



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084
Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 07/2021/22**
Enquiries : Mr K Mokoro; Mr Seema; Mr T Motloung
Telephone : 012 351 0915/012 351 0000/ 012 301 8640
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 07/2021/22**
2. **REQUEST FOR PROPOSALS: APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE, TRANSPORT AND DELIVER FURNITURE TO A LOCATION IN GAUTENG FOR THE SOUTH AFRICAN DIPLOMATIC MISSION IN HAVANA, CUBA**
3. Required at the Department of international Relations and Cooperation (OR Tambo Building)
4. **Closing date: 03 December 2021; 11 O'clock am**
5. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1, SBD6.2, SBD8, SBD9, and General Conditions of Contract.
6. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
7. Please make sure that your bid reaches this office before the closing date.
8. When submitting your bid, the following information **must** appear on the sealed envelope:

- Name and address of bidder
- DIRCO Number
- Closing date

The envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

Non-compliance with any of **the above** conditions will result in **your bid being disqualified**.

Yours faithfully

CHIEF DIRECTOR

DATE: 09/11/2021

Kgoro ya Tirisano le Tshomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebenti-sana • ISebe lezobudlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking



DIRCO 07/2021/2022:

TERMS OF REFERENCE

Appointment of a service provider to manufacture, transport and deliver furniture to a location in Gauteng for the South African Diplomatic Mission in Havana, Cuba

A handwritten signature in black ink, appearing to be a stylized 'D' followed by a flourish.

1. Purpose

The Department of International Relations and Cooperation (DIRCO) intends to appoint a suitable, qualified and experienced service provider to manufacture, transport, and deliver furniture to a location in Gauteng for the South African Embassy in Havana, Cuba.

2. Background

- 2.1 The Department of International Relations and Cooperation has a Chancery building and four staff residences (including the Official Residence) in Havana, Cuba that need some replacement furniture items. The Chancery building is 944.66 sqm and the staff residences are 580.60 sqm, 145.70 sqm, 300.72 sqm and 120.30 sqm, respectively. Both facilities (Chancery and four staff residences) require some new furniture.
- 2.2 A Chancery is an office building used for office related operations. The Staff residence are houses used by transferred officials while on their diplomatic postings abroad. As such these properties must reflect the image and aspirations of the country and be comfortable and a safe environment.
- 2.3 The appointed service provider shall be responsible for the overall project, providing, transporting and delivering of furniture. (Transport will be from place of manufacture to the identified storage address in Gauteng).

3. Scope and extent of work

The scope of work is divided into two (2) categories as follows:

- 3.1 Scope for Residential furniture
- 3.2 Scope for Chancery/Office furniture

3.1 Scope for Residential Furniture

Service providers shall be responsible for the following:

- 3.1.1 Manufacture and supply the furniture.
- 3.1.2 Deliver all furniture to the identified address in Gauteng.
- 3.1.3 Perform quality assurance and control until final inspection and acceptance by the Department.
- 3.1.4 Furniture offered must comply with the specifications and quantities provided in the scope of works.
- 3.1.5 The style of the furniture must be contemporary/modern, modular, functional, ergonomically friendly designed.
- 3.1.6 The furniture must be functional and easy to use.
- 3.1.7 The furniture must comply with the approved SABS for office furniture, technical specifications number SATS 1286:2011 and proof of such compliance must be submitted.
- 3.1.8 All furniture must have a lifespan of 8-12 years, taking into account fair wear and tear.
- 3.1.9 The furniture must be durable, easy to clean and maintain and be suitable to local weather conditions in Havana (very hot and humid tropical climate).
- 3.1.10 The Department reserves the right to negotiate and select the final furniture pieces.
- 3.1.11 Household furniture colour schemes should reflect earthy tones with high spec fabric rubs for durability. Final selection of fabrics will be selected in consultation with the Department.
- 3.1.12 Service providers are required to take up insurance equal to the value of the manufactured furniture.

3.2 Scope for Chancery/Office Furniture



- 3.2.1 **Executive Office Furniture:** The office of the Head of Mission and reception room must be five star quality.
- 3.2.2 **Management Furniture:** The office of the Management/Transferred official and Entrance waiting area must be of good quality.

