



**competition**commission  
south africa

**REQUEST FOR PROPOSALS**

**BID DESCRIPTION:**

**APPOINTMENT OF PANEL OF ATTORNEYS TO THE COMPETITION  
COMMISSION FOR A PERIOD OF 36 MONTHS**

**BID No: 10/2019-2020**

**SECTION A**

Full Name of Bidding/Tendering Entity:	
Contact Person:	
Tel Number:	
Advert Date:	20 September 2019
Briefing Session:	Not applicable
Closing Date and Time:	11 October 2019 at 11:00 AM
Issued by:	Competition Commission South Africa



<b>VALIDITY PERIOD:</b>	90 Days from the closing date
<b>BID RESPONSES MUST BE HAND DELIVERED TO:</b>	<b>The Competition Commission SA</b> 55 Meintjies Street Trevenna Campus Block 2B, 1 <sup>st</sup> Floor Reception Sunnyside PRETORIA 0002
<b>NB: Bidders must ensure that they sign the register at the reception when delivering their bids</b>	

<b>BIDDER NAME:</b>
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Bidders should ensure that Tenders are delivered in time to the correct address. If the submission is late, it shall not be accepted for consideration. The Commission's Block 2B, 1<sup>st</sup> Floor reception at No 55 Meintjies Street, Trevenna Campus is generally accessible from 06h30am to 6h00pm; 5 days a week (Monday to Friday). Bidders must ensure that they **sign the register** at the reception when delivering Bids. **NB: Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses.**

<b><u>Bidder's Authorised Signatory:</u></b>	
Initials and Surname:  .....	Signature:  .....

Please indicate whether it is the original or copy, tick the applicable block					
<b>ORIGINAL</b>	<input type="checkbox"/>	Copy	<input type="checkbox"/>	NR	<input type="checkbox"/>

## GLOSSARY

Award	Conclusion of the procurement process and final notification to the successful bidder
B-BBEE	Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice issued thereunder by the Department of Trade and Industry
Bid	Written offer in a prescribed or stipulated form in response to an invitation by Competition Commission for the provision of goods, works or services
Contractor	Organization with whom Competition Commission will conclude a contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid
Core Team	Team members who fill the non-administrative positions against which the experience will be measured.
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise in terms of the Codes of Good Practice
GCC	General Conditions of Contract
Original Bid	Original document signed in ink, or Copy of original document signed in ink
Originally certified	To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a commissioner of oaths.
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference



**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED) MUST BE COMPLETED IN BLACK INK. THIS BID IS SUBJECT TO THE SPECIAL CONDITIONS OF THIS TENDER AND THE GENERAL CONDITIONS OF CONTRACT (GCC).**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

**INFORMATION OF BIDDER OR LEAD PARTNER IN CASE OF A JOINT VENTURE**

<b>Indicate the following:</b>	
Name of bidder	
Fidelity Fund Certificate	
SARS VAT registration number	
SARS TAX Clearance No and Expiry Date	
BBBEE Verification Level and Expiry Date	
CSD MAAA Number	
CSD Unique Registration Number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	



## PRE-QUALIFICATION CRITERIA

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 and 2** below (whichever is applicable). 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 may be disqualified for non-submission of any of the documents.** **TABLE: 1- CHECKLIST OF DOCUMENTS TO BE SUBMITTED (PLEASE TICK IN THE RELEVANT BLOCK BELOW)**

DOCUMENT DESCRIPTION	YES	NO
It is a requirement that all suppliers/ services providers to Competition Commission be registered on the National Treasury Central Supplier Database (CSD). Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: <a href="http://ocpo.treasury.gov.za/Pages/default.aspx">http://ocpo.treasury.gov.za/Pages/default.aspx</a> Bidders are therefore required to submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their bid. No bid will be awarded, and a contract concluded with a bidder who is not registered on the CSD.		
Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. 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 <a href="http://www.sars.gov.za">www.sars.gov.za</a> . Bidders may also submit a printed TCS together with the bid. In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate proof of TCS/ PIN/ CSD number. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided. Bids submitted without any one of the above particulars, will be deemed to be non-responsive.		
Original Certified ID Copies of all shareholders/directors of the company, admitted Attorneys and candidate attorneys;		
CV's of all directors and all other admitted attorney(s) within the firm		
Bidders are required to submit original or certified valid B-BBEE certificates / sworn affidavit or certified copies in order to substantiate their rating claims. If bidders do not submit certificates or are non-compliant contributors to B-BBEE they do not qualify for preference points for B-BBEE but will not be disqualified from the process.		
Proof of current and valid Fidelity Fund Certificate		
Proof of membership to the Legal Practice Council (LPC)		
Proof of admission as an Attorney		

