**BID DESCRIPTION**
APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, MAINTENANCE AND REPAIR OF NEW MULTIFUNCTIONAL COPIERS AND PRINTERS FOR A PERIOD OF 3 YEARS TO THE COMPETITION COMMISSION

**BID NUMBER**
RFP: 09/2019-2020

**ISSUE DATE**
06 DECEMBER 2019

**BRIEFING SESSION**
NO BRIEFING SESSION WILL BE HELD FOR THIS TENDER

**SUBMISSION OF CLARIFICATION QUESTIONS AND / OR ENQUIRIES**
11 DECEMBER 2019 AT 14:00PM
All Prospective Bidders are required to send their email addresses to tenders@compcom.co.za so that they are copied to responses.

**RESPONSE TO CLARIFICATION QUESTIONS AND / OR ENQUIRIES**
13 DECEMBER 2019 AT 16:00PM
All Prospective Bidders are required to send their email addresses to tenders@compcom.co.za so that they are copied to responses.

**BID CLOSING DATE**
13 JANUARY 2020

**BID CLOSING TIME**
11:00AM

**EVALUATION CRITERIA**
MANDATORY REQUIREMENTS, FUNCTIONALITY AND 80/20 PREFERENCE POINTS SYSTEM OF EVALUATION

**BID VALIDITY PERIOD**
120 DAYS FROM CLOSING DATE OF THE BID

**SUBMISSION OF BIDS**
COMPETITION COMMISSION SA BLOCK 2B, 1st FLOOR TREVENNA CAMPUS 55 MEINTJIES STREET SUNNYSIDE PRETORIA

**TECHNICAL ENQUIRIES**
Abram Tiro

**SCM ENQUIRIES**
Sylvia Nkosi
tenders@compcom.co.za
1. **General Information**

1.1 **Purpose**

The Competition Commission South Africa (Commission) is a statutory body constituted in terms of the Competition Act, No. 89 of 1998 (the "Act"). The Act creates three independent competition regulatory authorities: the Competition Commission, the Competition Tribunal (Tribunal) and the Competition Appeal Court. The Commission is the investigative and enforcement agency, a functionally-independent institution that is administratively accountable to the Department of Trade and Industry (the dti). The Commission is requesting interested bidders to submit proposals for suitable office accommodation in Arcadia, Hatfield or Pretoria East (Menlyn or Centurion areas) to accommodate the space requirements of the Commission.

1.2 **Background**

The Commission is established in terms of Section 19 of the Act and is responsible for investigating complaints made against firms with regard to restrictive practices and abuses of dominance and for evaluating, approving or prohibiting mergers and acquisitions. The Commission is responsible for investigating complaints and conducting market inquiries with the aim of promoting a more competitive economy in the interest of workers, owners and consumers.

2. **Legislative Framework of the Bid**

2.1 **Tax Legislation**

Bidder(s) must be compliant when submitting a proposal to the Competition Commission and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

2.2 **Procurement Legislation**

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

Any time or date in this bid is subject to change at the Competition Commission’s discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Competition Commission to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the Competition Commission extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.
3. Contact and Information

3.4.1 A nominated official of the bidder(s) can make enquiries in writing, via email: tenders@compcom.co.za. Bidder(s) must reduce all enquiries to writing and send to the above email address.

3.4.2 The delegated office of the Competition Commission may communicate with Bidder(s) where clarity is sought in the bid proposal.

3.4.3 Any communication to an official or a person acting in an advisory capacity for the Competition Commission in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

3.4.4 All communication between the Bidder(s) and the Competition Commission must be done in writing.

3.4.5 Whilst all due care has been taken in connection with the preparation of this bid, the Competition Commission makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete.

3.4.6 The Competition Commission, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

3.4.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Competition Commission (other than minor clerical matters), the Bidder(s) must promptly notify the Competition Commission in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Competition Commission an opportunity to consider what corrective action is necessary (if any).