3.3 Service providers shall be responsible for the following;

- 3.3.1 Manufacture and supply the furniture;
- 3.3.2 Deliver all furniture to the identified address in Gauteng;
- 3.3.3 Perform quality assurance and control until final inspection and acceptance;
- 3.3.4 Furniture offered must comply with the specifications and quantities listed above.
- 3.3.5 The style of the furniture must be contemporary/modern, modular, functional, ergonomically friendly designed to be suitable for an 8 hour work.
- 3.3.6 The furniture must be functional and easy to use.
- 3.3.7 The furniture must comply with the approved SABS for office furniture, technical specifications number SATS 1286:2011 and proof of such compliance must be submitted.
- 3.3.8 All furniture must have a lifespan of 8-12 years, taking into account fair wear and tear.
- 3.3.9 The furniture must be durable, easy to clean and maintain and be suitable to local weather conditions in Havana. (Very hot and humid tropical climate).
- 3.3.10 The Department reserves the right to negotiate and select the final furniture pieces.
- 3.3.11 Service providers are required to take up insurance equal to the value of the manufactured furniture.

4. Timeframes

- 4.1 Time is of essence in the completion of the project. The appointed bidder should be able to commence with the project within seven (7) days upon appointment. It is expected that furniture will be delivered within a maximum of 120 days from appointment date.

5. Evaluation Methodology

All bids received will be evaluated in the following 3 stages i.e Administrative, Functionality and Price

5.1 Phase 1: Administrative Compliance

- 5.1.1 All potential service provider/s must comply with all minimum requirements in order to qualify for the next stage of the evaluation process. The minimum requirements which must fully and comprehensively completed as follows:

Documents that must be submitted	Non submission may result in disqualification	
<ul style="list-style-type: none"> Completed and signed Standard Bid Documents SBD 1, SBD 4, SBD 8, SBD 9 	YES	In the event that the bidder fails to submit the completed documents at the time of submitting the proposal, a bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidder.
<ul style="list-style-type: none"> Completed and signed Standard Bid Documents SBD 6.1 	NO	In the event that the bidder fails to submit the completed documents at the time of submitting the proposal, a bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will not disqualify the bidder but will not qualify for BBEE points
<ul style="list-style-type: none"> SBD 6.2 form 	YES	<p>All bidders must complete, initial and sign the SBD 6.2 to comply with the requirements of local content as per the requirements set by the Department of Trade Industry and Competition (DTIC)</p> <p>SBD 6.2 must be submitted along with the relevant annexures provided.</p> <p>Bidders must submit a declaration letter from the manufacture of their local content.</p> <p>Failure to submit these documents will result in the bidder being disqualified.</p>
<ul style="list-style-type: none"> Registration on Central Supplier Database (CSD) 	YES	Bidders must be registered as a service provider/s on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number
<ul style="list-style-type: none"> Tax compliance status on CSD 	YES	<p>South African companies</p> <p>In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence</p> <p>In the event that the bidder is not tax compliant at the time of submission of the proposal, the bidder will be notified in writing of their non-compliance status and will be given 7 working days to submit a proof from SARS of their tax compliance status</p> <p>The bidder will be disqualified should they fail to provide written proof of their tax compliance status after 7 days of notification.</p>
<ul style="list-style-type: none"> In case of a Joint Venture arrangement, a signed Joint Venture Agreement must be attached 	YES	

• Proof of compliance with SABS standard	YES	Bidders must provide a proof of a certificate/accreditation of compliance from SABS
• Life span of 8 to 12 years	YES	Bidders must submit a proof of warranty
• Service providers are required to take up insurance equal to the value of the manufactured furniture	YES	Bidders must submit a letter of intent from the insurer, detailing that if the bidder is awarded the bid, the insurance (up to place of delivery) for the furniture will come into place.
• Project Plan The bidder/s must provide a detailed project plan indicating the capacity to execute the project	YES	<p>The bidders' proposed project management plan must include the following:</p> <ul style="list-style-type: none"> A. Manufacturing B. Transporting and delivery to the identified address in Gauteng; C. Quality control D. Completion and handover of the project in 120 days. E. Capacity to deliver should include the following; <ul style="list-style-type: none"> I. Project technical team with a supervisor experience and expertise. II. Quality control. III. Risk assessment and Contingencies <p>Should the project plan omit any of the factors above, the bid will not be considered.</p>

NB: Any bidder that fails to comply with any of the above requirements will be regarded as non-responsive

5.2 Phase 2: Functionality Criteria

5.2.1 The functionality criteria will be evaluated in two stages, namely a paper selection and site visit. A panel shall evaluate all bids received on the functionality criteria as reflected below.

