



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

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

Reference : **DIRCO 04/2016/17**
Enquiries : Ms JFW Grimsell; Mr S Molekoa
Telephone : 012 351 1359/0362
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 04/2016/17**
2. **REQUEST FOR PROPOSALS: APPOINTMENT OF A SERVICE PROVIDER FOR THE SOURCING, SUPPLY AND INSTALLATION OF OFFICE AND RESIDENTIAL FURNITURE AND EQUIPMENT AT THE SOUTH AFRICAN DIPLOMATIC MISSION IN LILONGWE, MALAWI.**
3. Required at Department of International Relations and Cooperation.
4. **A compulsory briefing session will be held on the 22nd February 2017 at 10:00am at OR Tambo Building 460 Soutpansberg Road.**
5. **Closing date: 09 March 2017 11 O'clock**
6. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1, SBD6.2, SBD8, SBD9, CSD report and General Conditions of Contract, Annexure C, Annexure D and Annexure E.
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:
 - Name and address of bidder
 - DIRCO Number
 - Closing date

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

OR

If posted, place the aforementioned envelope in a covering envelope addressed as follows:
Department of International Relations and Cooperation 460 Soutpansberg Road Rietondale 0084.

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

Yours faithfully

DIRECTOR-GENERAL

DATE: 15/02/2017

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



**DIRCO 04- 2016/17:
Request for Proposals: Appointment of a Service
Provider for the Sourcing, Supply and Installation of
office and residential furniture and equipment at the
South African diplomatic mission in Lilongwe,
Malawi**

TERMS OF REFERENCE

**Issued by the Government of the Republic of South Africa
through its Department of International Relations and
Cooperation**

DISCLAIMER

While all reasonable care has been taken in preparing this Request For Proposals (hereinafter referred to as "the RFP"), the information contained therein does not purport to be comprehensive or exhaustive and the Department of International Relations and Cooperation (hereinafter referred to as "the Department" or "DIRCO") will not, under any circumstances, be held liable nor responsible for any claims based on the adequacy, accuracy, completeness or otherwise of the information contained herein.

Save where expressly stipulated otherwise, no representation or warranty (either express or implied) is or will be given by the Department in respect of the information contained herein.

The Department reserves the right to amend, modify or withdraw this RFP or terminate any of the procedures or requirements during the procurement of this Project, at any time, without prior notice and will, under no circumstances, be held liable to compensate or reimburse any person/s and/or legal entities and/or their duly authorised representatives thereof in relation to the compilation or otherwise of the Proposals received in response to this RFP from prospective bidders.

The terms and conditions set out in this RFP are stipulated for the express benefit of the Department, and save as expressly stated to the contrary, may be waived at the Department's discretion at any time. The Department reserves the right to adopt any proposal made by any person responding hereto at any time and to include such proposal in any procurement documentation, which may or may not be made available to all other persons responding hereto at any stage of the procurement process, without compensation. This includes documents classified as confidential information, unless the Bidder/s expressly inform the Department otherwise.

No Bidder/s shall have any claim against the Department arising out of any matter relating to the Project of any nature whatsoever where such claim is based on any act or omission by the Department of any nature whatsoever under any circumstances whatsoever or such claim is based on the content of or any omission from this RFP of any nature whatsoever.

The Department reserves the right to award partial bids to more than one Bidder for different phases of the project and will not be held liable in this respect for the non-acceptance of the remainder of the Project.

1. INTRODUCTION

The mandate of the Department of International Relations and Cooperation (DIRCO) is to formulate, promote and execute South Africa's foreign policy objectives. In the execution of this mandate, South Africa maintains diplomatic relations with countries and organisations through 124 missions in 108 countries abroad.

The sourcing, procurement and management of infrastructure to provide suitable, secure and representative office and residential accommodation in countries abroad forms an important support service rendered by the DIRCO Head Office to all its missions abroad.

DIRCO recently completed the construction of a new Chancery (office building) and three (3) staff houses in Lilongwe, Malawi and is desirous of appointing a service provider/s to provide, deliver and install suitable furniture and equipment in these facilities.

2. PURPOSE OF THE REQUEST FOR PROPOSALS (RFP)

This document is designed to enable DIRCO to identify and select the most appropriate Service Provider to provide the scope of works detailed below in a cost effective and efficient manner.

DIRCO herewith invites interested parties that meet the requirements listed in this document, to submit proposals regarding their service offering. All information should be submitted in the format as stipulated in this Terms of Reference (TOR).