3.4.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Competition Commission will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

3.4.9 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

3.4.10 A two-envelope system, requiring submission of both technical and financial proposals at the same time, but in separate envelopes will apply. This process will be an Open Bid process.

3.4.11 This Request for Proposal (RFP) is issued in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations, 2017 issued by the National Treasury.

3.4.12 Service providers submitting Proposals are required to adhere to Commission’s Supply Chain Management Policy relating to the procurement and payment processes.
4. Specifications and Requirements

4.1 The service provider must have the capacity and resources to supply, install, deliver and maintain the following goods and services:

4.1.1 Multifunctioning network printers are required
4.1.2 They should Print / Scan / Photocopy
4.1.3 The service provider must provide print management software that generates reports on individual usage and also provide audit-trail reports.
4.1.4 The printer environment must have a follow me technology where a person can print in a machine and have the documents released from any machine in the environment.
4.1.5 Security features: The printers must be password enabled (each user must have a pin associated with their user account.
4.1.6 The printers must be able to print in color.
4.1.7 The printers must be able to print in black and white (monochrome).
4.1.8 The printers must be able to do duplex scan to Microsoft Office 365 email
4.1.9 The internal HDD should have a minimum of 256GB
4.1.10 The main unit of the printers must have multiple feeder drawers and be able to accommodate different types and sizes of paper.
4.1.11 The printers must have automated paper feeder.
4.1.12 The printers must have a finisher unit which is able to staple/stack/punch.
4.1.13 It is estimated that 3000 to 6000 copies on average per month per machine in terms of usage will be made during the three years.
4.1.14 Printer consumables such as toners and staples must be included as part of the lease and we should not have to raise purchase orders for this each time they are depleted.
4.1.15 The service provider must provide a service plan of how the required services will be delivered.
4.1.16 The plan should include among other things, the following:
   a) A formal methodology;
   b) Resource management;
   c) Provide loaned printers when necessary;
   d) Provide frequent maintenance;
   e) Report on printers;
   f) Incident management; and all requirements that are required for the project
4.1.17 The printer environment must be able to report faults and alert service provider with regards to toner replenishment levels, meter readings and other crucial reports.
5.2 Five (5) different types of Network Printers are required as per tables below:

5.2.1 Table. 1 Production Printer/photocopier/scanner

<table>
<thead>
<tr>
<th>Quantity</th>
<th>1 (one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speed</td>
<td>80 - 120 pages per minute</td>
</tr>
<tr>
<td>Print quality</td>
<td>Colour/Monochrome</td>
</tr>
</tbody>
</table>

**Printer Description**
- Colour A4 & A3 with
  - Automatic Duplex printing
  - High volume automatic document feeder
  - Wired (Gigabit Ethernet) & wireless network printing
  - Mobile device print capabilities.
  - Zoom-Enlargement/Reduction 25%-400%
  - Duplex scan to Office 365 emails and memory stick.
  - Sorter
  - Finisher
  - By-pass Tray
  - Network setup
  - Secure user accounts setup
  - Staple/punch/saddle stitching
  - HDD
  - Glue Binding

<table>
<thead>
<tr>
<th>Volume</th>
<th>&gt; 10 000 /Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty</td>
<td>Service Maintenance Plan</td>
</tr>
</tbody>
</table>

5.2.2 Table. 2 High Volume network photocopier/printer/scanner

<table>
<thead>
<tr>
<th>Quantity</th>
<th>3 (Three)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speed</td>
<td>95 – 100 pages per minute</td>
</tr>
<tr>
<td>Print quality</td>
<td>Monochrome</td>
</tr>
</tbody>
</table>

**Printer Description**
- Colour A4 & A3 with
  - Automatic Duplex printing
  - Automatic document feeder
  - Wired (Gigabit Ethernet) & wireless network printing
  - Mobile device print capabilities.
  - Zoom-Enlargement/Reduction 25%-400%
  - Duplex scan to Office 365 emails and memory stick.
  - Sorter
  - Finisher
  - By-pass Tray
  - Network setup
  - Secure user accounts setup
  - Staple/punch/saddle stitching
  - HDD