All Bidder(s) are required to respond to the below evaluation criteria;

- i. Paper Evaluation – Bidder(s) will be evaluated out of 50 points
- ii. Site visit– Bidder(s) will be evaluated out of 50 points
- iii. All service providers who scored less than 65% on Paper Evaluation and 65% site visit will not be considered for Price and BEE

5.2.2 Paper Evaluation

A panel shall evaluate all bids received on the functionality criteria as reflected below.

For purposes of comparison and in order to ensure a meaningful evaluation, bidders shall be required to furnish detailed information in substantiation of compliance to the evaluation criteria:

A bidder(s) that scores less than 65% (33 points) in respect of paper evaluation - shall be regarded as submitting a non-responsive bid and will be disqualified.

Criteria	Requirement	Weight
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Knowledge and Experience	<p>The bidder/s must demonstrate its experience and expertise in executing this mandate by providing the following:</p> <ul style="list-style-type: none">• Testimonials from clients with similar projects completed in the past five (5) years.- Previous experience will be evaluated in terms of similar projects completed during the last five (5) years.- Description of successfully completed projects of a similar nature <p>Testimonials must include the following information in order to be considered as valid testimonial:</p> <ul style="list-style-type: none"><input type="checkbox"/> Customer name and contact details<input type="checkbox"/> Scope of deliverables or services<input type="checkbox"/> Date of Project<input type="checkbox"/> Value of the project between 1 million rand or above.<input type="checkbox"/> Testimonials must be signed by client <p>The Department has the right to contact the references provided. Furthermore, the Department reserve a right to visit the sites of the projects the bidder has completed.</p> <table><tr><th>Evaluation Matrix</th><th>Points</th></tr><tr><td>No Testimonial provided</td><td>0</td></tr><tr><td>1 Valid testimonial</td><td>1</td></tr><tr><td>2 Valid testimonials</td><td>2</td></tr><tr><td>3 Valid testimonials</td><td>3</td></tr><tr><td>4 Valid testimonials</td><td>4</td></tr><tr><td>5 Valid testimonials</td><td>5</td></tr></table>	Evaluation Matrix	Points	No Testimonial provided	0	1 Valid testimonial	1	2 Valid testimonials	2	3 Valid testimonials	3	4 Valid testimonials	4	5 Valid testimonials	5	30
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2 Valid testimonials	2															
3 Valid testimonials	3															
4 Valid testimonials	4															
5 Valid testimonials	5															
Capacity deliver to	<p>Capacity to deliver on this project will be measured on value of projects that were completed successfully, therefore reference letters from clients should indicate the project/contract value.</p> <table><tr><th>Evaluation Matrix:</th><th>Points</th></tr><tr><td>Contract value of less than 1 million</td><td>0</td></tr><tr><td>Contract value of R 1 million Rands to 1.9 million</td><td>1</td></tr><tr><td>Contract value of R 2 million Rands to 2.9 million</td><td>2</td></tr><tr><td>Contract value of R 3 million Rands to 3.9 million</td><td>3</td></tr><tr><td>Contract value of R 4 million Rands to 4.9 million</td><td>4</td></tr><tr><td>Contract value of R 5 million Rands and above</td><td>5</td></tr></table>	Evaluation Matrix:	Points	Contract value of less than 1 million	0	Contract value of R 1 million Rands to 1.9 million	1	Contract value of R 2 million Rands to 2.9 million	2	Contract value of R 3 million Rands to 3.9 million	3	Contract value of R 4 million Rands to 4.9 million	4	Contract value of R 5 million Rands and above	5	20
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Contract value of R 4 million Rands to 4.9 million	4															
Contract value of R 5 million Rands and above	5															
Total		50														

5.2.3 Site Visit



- 5.2.3.1 Bidder/s must be able to present the similar furniture pieces offered and allow for an inspection of the quality of all items offered.
- 5.2.3.2 A bidder(s) that scores less than 65% (33 points) in respect of site inspection - shall be regarded as submitting a non-responsive bid and will be disqualified.
- 5.2.3.3 Bidder/s must be able to present the similar furniture pieces offered and allow for an inspection of the quality of all items offered in line with the requirements/specification, bidder/s should be able to demonstrate compliance with annexure A .Bidder/s must demonstrate ability to manufacture and deliver the furniture within the timeframes as per their project plans.

The presentation should be done by the project manager who will be responsible for the project.

