email				
Signature								
Section B (To be Completed for New Suppliers or for Old Suppliers if changing banking details)								
New Banking Details								
Bank Name		Account Number						
Branch Code		Supporting Documentation		Cancelled Cheque not older than 3 motnhs		Original Bank Letter not older than 3 motnhs		Bank Statement not older than 3 motnhs
Branch Name				X				
Section C (Adding, Authorising, Capturing, Review and Approval on Absa/ Pastel)								
For Office Use								
		Name		Signature		Date		
Supplier Added By		NICOLE GOUNDER						
Review of sufficiency of Banking Details		AMOS MOLEDI						
Approval of Banking Details		AMOS MOLEDI						
** = The approval should also be done on Absa/ Pastel								