<table>
<thead>
<tr>
<th>Volume</th>
<th>&gt; 8 000 /Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty</td>
<td>Service Maintenance Plan</td>
</tr>
</tbody>
</table>
### 5.2.3 Table. 3 Medium Volume photocopier/printer/scanner

<table>
<thead>
<tr>
<th>Quantity</th>
<th>10 (Ten)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speed</td>
<td>75 pages per minute</td>
</tr>
<tr>
<td>Print quality</td>
<td>Color</td>
</tr>
</tbody>
</table>
| Printer Description | Colour A4 & A3 with  
  - Automatic Duplex printing  
  - Automatic document feeder  
  - Wired (Gigabit Ethernet) & wireless network printing  
  - Mobile device print capabilities.  
  - Zoom-Enlargement/Reduction 25%-400%  
  - Duplex scan to Office 365 emails and memory stick.  
  - Sorter  
  - Finisher  
  - By-pass Tray  
  - Network setup  
  - Secure user accounts setup  
  - Staple/punch/saddle stitching  
  - HDD |
| Volume | > 5 000 /Month |
| Warranty | Service Maintenance Plan |

### 5.2.4 Table. 4 Medium volume photocopier/printer/scanner

<table>
<thead>
<tr>
<th>Quantity</th>
<th>4 (Four)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speed</td>
<td>75 pages per minute</td>
</tr>
<tr>
<td>Print quality</td>
<td>Monochrome</td>
</tr>
</tbody>
</table>
| Printer Description | Colour A4 & A3 with  
  - Automatic Duplex printing  
  - Automatic document feeder  
  - Wired (Gigabit Ethernet) & wireless network printing  
  - Mobile device print capabilities.  
  - Zoom-Enlargement/Reduction 25%-400%  
  - Duplex scan to Office 365 emails and memory stick.  
  - Sorter  
  - Finisher  
  - By-pass Tray  
  - Network setup  
  - Secure user accounts setup  
  - Staple/punch/saddle stitching  
  - HDD |
| Volume | > 5 000 /Month |
| Warranty | Service Maintenance Plan |
5.2.5 Table. 5 Medium volume photocopier/printer/scanner/fax

<table>
<thead>
<tr>
<th>Quantity</th>
<th>1 (One)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speed</td>
<td>75 pages per minute</td>
</tr>
<tr>
<td>Print quality</td>
<td>Monochrome</td>
</tr>
<tr>
<td>Printer Description</td>
<td>Colour A4 &amp; A3 with</td>
</tr>
<tr>
<td></td>
<td>• Automatic Duplex printing</td>
</tr>
<tr>
<td></td>
<td>• Automatic document feeder</td>
</tr>
<tr>
<td></td>
<td>• Wired (Gigabit Ethernet) &amp; wireless network printing</td>
</tr>
<tr>
<td></td>
<td>• Mobile device print capabilities.</td>
</tr>
<tr>
<td></td>
<td>• Zoom-Enlargement/Reduction 25%-400%</td>
</tr>
<tr>
<td></td>
<td>• Duplex scan to Office 365 emails and memory stick.</td>
</tr>
<tr>
<td></td>
<td>• Fax</td>
</tr>
<tr>
<td></td>
<td>• Sorter</td>
</tr>
<tr>
<td></td>
<td>• Finisher</td>
</tr>
<tr>
<td></td>
<td>• By-pass Tray</td>
</tr>
<tr>
<td></td>
<td>• Network setup</td>
</tr>
<tr>
<td></td>
<td>• Secure user accounts setup</td>
</tr>
<tr>
<td></td>
<td>• Staple/punch/saddle stitching</td>
</tr>
<tr>
<td></td>
<td>• HDD</td>
</tr>
<tr>
<td>Volume</td>
<td>=&gt; 5 000 /Month</td>
</tr>
<tr>
<td>Warranty</td>
<td>Service Maintenance Plan</td>
</tr>
</tbody>
</table>


The Competition Commission has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder.