**TABLE: 2**

**CHECKLIST OF DOCUMENTS TO BE COMPLETED / SIGNED / INITIALED**

**(PLEASE TICK IN THE RELEVANT BLOCK BELOW)**

DOCUMENT DESCRIPTION	YES	NO
General Conditions of Contract <i>Bidders must initial each page and sign the last page and return the document as part of their submission. Bids submitted without a completed General Conditions of Contract form will be deemed to be non-responsive.</i>		
SBD 1 (Fully Completed and Signed)		
SBD 2 (Fully Completed and Signed)		
SBD 3.3 (Fully Completed and Signed)		
SBD 4: Fully Completed and signed Declaration of Interest accompanied by clear and certified copies of directors/members identity documents		
SBD 6.1 (Fully Completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017) <b><i>Non-submission will lead to a zero (0) score on BBEE in line with the Prequalification Criteria set out in the tender document</i></b>		
SBD 8 (Fully Completed and signed Declaration of Bidder's past Supply Chain Management practices)		
SBD 9 (Fully Completed and signed Certificate of Independent Bid Determination)		
Authority to Sign Bid Form		



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**DECLARATION**

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I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

**Signature of bidder:**

**Date:**

.....

.....

Are you duly authorised to commit the bidder?

Yes

No

Capacity under which this bid is signed

**TOTAL BID PRICE (INCLUSIVE OF VAT)**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
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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 (STREET ADDRESS)**

**No 55 Meintjies Street, Trevenna Campus (DMR Building)**

**Block 2 B, 1<sup>st</sup> Floor Reception**

**Sunnyside, Pretoria 0002**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	<b>TCS PIN:</b>		<b>OR</b>	<b>CSD No:</b>	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			



THE APPLICABLE IN THE TICK BOX		NAME:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	Competition Commission	CONTACT PERSON	Mfundo Ngobese
CONTACT PERSON	Sylvia Nkosi	TELEPHONE NUMBER	
TELEPHONE NUMBER	012 762 6999	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	tenders@compcom.co.za
E-MAIL ADDRESS	tenders@compcom.co.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES</span> <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>

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

## **1. TERMS OF REFERENCE**

### **OVERVIEW**

The Competition Commission (“Commission”) is established in terms of section 19 of the Competition Act 89 of 1998, as amended (“the Act”) and is responsible for the investigation, control and evaluation of restrictive practices, abuses of dominance position, and mergers. The Commission investigates and evaluates alleged contravention of Chapter 2 of the Act, grant or refuse applications for exemption in terms of Chapter 2 of the Act, authorise, with or without conditions or prohibit mergers in terms of Chapter 3 of the Act and conducts market inquiries. In addition, the Commission implements measure to increase market transparency and to develop public awareness of the provisions of the Act.

## **2. OVERALL OBJECTIVES**

The objective of this bid is to appoint suitably, qualified and competent legal firms with adequate capacity and legal experience.

## **3. SERVICES REQUIRED**

The Competition Commission hereby invites suitably qualified and experienced service providers specialising in Competition Law to tender for the provision of various legal services.

## **4. ELIGIBILITY AND QUALIFYING CRITERIA – MANDATORY**

1. Proof of current and valid legal practice council membership.
2. Proof of current and valid Fidelity Fund Certificate
3. Admitted as an Attorney

## **5. TYPE OF SERVICE**

- To provide legal advice to the Commission on competition law and policies,
- To represent or act on behalf of the Commission at the Competition Tribunal and higher courts,
- To prosecute cases on behalf of the Commission at the Competition Tribunal and the higher courts,
- To litigate cases on behalf of the Commission;
- To negotiate settlement with other parties on behalf of the Commission, and
- To provide any general legal services to the Commission.