Criteria	Requirement	Weight																		
General Impression	<p>Points will be allocated in terms of the number of yes received by bidders Points matrix range from 0-5</p> <table border="1"> <thead> <tr> <th>Factors</th><th>Yes/No</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Equipment</td><td></td><td></td></tr> <tr> <td>Adequate work space</td><td></td><td></td></tr> <tr> <td>Professionalism</td><td></td><td></td></tr> <tr> <td>Building premises</td><td></td><td></td></tr> <tr> <td>Suitability</td><td></td><td></td></tr> </tbody> </table>	Factors	Yes/No	Points	Equipment			Adequate work space			Professionalism			Building premises			Suitability			20
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Ability to provide similar furniture as per Annexure A																				
Ability to transport furniture as per Annexure A																				
Total points		50																		

5.3.1 B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed and signed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate.

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.



Bidder(s) must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **DIRCO** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

7. Sub-contracting

Bidder(s) who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

Stage 3 (80 + 20 = 100 points)

The Price and BBBEE points will be consolidated.

8. General Conditions of Contract

Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

- 8.1 Bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DIRCO is prepared to enter into a contract with the successful Bidder(s).
- 8.2 Bidder(s) submitting the General Conditions of Contract to DIRCO together with its bid, duly signed by an authorised representative of the bidder.

9. Service Level Agreement

- 9.1 Upon award, DIRCO and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by DIRCO, which include Insurance and Commitment to local content (SABS).
- 9.2 DIRCO reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 9.3 Bidder(s) are requested to:
- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 9.4 DIRCO reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable, to DIRCO or pose a risk to the organisation.

10. Special Conditions of this Bid

The DIRCO reserves the right to:

- 10.1 award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 10.2 negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s);
- 10.3 accept part of a tender rather than the whole tender;
- 10.4 carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid;
- 10.5 correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;
- 10.6 cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such;
- 10.7 award to multiple bidders based either on operational needs and risk assessment; and
- 10.8 negotiate and select the final furniture pieces.



11. DIRCO requires bidder(s) declarations

In the Bidder's Technical response, bidder(s) are required to declare the following:

11.1 Confirm that the bidder(s) is to:

- a. act honestly, fairly, and with due skill, care and diligence, in the interests of DIRCO;
- b. have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. act with circumspection and treat DIRCO fairly in a situation of conflicting interests;
- d. comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DIRCO;
- f. avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. conduct their business activities with transparency and consistently uphold the interests and needs of DIRCO as a client before any other consideration; and
- h. ensure that any information acquired by the bidder(s) from DIRCO will not be used or disclosed unless the written consent of the client has been obtained to do so.

12. Conflict of interest, corruption and fraud

12.1.1 DIRCO reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management whether in respect of DIRCO or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity").

- a) engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DIRCO's officers, directors, employees, advisors or other representatives;

- d) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- e) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- f) has in the past engaged in any matter referred to above; or
- g) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

13. Misrepresentation during the lifecycle of the contract

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that DIRCO relies upon the bidder(s) bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by DIRCO against the bidder notwithstanding the conclusion of the Service Level Agreement between DIRCO and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

14. Preparation costs

Bidder(s) will bear all their costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing DIRCO its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

15. Indemnity

If a bidder breaches the conditions of this bid and, as a result of that breach, DIRCO incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds DIRCO harmless from any and all such costs which DIRCO may incur and for any damages or losses DIRCO may suffer.

16. Precedence



This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

17. Limitation of liability

A bidder participates in this bid process entirely at its own risk and cost. DIRCO shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder(s) participation in this bid process.

18. Tax compliance

No tender shall be awarded to a bidder who is not tax compliant. DIRCO reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to DIRCO or whose verification against the Central Supplier Database (CSD) proves non-compliant. DIRCO further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

19. Tender defaulters and restricted suppliers

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers DIRCO reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

20. Governing Law

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

21. Responsibility for sub-contractors and bidder's personnel

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that DIRCO allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain

the responsibility of the bidder and DIRCO will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

22. Confidentiality

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder(s) tender(s) will be disclosed by any bidder or other person not officially involved with examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by DIRCO remain the proprietary of DIRCO and must be promptly returned to DIRCO upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure DIRCO's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

23. DIRCO proprietary information

Bidder(s) will on their bid cover letter make a declaration that they did not have access to any of DIRCO's proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

24. Availability of funds

Should funds no longer be available to pay for the execution of the responsibilities of this bid **DIRCO 07/2021/2022**, the DIRCO may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

25. Validity period of proposals

All quotations must be submitted by **03/12/2021** and must be valid for a period of 120 days after the closing date.