<table>
<thead>
<tr>
<th>Mandatory Requirements</th>
<th>Technical Evaluation Criteria</th>
<th>Price and B-BBEE Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Gate 0)</td>
<td>(Gate 1)</td>
<td>(Gate 2)</td>
</tr>
<tr>
<td>Bidders must comply with all requirements as outlined in the bid document. Failure to comply with all mandatory requirements as stated and indicated in the bid document, will render a submission unsuccessful and disqualified from further evaluation. The bidder will not be eligible for consideration in Gate 1.</td>
<td>Bidder(s) are required to achieve a minimum of 70 out of 100 points for functionality, in order to proceed to Gate 2 (Price and BEE).</td>
<td>Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points in Gate 1.</td>
</tr>
</tbody>
</table>

6.1 Pre-qualification Criteria (Gate 0):

Without limiting the generality of the Competition Commission’s other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders’ responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission / non completion / not initialling all of the documents.
Table 1: Documents that must be submitted for Pre-qualification:

<table>
<thead>
<tr>
<th>Documents that must be submitted</th>
<th>Non-submission, Non-completion in full and not initializing will result in disqualification.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Bid – SBD 1</td>
<td>YES Complete and sign the supplied pro forma document</td>
</tr>
</tbody>
</table>
ii. The validity of the Tax Clearance Certificate issued by the South African Revenue Services certifying that the tax status of the Bidder is in order will be verified against the information recorded in the Central Supplier Database (CSD).  
iii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.  
iv. Valid Tax Clearance Certificate obtained from the new TCS system verifiable online via SARS eFiling, via the SARS Contact Centre (0800 00 7277), or at a SARS branch. |
| Declaration of Interest – SBD 4           | YES Complete and sign the supplied pro forma document                                          |
| Preference Point Claim Form – SBD 6.1     | YES Non-submission of a Valid BBBEE Verification Certificate will lead to a zero (0) score on BBBEE in line with the Prequalification Criteria set out in the tender document |
| Declaration of Bidder’s Past Supply Chain Management Practices – SBD 8 | YES Complete and sign the supplied pro forma document |
| Certificate of Independent Bid Determination – SBD 9 | YES Complete and sign the supplied pro forma document |
| Registration on Central Supplier Database (CSD) | YES The company must be registered as a service provider 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. Submit most recent and valid proof of registration |
| ANNEXURE A: Pricing Schedule              | YES Submit full details of the pricing proposal                                                 |
| Director’s Certified ID Copies            | YES Bidders must submit certified ID Copies of Directors of the entity: eg - If the entity has 4 directors, 4 ID Copies must be attached. Failure to provide the certified ID Copies, will render the bid disqualified |
| CIPC Registration Documents              | YES Bidders must submit proof of CIPC Registration that details the Directors of the entity and their ID numbers |

6.2 Technical Evaluation Criteria (Gate 1): = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

i. Technical Evaluation – Bidders will be evaluated out of 100 points for functionality and are required to achieve minimum threshold of 70 points out of 100 points.

ii. Bidders that achieve minimum of **70 points** will proceed to Gate 2 for Price and BBBEE evaluations.
## Functionality Evaluation Criteria