## 6. CATEGORY OF FIRMS

The allocation of work will be done on the basis of the categories listed below

<b>Category 3 Firm</b>	Firms with director(s) or admitted attorney(s) with 5 years and more experience in practice.
<b>Category 2 Firm</b>	Firms with director(s) or admitted attorney(s) with 1 to 5 years of experience in practice.
<b>Category 1 Firm</b>	Firms with director(s) or admitted attorney(s) with less than 1 year of experience in practice.

## 7. CLASSIFICATION OF CASES

The below classification of cases will be used as a guideline to determine which category of law firm(s) is/are to be briefed in a case. This classification is based on the level of complexity of each case. The complexity of a case is determined on the facts of that case. Below are some of the guidelines:

- Complex case – this is a case that is complex in nature with complex legal issues. A case is complex in nature if it includes but not limited to prosecuting multiple collusive agreements by multiple respondents in a cartel case, abuse of dominance case, multiple interlocutory applications, challenges in the higher courts and a phase 3 merger case.
- Less complex case- -this include cases that are complex in their nature but not very difficult to resolve. Example of this will include but not limited to a case of price fixing, market division and a phase 2 merger case., and
- Simple case – this include cases that are not complex in nature and also not difficult to resolve including but not limited to the following acts of collusive tendering: cover price and bid allocation and phase 1 merger case.

## 8. CONDITIONS OF A PANEL

- The panel is for a fixed period of 36 months from date of appointment. No additions will be allowed during the contract period.
- Proposals will be invited on a rotation basis as and when services are required by the Commission.

## 9. DURATION

Appointment of a panel of attorneys shall be for a period of **thirty-six (36) months** to assist the Commission with legal related matters.



## 10. TECHNICAL PROPOSAL EVALUATION CRITERIA

### BIDDERS ARE REQUIRED TO RESPOND TO THE APPROPRIATE CATEGORY LEVEL

	REQUIRED EXPERIENCE	TICK APPROPRIATE LEVEL		
<b>LEVEL 3</b>	<b>Firms with director(s) or admitted attorney(s) with 5 and more experience</b>			
	Complex case – this is a case that is complex in nature with complex legal issues. A case is complex in nature if it includes but not limited to prosecuting multiple collusive agreements by multiple respondents in a cartel case, abuse of dominance case, multiple interlocutory applications, challenges in the higher courts and a phase 3 merger case.			
	<b>FUNCTIONALITY EVALUATION CRITERIA</b>	<b>MINIMUM POINTS ALLOCATED</b>	<b>MAXIMUM POINTS ALLOCATED</b>	
	Education (qualifications) of the director who will be undertaking the work	20	30	
	Admitted Attorney			30 Points
	<b>Undergraduate Degree</b>			<b>20 points</b>
	Years of experience of the director who will be undertaking the work	50	70	
	>15 years			70 points
>10-15 years	60 points			
5-10 years	50 points			
< 5 years	0 points			
No submission	0 points			
<b>TOTAL SCORE</b>	<b>70</b>	<b>100</b>		
<b>Minimum required score on Level 3</b>		<b>70</b>		

<b>LEVEL 2</b>	<b>Firms with director(s) or admitted attorney(s) with 1 to 5 years of experience; and</b>			
	Less complex case- - this include cases that are complex in their nature but not very difficult to resolve. Example of this will include but not limited to a case of price fixing, market division and a phase 2 merger case.			
	<b>FUNCTIONALITY EVALUATION CRITERIA</b>			
	<b>FUNCTIONALITY EVALUATION CRITERIA</b>		<b>MIMIMUM POINTS ALLOCATED</b>	<b>MAXIMUM POINTS ALLOCATED</b>
	Education (qualifications) of the director who will be undertaking the work		20	30
	Admitted Attorney	30 points		
	<b>Undergraduate Degree</b>	<b>20 points</b>		
	Years of experience of the director who will be undertaking the work		50	70
	>15 years	70 points		
	>10-15 years	65 points		
5-10 years	60 points			
> 1-5 years	50 points			
No submission	0 points			
<b>TOTAL SCORE</b>		<b>70</b>	<b>100</b>	
<b>Minimum required score on Level 2</b>			<b>70</b>	