26. Contact persons

All enquiries can be directed to Supply Chain Management as per fax number: - 012 329 1267 Enquiries pertaining to the completion of tender documents can be directed to the Bid Office, on telephone number 012 301 8640/ 012 351 9198

Enquiries may be directed to:

Mr Motloungr Tshepo
Telephone: +27(12)301 8640
Email address: motloungr@dirco.gov.za

Mr Seema Chris
Telephone: +27(12)351 9198
Email address: seemac@dirco.gov.za

27. Delivery of Bids

The Bid must be properly submitted on or before the closing date and time specified in the TOR, fully completed as per all standard conditions of bid. Bid documents must be lodged in the bid box at DIRCO, OR Tambo Building, 460 Soutpansberg Road, Rietondale, 0084.

Bidder(s) must submit their binded proposals in a sealed envelope with the details of the specific tender on the outside of the envelope to:

Per hand

Department of International Relations and Cooperation
OR Tambo Building
460 Soutpansberg Road
Rietondale
0084

Submissions should be hand delivered to the above mentioned address on or before 11:00 on the closing date.

Bidder/s are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.

E-Mailed or faxed submissions will not be accepted.



Furniture and equipment for Chancery and staff residences in Havana Cuba

HAVANA OFFICIAL RESIDENCE: Ambassador			
	Item	Specifications	Quantity
1	Queen size bed base	Queen size Sealy OR Equivalent Posturepedic Firm Bed	1
2	Queen size bed mattress	Queen Size Sealy OR Equivalent Posturepedic Medium-Firm Mattress	1
3	Night table	Nutmeg wooden bedside tables with 2 drawers - 60 cm (H), 50 cm (W), 50 cm (D)	2
4	Chest of drawers	Nutmeg wooden chest of drawers with 4 drawers - 90 cm (H), 100 cm (W), 60 cm (D)	1
5	Vanity table	Nutmeg wooden vanity dressing table with mirror - Bottom: 90 cm (H), 120 cm (W), 50 cm (D) - Top (Mirror): 95 cm (H) / 120 cm (W), 10 cm (D)	1
6	Stool	Wooden Stool with Durable Upholstered Top in neutral color - 49 cm (H), 44 cm (W), 40 cm (D)	1
7	Queen size Headboard	Queen Size Bed Wooden and Leather Headboard - 185 cm (H), 160 cm (W), 7 cm (D)	1
8	3 Seater couch	Durable fabric upholstered in neutral color, 3 seater formal couch (formal lounge) - 230 cm (W), 101 cm (H), 94 cm (D)	1
9	2 Seater couch	Durable fabric upholstered in neutral color, 2 seater formal couch (formal lounge) - 192 cm (W), 101 cm (H), 94 cm (D)	1
10	1 Seater couch	Durable fabric upholstered in neutral color, 1 seater formal couch (formal lounge) - 96 cm (W), 101 cm (H), 94 cm (D)	1

RESIDENCE 1st Secr: Political			
	Item	Specifications	Quantity
1	Queen size bed mattress	Queen Size Sealy OR Equivalent Posturepedic Medium-Firm Mattress	1
2	Single bed base	Single Sealy OR Equivalent Posturepedic Firm Bed Base	2
3	Single bed mattress	Single Sealy OR Equivalent Posturepedic Medium-Firm Mattress	2
4	3 Seater couch	Durable fabric upholstered in neutral color, 3 seater formal couch (formal lounge) - 220.98 cm (W), 101.60 cm (H), 96.52 cm (D)	1
5	2 Seater couch	Durable fabric upholstered in neutral color, 2 seater formal couch (formal lounge) - 154.94 cm (W), 101.60 cm (H), 96.52 cm (D)	1
6	1 Seater couch	Durable fabric upholstered in neutral color, 1 seater formal couch (formal lounge) - 88.90 cm (W), 83.82 cm (H), 76.20 cm (D)	1
7	Dining room chair	Nutmeg wooden dining chair with durable fabric upholstered seat in neutral color - 44 cm (W), 41 cm (D), 90 cm (H)	6