<table>
<thead>
<tr>
<th>Technical Project Approach and Methodology</th>
<th>Maximum Points</th>
<th>Minimum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knowledge of best digital office equipment solutions in line with industry standards, technology and occupational health and safety. The bidder should explain who would bear the liability to insure against theft, fire damage or destruction and any other consequential damages that may be suffered.</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service and Maintenance Plan</th>
<th>Maximum Points</th>
<th>Minimum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>The service provider must provide the Commission with a service plan of how the required services will be delivered to the Commission. The plan should include, a formal methodology, resource management, provide loaned printers, quarterly maintenance and servicing, preventative maintenance, incident management, response times, availability of loan equipment and parts.</td>
<td>40</td>
<td>30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Past Relevant Experience of the Company That Will Provide the Service</th>
<th>Maximum Points</th>
<th>Minimum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidders are expected to attach copies of 3 reference letters from reputable service providers that they provided the service to in the last 6 years. The reference letters must be in a letterhead, clearly indicate the type of service provided, contract duration, contract value and details of the relevant contact person. Should the reference letter fail to have the indicated aspects, it will not be considered. 3 Letters = 50 points; 2 Letters = 30 points; 1 Letter = 20 points; 0 letter = 0 points</td>
<td>50</td>
<td>30</td>
</tr>
</tbody>
</table>

*no testimonials or appointment letters, only reference letters*

<table>
<thead>
<tr>
<th>Total Points</th>
<th>Maximum Points</th>
<th>Minimum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>70</td>
<td></td>
</tr>
</tbody>
</table>

### 6.3 Price and Preference Points System of Evaluation

Bidders that meet the minimum required points for Functionality will be evaluated for Price and Preference Points, of which 80 points will be for price and 20 points are for Preference points.

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>
6.4 **Pricing Instructions**

6.4.1 The Service Provider is required to provide the services in accordance with the Scope of Work.
6.4.2 This embraces all things necessary and incidental to complete the work.
6.4.3 The only basis for a change to the prices is as a result of the Commission giving an instruction to change the Scope of Work.
6.4.4 The total rate per month appearing on the form of offer and the cover page as the tender amount must be the total sum of all the machines per month.
6.4.5 The annual increase will be based on the CPI.
6.4.6 Pricing should include consumables such as toners, staples, software and hardware support

7. **General Conditions of Contract**

7.1 Any award made to a bidder(s) under this bid is conditional, amongst others, upon – The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the Competition Commission is prepared to enter into a contract with the successful Bidder(s).

7.2 The bidder submitting the General Conditions of Contract to which the Competition Commission together with its bid, duly signed by an authorised representative of the bidder.

7.3 The Commission may vary this instruction to include more scope / work or to exclude work/service areas at its own discretion. In the case of the latter, the bidder shall not be entitled to claim for any work not required and may engage the Commission on the pricing of the additional work/service proposed.

7.4 All copyright and intellectual property rights that may result because of the work to be performed shall reside with the Commission and the service provider shall be required to sign an agreement of confidentiality.

7.5 The Commission may dictate the framework in which documents (policies, plans, report etc.) shall be submitted; however, the service provider should be able to submit a proposal on the lay-out of his/her choice for consideration by the Commission.

7.6 The Commission's general Supply Chain Management processes, general conditions of bid, contracting and order shall be applicable to this bid. The service provider shall be required to conclude and sign a Service Level Agreement (SLA) after appointment.

7.7 The Commission reserves the right not to award the bid to any bidder at its own discretion.

7.8 Service providers submitting proposals shall furnish such additional information that the Commission may reasonably require.

7.9 If a service provider wishes to bring additional information to the notice of the Commission, it should do so in writing at the address indicated.

7.10 Proposals must remain valid for 120 days from the closing date of the RFP.

7.11 The Commission will not be held liable for any costs incurred by the service provider submitting the proposal.
The Commission reserves the right to determine the structure of the process, to withdraw from the tender process, and to change the timetable at any time.

False declaration and/or the failure to submit the required documents as specified will lead to the bid being excluded for consideration.

Service Level Agreement

Upon award the Competition Commission and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by which the Competition Commission, more or less in the format of the draft Service Level Agreement included in this tender pack.

The Competition Commission reserves the right to vary the proposed terms and conditions of the draft Service Level Agreement during the course of negotiations with a bidder by amending or adding thereto.

Quality service (turnaround times of request)

Bidder(s) are requested to:

1. Comment on the terms and conditions set out in the Service Level Agreement and where necessary, make proposals to the terms and conditions;
2. Each comment and/or amendment must be explained; and
3. All changes and/or amendments to the Service Level Agreement must be in an easily identifiable colour font and tracked for ease of reference.
4. The Competition Commission 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 Competition Commission or pose a risk to the organisation.