<b>LEVEL 1</b>	<b>Firms with director(s) or admitted attorney(s) less than 1 year of experience.</b>		
	Less complex case- - this include cases that are not complex in nature and also not difficult to resolve including but not limited to the following acts of collusive tendering: cover price and bid allocation and phase 1 merger case.		
	<b>FUNCTIONALITY EVALUATION CRITERIA</b>		
	<b>FUNCTIONALITY EVALUATION CRITERIA</b>	<b>MIMIMUM POINTS ALLOCATED</b>	<b>MAXIMUM POINTS ALLOCATED</b>
	Education (qualifications) of the director who will be undertaking the work		
	Admitted Attorney	30 points	
	<b>Undergraduate Degree</b>	<b>20 points</b>	
			20
			30
	Years of experience of the director who will be undertaking the work		
>15 years	70 points		
>10-15 years	65 points		
2-10 years	60 points		
< 1 year	50 points		
No submission	0 points		
<b>TOTAL SCORE</b>		<b>70</b>	<b>100</b>
<b>Minimum required score on Level 1</b>			<b>70</b>



## 11. ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY

Bids that score less than **the required points** of the marks available for functionality will be eliminated from further consideration. Marks will therefore not be awarded for their cost proposals or for preference.

## 12. PRICE AND B-BBEE STATUS LEVEL POINTS

### Price and BBEE status level of contributor

Preference points for this RFT shall be awarded as below:

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

- 12.1 All remaining bids will be evaluated as follows:
- 12.2 The 80/20 preference point system will be applied. Points for price and B-BBEE status level certificate will be awarded in accordance with the stipulations in the Preference Point Claim Form in terms of the Preferential Procurement Regulations, 2017.
- 12.3 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.
- 12.4 The point scored for the B-BBEE status level certificate for each acceptable bid will now be added to the price point.
- 12.5 The Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark or to a lower scoring bid on justifiable grounds.

## 13. ADJUDICATION OF BID

- 13.1 The relevant award structure will consider the recommendations and make the final award. The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

## 14. PREPARATION OF PROPOSAL

- (a) The technical proposal should provide a brief description of the firm's proposed approach to performing the tasks set forth in the Terms of Reference, including a proposed work plan.
- (b) Proposals must remain valid for 90 days from the closing date. The Commission will make its best effort to complete award of the tender within this period.
- (c) If the Proposal validity period is extended, bidders have the right not to maintain their Proposals, unless the Commission requests for an extension.
- (d) The Proposal must conclude with a declaration that the information is true and correct, that the signatory is duly authorized, and that documentary proof will be available if requested.
- (e) The acceptance of any proposal shall only be confirmed with the conclusion of a written service level agreement between the Commission and the successful Service Provider, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship

between the Commission and the successful Service Provider. Until such time that an appropriate service level agreement has been concluded between the Commission and successful Service Provider, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Service Provider to carry out the works or services provided for in this request proposals.

## **15. PROPOSAL EVALUATION**

- a. Bidders shall not contact the Commission on any matter relating to their Proposal from the date of the opening of the proposals to the date the contract is awarded.
  - b. If a firm wishes to bring additional information to the notice of the Commission, it should do so in writing at the address indicated.
  - c. Any effort by the bidder to influence the Commission in the proposal evaluation, proposal comparison or contract award decisions may result in the disqualification of the bidder's proposal.
  - d. The evaluation of technical proposals will be on the basis of their responsiveness to the Technical Specifications, applying the evaluation criteria and point system indicated below.
  - e. Each responsive proposal will be given a technical score. A proposal considered to be unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference.
  - f. The Commission shall notify bidders of the rejection of their technical proposal after completing the selection process.
  - g. Bidders will be evaluated on the following mandatory requirements. Failure to comply with these requirements will lead from being disqualified from further evaluation of Functionality.
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## **16. LEGISLATIVE FRAMEWORK OF THE BID**

### **16.1 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).

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### **16.2 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).