8	Desk	Durable wooden nutmeg color desk, with a drawer and a door on each side - 1,800 mm (W), 780 mm (D) x 910 mm (H)	1
9	Desk chair	High back chair with durable dual padded 60 mm mesh seat, mesh high back and adjustable head/neck rest, contoured arm rests, lumbar support pad for the lower back, swivel and tilt function (90 to 135 degrees), level 3 gas lift and high quality 320 mm radius black nylon base with A-grade easy glide colour coded casters - 57 cm (W), 67 cm (D), 112-120 cm (H)	2

		RESIDENCE CSM	
	Item	Specifications	Quantity
1	3 Seater couch	Durable fabric upholstered in neutral color, 3 seater formal couch (formal lounge) - 220.98 cm (W), 101.60 cm (H), 96.52 cm (D)	1
2	2 Seater couch	Durable fabric upholstered in neutral color, 2 seater formal couch (formal lounge) - 154.94 cm (W), 101.60 cm (H), 96.52 cm (D)	1
3	1 Seater couch	Durable fabric upholstered in neutral color, 1 seater formal couch (formal lounge) - 88.90 cm (W), 83.82 cm (H), 76.20 cm (D)	1

4	Desk chair	High back chair with durable dual padded 60 mm mesh seat, mesh high back and adjustable head/neck rest, contoured arm rests, lumbar support pad for the lower back, swivel and tilt function (90 to 135 degrees), level 3 gas lift and high quality 320 mm radius black nylon base with A-grade easy glide colour coded casters - 57 cm (W), 67 cm (D), 112-120 cm (H)	1
5	Desk	Durable wooden nutmeg color desk, with a drawer and a door on each side - 1,800 mm (W), 780 mm (D) x 910 mm (H)	1
6	Buffet/Sideboard	Double wooden mahogany color buffet, with top and bottom; the top to have 3 glass and wooden frame doors, and the bottom with 3 drawers and 3 doors - Bottom: 90 cm (H), 180 cm (W), 65 cm (D)- Top: 110 cm (H), 180 cm (W), 65 cm (D)	1

RESIDENCE 3rd Secr: Admin & Consular Matters			
	Item	Type Reference	Quantity
1	Queen size bed base	Queen Size Sealy OR Equivalent Posturepedic Firm Bed Base	2
2	Queen size bed mattress	Queen Size Sealy OR Equivalent Posturepedic Medium-Firm Mattress	2
3	Queen size Headboard	Queen Size Bed Wooden and Leather Headboard - 145 cm (H), 160 cm (W), 7 cm (D)	2
4	3 Seater couch	Durable fabric upholstered in neutral color, 3 seater formal couch (formal lounge) - 220.98 cm (W), 101.60 cm (H), 96.52 cm (D)	1
5	2 Seater couch	Durable fabric upholstered in neutral color, 2 seater formal couch (formal lounge) - 154.94 cm (W), 101.60 cm (H), 96.52 cm (D)	1
6	1 Seater couch	Durable fabric upholstered in neutral color, 1 seater formal couch (formal lounge) - 88.90 cm (W), 83.82 cm (H), 76.20 cm (D)	1

CHANCERY			
	Item	Specifications	Quantity
1	Visitors chair	Embassy entrance/waiting room chair, with highly durable and easy clean fabric seat and breathable mesh fabric back - 610 mm (D), 460 mm (W), 300 mm (H)	6
2	Desk chair	High back chair with durable dual padded 60 mm mesh seat, mesh high back and adjustable head/neck rest, contoured arm rests, lumbar support pad for the lower back, swivel and tilt function (90 to 135 degrees), level 3 gas lift and high quality 320 mm radius black nylon base with A-grade easy glide colour coded casters - 57 cm (W), 67 cm (D), 112-120 cm (H)	4

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
BID NUMBER:	DIRCO 07-2021/22	CLOSING DATE:	03/12/2021	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a service provider to manufacture, transport and deliver furniture to a location in Gauteng for the South African Diplomatic Mission in Havana, Cuba.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION 460 SOUTPANSBERG ROAD RIETONDALE PRETORIA 0084					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/> A REGISTERED AUDITOR NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
				<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

**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: DIRCO 07-2021-2022

Closing Time 11:00 on 03/12/2021.