Special Conditions of this Bid

The Competition Commission reserves the right:

1. Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any Bid.
2. To 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).
3. To accept part of a tender rather than the whole tender.
4. To 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.
5. To 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.
9.6. To 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.

9.7. To award a tender based on which bidder is offering the best value for money, even if such Tender is not the lowest priced tender.

9.8. Not to award the tender to the bidder whose financial statements are not in order.

9.9. Award to multiple bidders to spread the risk.

10. **The Competition Commission Requires Bidder(S) To Declare**

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

10.1. Confirm that the bidder(s) is to: –

   a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Competition Commission;

   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 the Competition Commission 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 the Competition Commission;

   f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

   g. To conduct their business activities with transparency and consistently uphold the interests and needs of the Competition Commission as a client before any other consideration; and

   h. To ensure that any information acquired by the bidder(s) from the Competition Commission will not be used or disclosed unless the written consent of the client has been obtained to do so.

11. **Conflict Of Interest, Corruption and Fraud**

11.1. The Competition Commission 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 the Competition Commission 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 the Competition Commission’s officers, directors, employees, advisors or other representatives;

d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity’s officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

e. 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;

f. 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;

g. has in the past engaged in any matter referred to above; or

h. 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.

12. Misrepresentation during the lifecycle of the contract

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

12.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Competition Commission against the bidder notwithstanding the conclusion of the Service Level Agreement between the Competition Commission 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.

13. Preparation Costs

The Bidder will bear all its 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 the Competition Commission, 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.
14. **Indemnity**

If a bidder breaches the conditions of this bid and, as a result of that breach, the Competition Commission 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 the Competition Commission harmless from any and all such costs which the Competition Commission may incur and for any damages or losses the Competition Commission may suffer.

15. **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.

16. **Limitation of Liability**

A bidder participates in this bid process entirely at its own risk and cost. The Competition Commission 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.

17. **Tax Compliance**

No tender shall be awarded to a bidder who is not tax compliant. The Competition Commission 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 the Competition Commission, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Competition Commission 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.

18. **National Treasury**

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. The Competition Commission 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.

19. **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.
20. **Responsibility of 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 the Competition Commission allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the Competition Commission will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

21. **Confidentiality**

21.1 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 the Competition Commission’s examination and evaluation of a Tender.

21.2 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 the Competition Commission remains the property of the Competition Commission and must be promptly returned to the Competition Commission upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

21.3 Throughout this bid process and thereafter, bidder(s) must secure the Competition Commission’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.

21.4 No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

22. **The Competition Commission Proprietary Information**

Bidder will on their bid cover letter make declaration that they did not have access to any Competition Commission 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).
INVITATION TO BID

Bidders are required to fully complete and sign the SBD

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE \( \text{name of department/public entity} \)

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>CLOSING DATE:</th>
<th>CLOSING TIME:</th>
</tr>
</thead>
</table>

DESCRIPTION

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 \( \text{street address} \)

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
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</thead>
<tbody>
<tr>
<td>POSTAL ADDRESS</td>
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<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>CELLPHONE NUMBER</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
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<tr>
<td>VAT REGISTRATION NUMBER</td>
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</table>

<table>
<thead>
<tr>
<th>TCS PIN:</th>
<th>OR</th>
<th>CSD No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ( \text{[tick applicable box]} )</td>
<td>Yes</td>
<td>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</td>
</tr>
<tr>
<td></td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME \( \text{[tick the applicable in the tick box]} \) | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) |
| A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | A REGISTERED AUDITOR |

\( \text{[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]} \)
<table>
<thead>
<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
<th>Yes</th>
<th>No</th>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES ENCLOSE PROOF</td>
<td></td>
<td></td>
<td>YES ANSWER PART I BELOW</td>
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</tbody>
</table>