## 17. CLARIFICATION OF THIS RFP:

- Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail) [tenders@compcom.co.za](mailto:tenders@compcom.co.za) from SCM Department by not later than **Tuesday 01 October 2019**. A reply will be forwarded within **two (2)** working days. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all Bidders by e-mail only. The bid number should be mentioned in all correspondence.
- The bid document can be obtained from our website at [www.compcom.co.za](http://www.compcom.co.za)
- The closing date for submissions is **11 October 2019 at 11:00am**;
- No Briefing session will be held for this tender.
- Bids should be submitted in a sealed envelope, clearly marked with:
  - Bid number
  - Closing date and time
  - The name and address of the Bidder.
- Bidder must submit an Original Tender Document with two (2) copies to the Commission in the manner prescribed in this tender document **NB**:
- **Bidders should ensure that bids are delivered and deposited in the tender box at the Commission before or on the closing date and time to the correct physical address. If the bid is late, it will not be accepted for consideration.**
- Submissions must be deposited in the tender box situated as follows:
  - **Trevenna Campus**
  - **Block 2B, 1st Floor**
  - **55 Meintjies Street**
  - **Sunnyside, Pretoria**
  - **0002**
- The Tender document must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the Tenderer's representative;
- Only email enquiries will be attended to;
- All quoted prices must be in RSA currency and inclusive of VAT.
- All prices and details must be legible / readable to ensure the quote will be considered for adjudication.
- The General Conditions of Contract must be accepted and be initialled per page. The GCC can be downloaded from the Treasury Website. Please refer to the link below:
  - <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf>
- All SBD Forms must be fully completed and signed;
- Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
- In the event of a mistake having been made on the pricing, it shall be crossed out with ink and accompanied by signature.
- All prices quoted must be inclusive of VAT, be fixed, firm and include delivery charges and goods must be delivered to the address indicated above.

- This tender will be evaluated using functionality and the 80/20 preference point system as stipulated in the Preferential Procurement Policy Framework Act (Act Number 5 of 2000), as amended. 80% will be awarded for Price and 20% will be awarded for BBBEE status contributor level.
- A tender will be disqualified should any attempt be made by the tenderer either directly or indirectly to canvass the Competition Commission, or any of its officers or employees in respect of a tender between the date of the tender and the date of the award.
- The Competition Commission's reserves the right to reject any and all tenders, and /or negotiate portions thereof.
- The lowest or any tender will not necessarily be accepted, nor will any reason be given or assigned for the rejection of the tender.
- Tenders submitted electronically will **NOT** be considered.
- Each tender document supplied is for the Tenderer only and may not be copied and submitted by another service provider. The Bidder shall furnish any additional information that the Commission may reasonably require.
- The Commission will not be liable for any costs incurred in the preparation of tenders.
- The Commission **may** ask bidders to send a representative for a Presentation prior to the approval of a tender.
- The Commission will not be liable for the costs incurred by the bidder in connection with such interview.
- The Commission reserves the right to visit the premises of the tenderer if deemed necessary.
- Any false declaration of information will result in the exclusion of the tender from consideration.
- The Bidder shall furnish any additional information that the Commission may reasonably require.
- The Commission reserves the right to visit the premises of the tenderer if deemed necessary.
- Any false declaration of information will result in the exclusion of the tender from consideration.
- Prospective Service Provider will undergo a quarterly assessment of their competencies. Service levels provided that will be monitored and reported on.
- The objective of performance monitoring of service providers is to obtain a measure of the service provider's performance under the contract. Performance assessments during the course of a contract assist the Commission and the service provider to reach a common understanding of the requirements of both parties about the work.
- A Performance Assessment Form will be completed at the end of each quarter and on completion or termination of the contract. The quarterly assessment will be completed within 15 working days after the end of each quarter and a copy of the assessment to the service provider at the end of each quarterly assessment period.
- Assessment of overall performance will reflect the service provider's performance against the criteria stated in the contract document.