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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HAVANA OFFICIAL RESIDENCE: Ambassador				
	ITEM	SPECIFICATIONS	QUANTITY	COST PRICE (R)
1	Queen size bed base	Queen size Sealy OR Equivalent Posturepedic Firm Bed	1	
2	Queen size bed mattress	Queen Size Sealy OR Equivalent Posturepedic Medium-Firm Mattress	1	
3	Night table	Nutmeg wooden bedside tables with 2 drawers - 60 cm (H), 50 cm (W), 50 cm (D)	2	
4	Chest of drawers	Nutmeg wooden chest of drawers with 4 drawers - 90 cm (H), 100 cm (W), 60 cm (D)	1	
5	Vanity table	Nutmeg wooden vanity dressing table with mirror - Bottom: 90 cm (H), 120 cm (W), 50 cm (D) - Top (Mirror): 95 cm (H) / 120 cm (W), 10 cm (D)	1	
6	Stool	Wooden Stool with Durable Upholstered Top in neutral color - 49 cm (H), 44 cm (W), 40 cm (D)	1	
7	Queen size Headboard	Queen Size Bed Wooden and Leather Headboard - 185 cm (H), 160 cm (W), 7 cm (D)	1	

Signature.....

Initials.....

8	3 Seater couch	Durable fabric upholstered in neutral color, 3 seater formal couch (formal lounge) - 230 cm (W), 101 cm (H), 94 cm (D)	1	
9	2 Seater couch	Durable fabric upholstered in neutral color, 2 seater formal couch (formal lounge) - 192 cm (W), 101 cm (H), 94 cm (D)	1	
10	1 Seater couch	Durable fabric upholstered in neutral color, 1 seater formal couch (formal lounge) - 96 cm (W), 101 cm (H), 94 cm (D)	1	

RESIDENCE 1st Secr: Political				
	ITEM	SPECIFICATION	QUANTITY	COST PRICE
1	Queen size bed mattress	Queen Size Sealy OR Equivalent Posturepedic Medium-Firm Mattress	1	
2	Single bed base	Single Sealy OR Equivalent Posturepedic Firm Bed Base	2	
3	Single bed mattress	Single Sealy OR Equivalent Posturepedic Medium-Firm Mattress	2	
4	3 Seater couch	Durable fabric upholstered in neutral color, 3 seater formal couch (formal lounge) - 220.98 cm (W), 101.60 cm (H), 96.52 cm (D)	1	
5	2 Seater couch	Durable fabric upholstered in neutral color, 2 seater formal couch (formal lounge) - 154.94 cm (W), 101.60 cm (H), 96.52 cm (D)	1	
6	1 Seater couch	Durable fabric upholstered in neutral color, 1 seater formal couch (formal lounge) - 88.90 cm (W), 83.82 cm (H), 76.20 cm (D)	1	
7	Dining room chair	Nutmeg wooden dining chair with durable fabric upholstered seat in neutral color - 44 cm (W), 41 cm (D), 90 cm (H)	6	
8	Desk	Durable wooden nutmeg color desk, with a drawer and a door on each side - 1,800 mm (W), 780 mm (D) x 910 mm (H)	1	

Signature.....

Initials.....

9	Desk chair	High back chair with durable dual padded 60 mm mesh seat, mesh high back and adjustable head/neck rest, contoured arm rests, lumbar support pad for the lower back, swivel and tilt function (90 to 135 degrees), level 3 gas lift and high quality 320 mm radius black nylon base with A-grade easy glide colour coded casters - 57 cm (W), 67 cm (D), 112-120 cm (H)	2	
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RESIDENCE CSM				
	ITEM	SSPECIFICATION	QUANTITY	COST PRICE
1	3 Seater couch	Durable fabric upholstered in neutral color, 3 seater formal couch (formal lounge) - 220.98 cm (W), 101.60 cm (H), 96.52 cm (D)	1	
2	2 Seater couch	Durable fabric upholstered in neutral color, 2 seater formal couch (formal lounge) - 154.94 cm (W), 101.60 cm (H), 96.52 cm (D)	1	
3	1 Seater couch	Durable fabric upholstered in neutral color, 1 seater formal couch (formal lounge) - 88.90 cm (W), 83.82 cm (H), 76.20 cm (D)	1	
4	Desk chair	High back chair with durable dual padded 60 mm mesh seat, mesh high back and adjustable head/neck rest, contoured arm rests, lumbar support pad for the lower back, swivel and tilt function (90 to 135 degrees), level 3 gas lift and high quality 320 mm radius black nylon base with A-grade easy glide colour coded casters - 57 cm (W), 67 cm (D), 112-120 cm (H)	1	
5	Desk	Durable wooden nutmeg color desk, with a drawer and a door on each side - 1,800 mm (W), 780 mm (D) x 910 mm (H)	1	

Signature.....