<table>
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<tr>
<th>SIGNATURE OF BIDDER</th>
<th>........................................</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</th>
<th></th>
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<table>
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<tr>
<th>TOTAL NUMBER OF ITEMS OFFERED</th>
<th>TOTAL BID PRICE (ALL INCLUSIVE)</th>
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</thead>
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<tr>
<th>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</th>
<th>TECHNICAL INFORMATION MAY BE DIRECTED TO:</th>
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<tbody>
<tr>
<td>DEPARTMENT/ PUBLIC ENTITY</td>
<td>CONTACT PERSON</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>FACSIMILE NUMBER</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td>E-MAIL ADDRESS</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td></td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td>
<td></td>
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<tr>
<td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td>
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<tr>
<td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td>
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<tr>
<td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td>
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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.

All queries regarding the bidding procedure may be directed to Supply Chain Management of the Commission at tenders@compcom.co.za. *only written enquiries will be attended to*
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.efiling.co.za.
### Application for a Tax Clearance Certificate

#### Particulars of applicant

<table>
<thead>
<tr>
<th>Name/Legal name (Initials &amp; Surname or registered name)</th>
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<tbody>
<tr>
<td>Trading name (if applicable)</td>
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<tr>
<td>ID/Passport no</td>
<td>Company/Close Corp. registered no</td>
</tr>
<tr>
<td>Income Tax ref no</td>
<td>PAYE ref no 7</td>
</tr>
<tr>
<td>VAT registration no</td>
<td>SDL ref no L</td>
</tr>
<tr>
<td>Customs code</td>
<td>UIF ref no U</td>
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<tr>
<td>Telephone no</td>
<td></td>
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<tr>
<td>E-mail address</td>
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<tr>
<td>Physical address</td>
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<tr>
<td>Postal address</td>
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#### Purpose

Select the applicable option: 
- Tenders
- Good standing

If “Good standing”, please state the purpose of this application:

[Blank space for purpose]
Particulars of representative (Public Officer/Trustee/Partner)

Surname: ________________________ First names: ________________________
ID/Passport no: ________________________ Income Tax ref no: ________________________
Telephone no: ________________________ Fax no: ________________________
E-mail address: ________________________ Physical address: ________________________

Audit

Are you currently aware of any Audit investigation against you/the company?  
If “YES” provide details

Particulars of tender (If applicable)

Tender number: ________________________ 
Estimated Tender amount: ________________________
Expected duration of the tender: ______ year(s)

Particulars of the 3 largest contracts previously awarded

<table>
<thead>
<tr>
<th>Date started</th>
<th>Date finalised</th>
<th>Principal</th>
<th>Contact person</th>
<th>Telephone number</th>
<th>Amount</th>
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I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent:

Name of representative/agent

Date

Appointment of representative/agent (Power of Attorney) Declaration
1. It is a serious offence to make a false declaration.

   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act;
   or (b) without just cause shown by him, refuses or neglects to-
       (i) furnish, produce or make available any information, documents or things; (ii)
           reply to or answer truly and fully, any questions put to him...
   As and when required in terms of this Act ... shall be guilty of an offence ...

3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**

4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.
SBD 3.1 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 Description: | ___________________________ | Bid No: | ___________________________ |
| Closing Date: | ___________________________ | Closing Time: | ___________________________ |

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

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY (INCLUDING VAT)</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Required by: ________________________________________________________________________________
At: ________________________________________________________________________________
Brand and model: ______________________________________________________
Country of origin: ______________________________________________________

Does offer comply with specification? *YES/NO
If not to specification, indicate deviation(s): ____________________________________________
Period required for delivery: ______________________________________________________

*Delivery: Firm/not firm
Delivery basis (all delivery costs must be included in the bid price): __________________________
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 a price quotation, advertised competitive bid, limited bid or proposal). 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): _______________________

2.4 Company Registration Number: ______________________________________________________

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

If so, furnish the following particulars: ___________________________________________________
Any other particulars: ____________________________________________________________

2.7.1 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

2.7.1.1 If yes, did you attached 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.)

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

YES/ NO

2.8.1 If so, furnish particulars:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

YES/NO

2.9.1 If so, furnish particulars.

____________________________________________________________________________________
____________________________________________________________________________________

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

YES/NO

2.10.1 If so, furnish particulars.

____________________________________________________________________________________
____________________________________________________________________________________

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?  