## 18. LATE BIDS

- Bids received late shall not be considered or accepted. A bid will be considered late if it arrived even one second after 11:00 or any time thereafter. The tender (bid) box shall be closed at exactly 11:00 and **bids arriving late will not be considered under any circumstances**. Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- The official Telkom time, which can be observed by dialling 1026 from any phone, will be used to verify the exact closing time.
- Bids sent to the Competition Commission via normal post or any other mechanism shall be deemed to be received at the date and time of arrival at the Competition Commission premises (tender/bid box or reception). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

## 19. ENQUIRIES

For Procurement and Tender related enquiries, prospective bidders may send written correspondence to [tenders@compcom.co.za](mailto:tenders@compcom.co.za).

**PRICING SCHEDULE**

NAME OF BIDDER: ..... CLOSING DATE:  
 .....TIME 11:00

THIS BID IS VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

DESCRIPTION: **PANEL OF ATTORNEYS FOR A PERIOD OF 36 MONTHS.** BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

NO	RESOURCE	RATE (VAT INCLUDED)
1	Senior Director	
2	Junior Director	
3	Senior Associate	
4	Associate	

Any enquiries regarding bidding procedures may be directed to the –

tenders@compcom.co.za

\*only written enquiries will be attended to\*

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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

2.4 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_

2.5 Company Registration Number: \_\_\_\_\_

2.6 Tax Reference Number: \_\_\_\_\_

2.7 VAT Registration Number: \_\_\_\_\_

2.7.1 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.

<sup>1</sup>“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.

<sup>2</sup>“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:

2.7.1 Name of person / director / trustee / shareholder/ member: \_\_\_\_\_

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

\_\_\_\_\_

Position occupied in the state institution: \_\_\_\_\_

Any other particulars: \_\_\_\_\_

2.7.1 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.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME 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

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

### 1. GENERAL CONDITIONS

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

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

- 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*).

1.2 Points for this bid shall be awarded for:

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

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

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

1.4 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.

1.5 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:

**80/20**                      **or**                      **90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = 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:

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
<b>Black people</b>		
<b>Black people who are youth</b>		
<b>Black people who are women</b>		
<b>Black people with disabilities</b>		
<b>Black people living in rural or underdeveloped areas or townships</b>		
<b>Cooperative owned by black people</b>		
<b>Black people who are military veterans</b>		
<b>OR</b>		
<b>Any EME</b>		
<b>Any QSE</b>		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: \_\_\_\_\_

8.2 VAT registration number: \_\_\_\_\_

8.3 Company registration number: \_\_\_\_\_

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.6 COMPANY CLASSIFICATION

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(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 <i>audi alteram partem</i> rule was applied).</b> 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>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.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**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 organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Date**

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

<b>Notes</b>	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.
<b>General Conditions of Contract Definitions</b>	<p>The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission)</p>

	<p>designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>Application</b>	<p>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.</p>
<b>General</b>	<p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>.</p>
<b>Standards</b>	<p>The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>Use of contract documents</b>	<p>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</p>

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

	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.
<b>Packing</b>	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
<b>Delivery and Documents</b>	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.
<b>Insurance</b>	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.
<b>Transportation</b>	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>Incidental services</b>	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.
<b>Spare parts</b>	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
<b>Warranty</b>	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

	<p>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.</p>
<b>Payment</b>	<p>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.</p>
<b>Prices</b>	<p>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.</p>
<b>Contract amendments</b>	<p>No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>Assignment</b>	<p>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.</p>
<b>Subcontracts</b>	<p>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.</p>
<b>Delays in the supplier's performance</b>	<p>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</p>

	<p>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</p>
<p><b>Penalties</b></p>	<p>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.</p>
<p><b>Termination for default</b></p>	<p>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</p>

	<p>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.</p>
<p><b>Anti-dumping and countervailing duties and rights</b></p>	<p>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.</p>
<p><b>Force Majeure</b></p>	<p>Notwithstanding the provisions of GCC Clauses, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<p><b>Termination for insolvency</b></p>	<p>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.</p>
<p><b>Settlement of Disputes</b></p>	<p>If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.</p>
<p><b>Limitation of liability</b></p>	<p>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</p>



	exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>Governing language</b>	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.
<b>Applicable law</b>	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>Notices</b>	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.
<b>Taxes and duties</b>	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.
<b>National Industrial Participation Programme</b>	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>Prohibition of Restrictive practices</b>	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.