Initials.....

6	Buffet/Sideboard	Double wooden mahogany color buffet, with top and bottom; the top to have 3 glass and wooden frame doors, and the bottom with 3 drawers and 3 doors - Bottom: 90 cm (H), 180 cm (W), 65 cm (D)- Top: 110 cm (H), 180 cm (W), 65 cm (D)	1	
---	------------------	--	---	--

RESIDENCE 3rd Secr: Admin & Consular Matters				
	ITEM	SPECIFICATION	QUANTITY	COST PRICE
1	Queen size bed base	Queen Size Sealy OR Equivalent Posturepedic Firm Bed Base	2	
2	Queen size bed mattress	Queen Size Sealy OR Equivalent Posturepedic Medium-Firm Mattress	2	
3	Queen size Headboard	Queen Size Bed Wooden and Leather Headboard - 145 cm (H), 160 cm (W), 7 cm (D)	2	
4	3 Seater couch	Durable fabric upholstered in neutral color, 3 seater formal couch (formal lounge) - 220.98 cm (W), 101.60 cm (H), 96.52 cm (D)	1	
5	2 Seater couch	Durable fabric upholstered in neutral color, 2 seater formal couch (formal lounge) - 154.94 cm (W), 101.60 cm (H), 96.52 cm (D)	1	
6	1 Seater couch	Durable fabric upholstered in neutral color, 1 seater formal couch (formal lounge) - 88.90 cm (W), 83.82 cm (H), 76.20 cm (D)	1	

Signature.....

Initials.....

CHANCERY				
	ITEM	SPECIFICATION	QUANTITY	COST PRICE
1	Visitors chair	Embassy entrance/waiting room chair, with highly durable and easy clean fabric seat and breathable mesh fabric back - 610 mm (D), 460 mm (W), 300 mm (H)	6	
2	Desk chair	High back chair with durable dual padded 60 mm mesh seat, mesh high back and adjustable head/neck rest, contoured arm rests, lumbar support pad for the lower back, swivel and tilt function (90 to 135 degrees), level 3 gas lift and high quality 320 mm radius black nylon base with A-grade easy glide colour coded casters - 57 cm (W), 67 cm (D), 112-120 cm (H)	4	
TOTAL BID PRICE			R.....	

Signature.....

Initials.....

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:.....
.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

or

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Minimum Threshold for Local Content
Queen size bed base	Timber base 90% and steel base 100%
Queen size bed mattress	80%
Night Table	70%
Chest of drawers	90%
Vanity Table	70%
Stool	90%
Queen size Headboard	70%
3 seater Couch	90%
2 seater Couch	90%
1 seater Couch	90%
Dining room chair	70% with arms and 100% without arms
Desk	90%
Desk chair	65%
Buffet/Sideboard	90%
Visitors chair	70% with arms and 100% without arms

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has

been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Tender No.	Tender description:	Designated product(s)	Tender Authority:	Tendering Entity name:	Tender Exchange Rate:	Specified local content %
------------	---------------------	-----------------------	-------------------	------------------------	-----------------------	---------------------------

Note: VAT to be excluded from all calculations

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[illegible][illegible]

Signature of tenderer from Annex B

Date: _____

(C20)	Total tender value	R 0
-------	--------------------	-----

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content	R 0
(C24) Total local content	R 0

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Tender No:
(02) Tender Description:
(03) Designated Products:
(04) Tender Authority:
(05) Tendering Entity name:
(06) Tender Effective Date:

Paid

EUR R 9.00

GBP R 12.00

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Freight currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(07)	(08)	(09)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
											(19) Total exempted imported value
											This total must correspond with Annex C - C21

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)
											(32) Total imported value by tenderer
											(33) Total imported value

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(34)	(35)	(36)	(37)	(38)	(39)	(40)	(41)	(42)	(43)	(44)	(45)
											(46) Total imported value by 3rd party
											(47) Total imported value

D. Other foreign currency payments

Summary of Payments				
Type of payment	Local supplier making the payment (D47)	Overseas beneficiary (D48)	Foreign currency value paid (D49)	Tender Rate of Exchange (D50)
Local value of payments (D51)				

Signature of tenderer from Annex E

Date:

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
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
25. Force Majeure
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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 security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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