YES/NO

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Reference Number</th>
<th>Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

4. DECLARATION

I, THE UNDERIGNED (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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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.


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:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed 100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) “prices” includes all applicable taxes less all unconditional discounts;
(h) “proof of B-BBEE status level of contributor” means:
1. B-BBEE Status level certificate issued by an authorized body or person;
2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
3. Any other requirement prescribed in terms of the B-BBEE Act;

(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- \( Ps \) = Points scored for price of bid under consideration
- \( Pt \) = Price of bid under consideration
- \( P_{\text{min}} \) = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: \( . \) = ……maximum of 10 or 20 points

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING
7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES [ ] NO [ ]

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.. ............%

ii) The name of the sub-contractor ..........................................................

iii) The B-BBEE status level of the sub-contractor ..................................

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES [ ] NO [ ]

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME [ ] QSE [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
</tr>
</tbody>
</table>

OR

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Any EME</td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
</tr>
</tbody>
</table>

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-BBEE 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.

<table>
<thead>
<tr>
<th>WITNESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>2.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>..................................</td>
</tr>
<tr>
<td>..................................</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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
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 (Name of Bidder): ____________________________________________ that:

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 organisation, 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.
The purpose of this document is to draw special attention to certain general conditions applicable to government bids, contracts and orders; and to ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter. The General Conditions of Contract will form part of all bid documents and may not be amended. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7 “Day” means calendar day.
1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14 “GCC” means the General Conditions of Contract.
1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20 “Project site,” where applicable, means the place indicated in bidding documents.
1.21 “Purchaser” means the organization purchasing the goods.
1.22 “Republic” means the Republic of South Africa.
1.23 “SCC” means the Special Conditions of Contract.
1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of
<table>
<thead>
<tr>
<th><strong>Technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.25”Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</td>
</tr>
</tbody>
</table>

### Application

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### General

Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

### Standards

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

### Use of contract documents and information; inspection

The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract. Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser. The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### Patent rights

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

### Performance security

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

### Inspections, tests and analyses

All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. If the inspections, tests and analyses show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. Where the supplies or services comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. Supplies and services which do not comply with the contract requirements may be rejected. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. The provisions shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clauses of GCC.

### Packing

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be
| **Delivery and Documents** | Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. Documents to be submitted by the supplier are specified in SCC. |
| **Insurance** | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. |
| **Transportation** | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| **Incidental services** | The supplier may be required to provide any or all of the services, including additional services, if any, specified in SCC, including a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services. |
| **Spare parts** | As specified in SCC, the supplier may be required to provide any or all of the following, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
| **Warranty** | The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. |
| **Payment** | The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. Payment will be made in Rand unless otherwise stipulated in SCC. |
| **Prices** | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| **Contract Amendments** | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| **Assignment** | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| **Subcontracts** | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| **Delays in the supplier's performance** | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of... |
the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available. Except as provided, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to GCC without the application of penalties. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**Penalties**

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

**Termination for default**

The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and/or person restricted by the purchaser; (ii) the date of commencement of the restriction; (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
| **Force Majeure** | Notwithstanding the provisions of GCC Clauses, the supplier shall not be liable for forfeitue of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| **Termination for insolvency** | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |
| **Settlement of Disputes** | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier. |
| **Limitation of liability** | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| **Governing Language** | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| **Applicable law** | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| **Notices** | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| **Taxes and duties** | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. |
| **National Industrial Participation (NIP) Programme** | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| **Prohibition of Restrictive practices** | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. |