3. SCOPE OF THE PROJECT

3.1 Service providers will be required to –

- a) Source and supply the furniture listed in **Annexures A and B** hereto;
- b) Deliver and install all items in the mission in Lilongwe;
- c) Replace all items damaged in transit;
- d) Co-ordinate and schedule the project from inception to completion;
- e) Perform quality assurance and control until final inspection and acceptance;
- f) Provide a detailed inventory of all items installed for each office / area.

3.2 Furniture offered must comply with the specifications and quantities listed in Annexures A and B.

3.3 The style of the furniture must be contemporary / modern, modular, functional, ergonomically designed and suitable for an 8 hour work day, easy to use, functional and aesthetically pleasing.

- 3.4 Furniture must comply with the approved SABS Standards for office furniture, technical specifications number SATS 1286:2011 and proof of such compliance must be submitted.
- 3.5 All furniture must have a lifespan of 8 -12 years, taking into account fair wear and tear.
- 3.6 Furniture must be durable, easy to clean and maintain and be suitable to local weather conditions in Malawi.
- 3.7 The Department reserves the right to negotiate and select the final furniture pieces.
- 3.8 Floor plans of the new facilities will be made available to the appointed service provider in order to facilitate the finalisation of the lay-out and placement of the furniture. Such floor plans remain the property of the Department and must be returned upon completion of the project.
- 3.9 The appointed service provider will be required to do a floor by floor lay-out of all furniture on CAD (Computer Aided Drawing) to ensure that all furniture fit the allocated spaces prior to furniture being transported to its destination.
- 3.10 Household furniture colour schemes should reflect earthy tones with due regard to maintenance, high traffic and successive families occupying the houses. In choosing the colour schemes for the houses, furniture of an equal style and quality should be used with differentiation in the colour scheme.

4. EVALUATION METHODOLOGY

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

All bids received will be evaluated as follows:

- 4.1. **First stage: Evaluation in terms of the stipulated minimum threshold for local production and content.** Bids will be evaluated in terms of minimum thresholds for local content stipulated in the bid document. The declaration made by the bidder in the Declaration Certificate for Local Content (SBD 6.2) and Annex C (Local Content Declaration: Summary Schedule will be used for this purpose.

All responses that will not meet the required minimum threshold for local content as stipulated in the specifications will be disqualified and not evaluated further. Only bids that achieved the minimum threshold for local content and production will

be evaluated further in terms of functionality and preference point system prescribed in the Preferential Procurement Regulations, 2011.

Failure to comply with the requirements assessed in Phase 1 (compliance), may lead to disqualification of bids.

4.2 Phase 1: Responsiveness Criteria

The minimum requirements to be met by bidders in order to proceed to the next stage of the evaluation process are:

- 4.2.1 A copy of the registration on the Central Supply Database of the National Treasury.
- 4.2.2 Completion and submission of the relevant Standard Bid Documentation (SBD) forms.
- 4.2.3 Submission of a confidentiality statement signed by the representative of the company.
- 4.2.4 If the Bidder is a company, a certified copy of the resolution of the Board of Directors (signed by the Chairperson of the Board) authorising the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the company, must be submitted with this bid proposal **OR**

In the event that the Bid is submitted by a consortium or joint venture, such Bid must be signed by the Lead Member. Proof of authorisation of the Lead Member to act on behalf of the consortium must be included in the Bid. A copy of the agreement entered into by the consortium partners or joint venture partners for purposes of this Bid, which clearly indicates the relationship between the parties and the selection of the Lead Member, must be provided.

- 4.2.5 Attendance of a compulsory bidders briefing session.

4.3 Phase 2: Functionality Criteria

- 4.3.1 Bidders that score less than 65% in respect of functionality will be regarded as having submitted a non-responsive bid and will be disqualified.
- 4.2.2 The following criteria will be used to score the proposals received:

No	Criteria	Response Required	Maximum points allocated				
1	<p>Track record, Credentials and Ability to provide the services</p>	<p>The bidder/s must demonstrate its experience and expertise in executing this mandate by providing –</p> <ul style="list-style-type: none"> a) Company profile b) Description of successfully completed projects of a similar nature to this RFP c) References from clients – references contain the owner/clients name, contact person, contact details, nature of the project, year completed, value of the project d) Details of its project management experience and project team that will undertake the project <table border="1" data-bbox="580 887 1278 1227"> <tr> <td>Scoring matrix:</td> </tr> <tr> <td>3 – experience of 3 similar projects, 3 references and description of project management experience, ability to do CAD drawings</td> </tr> <tr> <td>4 – experience of 5 similar projects, 5 references, project management experience and team structure, ability to do CAD drawings</td> </tr> <tr> <td>5 – experience in excess of 5 similar projects, more than 5 contactable references, detailed project experience as well as detailed project team that will execute the project, ability to do CAD drawings</td> </tr> </table>	Scoring matrix:	3 – experience of 3 similar projects, 3 references and description of project management experience, ability to do CAD drawings	4 – experience of 5 similar projects, 5 references, project management experience and team structure, ability to do CAD drawings	5 – experience in excess of 5 similar projects, more than 5 contactable references, detailed project experience as well as detailed project team that will execute the project, ability to do CAD drawings	25
Scoring matrix:							
3 – experience of 3 similar projects, 3 references and description of project management experience, ability to do CAD drawings							
4 – experience of 5 similar projects, 5 references, project management experience and team structure, ability to do CAD drawings							
5 – experience in excess of 5 similar projects, more than 5 contactable references, detailed project experience as well as detailed project team that will execute the project, ability to do CAD drawings							
2	<p>Technical proposal</p>	<p>The bidder must submit a detailed technical proposal that includes the following:</p> <ul style="list-style-type: none"> a) Mood board for both office and houses to provide an overview of the type of furniture and colour scheme proposed; b) Presentation boards with photographs / pictures of the actual furniture per office / area as well as material samples of the material offered c) Detailed list of furniture pieces offered per area with unit costing, in compliance with the specifications d) Proof of compliance with SABS standards e) Product guarantees and lifespan of the Furniture 	25				

Lilongwe Furniture RFP

No	Criteria	Response Required	Maximum points allocated
		<p>Scoring matrix:</p> <p>3 – mood board, presentation of individual furniture pieces, all to specification</p> <p>4 – mood board, presentation of individual furniture pieces with samples, all furniture to specification, proof of compliance with standards and product guarantees</p> <p>5 - mood board, presentation of individual furniture pieces with samples, all furniture to specification, proof of compliance with standards and extensive product guarantees</p>	
3	Project implementation plan	<p>The bidder must provide a detailed project plan for the execution of the project, that includes the following project phases:</p> <ul style="list-style-type: none"> a) Sourcing and supply; b) Delivery to mission; c) Installation and quality control; d) Handover and project completion <p>Scoring matrix:</p> <p>3 – Basic project plan indicating a) to d) above</p> <p>4 – Detailed and realistic project plan indicating a) to d) above</p> <p>5 – Detailed and realistic project plan indicating a) to d) as well as resource plan and project team responsible for project phases)</p>	25
4	Site visit	<p>Bidders must be able to show the furniture offered, allow for an inspection of the quality of all items offered and demonstrate its ability to source and supply the furniture within the timeframe committed to in its project plan</p> <p>Scoring matrix:</p> <p>3 – Ability to see and test furniture, confirmation of quality</p> <p>4 – Ability to see and test furniture, confirmation of quality and the ability to deliver</p> <p>5 - Ability to see and test furniture, confirmation of quality and the ability to deliver, interaction with project team that will execute project</p>	25

4.4 Price and Preference

4.4.1 Bids will be evaluated on a basis of price and BEE. The applicable formula 90/10 will be utilised, where 90 points are allocated for price and 10 points for targeted goals as set out in SBD 6.1, which must be completed in full by the bidder.

POINTS AWARDED FOR PRICE

Where

Ps = Points scored for comparative bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.4.2 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2001, issued in terms of the Preferential Procurement Policy Framework Act 5 of 2000, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

BBBEE Status level of Contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Bidders who qualify as EME’s in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EME’s with B-BBEE Status Level Certificates.

4.4.3 Bidders other than EME’s must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

5 BID AWARD

- 5.1 The Department reserves the right not to award the bid to the lowest bidder but to the Bidder/s representing the best value for money. Value for Money will be determined by reference to the quality, viability, reliability, durability of the service and the bidder/s technical capacity and ability to execute the bid.

6 INSTRUCTIONS TO BIDDERS

- 6.1 Bidders must submit three (3) hard copies of the bid.
- 6.1.1. 6.1.1 The three (3) hard copies of the bid.
 - 6.1.2. The SBD 6.2
 - 6.1.3. Annexure C - Local Content Declaration – Summary Schedule
 - 6.1.4. Annexure D - Imported Content Declaration – Supporting Schedule to Annex C
 - 6.1.5. Annexure E - Local Content Declaration – Supporting Schedule to Annex C
- 6.2 The bid must be signed by a person or persons duly authorised to bind the Bidder/s.
- 6.3 The bid must be accompanied by a covering letter appropriately signed by a duly authorised person.
- 6.4 All requests for clarification as well as DIRCO responses thereto, will be made available in writing to all parties without identifying the source of the enquiry.
- 6.5 Bidders must address all information specified in this TOR. All questions and areas must be addressed completely and fully. Failure to do so may result in the bid being seen as a non-compliant bid and may be rejected. DIRCO reserves the right to verify any information contained in any bid, and to request additional information after the TOR response has been received.
- 6.6 Responses should be provided in the same sequence as the TOR. In order to assist the Department in the evaluation process, please submit responses as follows:

6.6.1 Executive Summary

The summary should contain a brief statement on the strengths and experience of the Bidder/s in providing the services required in paragraph 3.1 and its partnering arrangements to fulfil the brief, if applicable. Furthermore, a brief description of the proposed solution, clearly identifying key benefits, risks and costing must be included.

6.6.2 Response to bidder/s profile, Track record, Credentials and Ability to provide the services

This section should include detailed responses to the requirements in section 4.2.2 point 1 of this document.

6.6.2 Response to technical proposal

Bidders must submit one complete proposal, including all items as per annexures A and B.

This section should include responses to the requirements in section 4.2.2 point 2 of this document.

6.6.3 Response to Project Implementation Plan

This section should include responses to the requirements in section 4.2.2 point 3 of this document.

6.6.4 Site visit

The Department intends undertaking a site visit to the company premises and will be scoring the bidder on the items listed in section 4.2.2 point 4 of this document.

6.5 Marketing brochures may not be included as part of the main body of the bid response and will not be considered as bid responses. Such material may be submitted only as attachments and cannot be used as substitute for written responses. In case of conflict between the content in the attachment and a bidder's answer in the body of the proposal, the latter will prevail.

6.6 Bidders Profile

The bidder/s must submit the following information:

6.6.1 Entity name and address. The bidder must also indicate the type of entity it is, i.e. corporation, partnership, joint venture.

- 6.6.2 The name, address and contact details of the person who receives correspondence and is duly authorised to make decisions on behalf of the bidder. Please also state his/her capacity within the company.
- 6.6.3 A brief statement on the history of the entities, number of years in business and experience in property transactions of the nature as stipulated in this TOR.
- 6.7 References
- 6.7.1 The bidder must provide details of similar projects undertaken in the past 5 years and provide contactable references.
- 6.7.2 DIRCO reserves the right to contact these references as part of the evaluation process.
- 6.8.3 The bidder must quote a fixed fee, which should include all project elements and phases.

7 GENERAL CONDITIONS

- 7.1 Bids in respect of Furniture Products must contain a specific bidding condition that only locally produced or locally manufactured Furniture Products with the stipulated minimum threshold for local production and content will be considered.

The stipulated minimum threshold percentage for local production and content for the various furniture items ranges between 65% and 100%, 85% is just an average. The local content expressed as a percentage of the bid price shall be calculated in accordance with the following formula:

$$LC = (1 - x/y) * 100$$

Where

X is the imported content in Rand

Y is the bid price in Rand excluding Value Added Tax (VAT)

Please note well that prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12h00 on the date of advertisement of the bid.

*If the raw material or input to be used for a specific item is not available locally, the bidders should obtain written authorization / exemption letter from **the dti***

should there be a need to import such raw material or input and a copy of the authorization letter must be submitted together with the bid document at the closing date and time of the bid.

For further information bidders may contact the Industrial Procurement Unit within the dti: Mr Raphael Kitiaka (012) 394 3500, email:

MRkitiaka@thedti.gov.za, Ms Rendani Raluthaga, 012 3941412. Email:

RRaluthaga@thedti.gov.za, Ms. Miyelani Masinga. 012 394 1664. Email:

Mmasinga@thedti.gov.za and MSeleka@thedti.gov.za, 0123941213.

7.2 The attached Declaration Certificate for Local Production and Content SBD 6.2 together with Annex C, D and E for Local Content Declaration must be duly completed and signed. Local Content Declaration forms SBD 6.2 (DSD 6.2), Annex C (Local Content Summary Schedule), D and E must be submitted with the bid document on or before the closing date and time of the bid.

- 7.3 The preferred bidder will be required to undergo a security screening and be required to sign Confidentiality Agreements with DIRCO. DIRCO reserves the right to require the replacement of any person assigned to this project should they not receive a successful security clearance.
- 7.4 DIRCO will enter into a service level agreement with the successful bidder/s, detailing the project deliverables, standards, project delivery dates and providing remedies for under/poor performance and non-compliance with the terms and conditions of the agreement. The terms and conditions contained in this RFP will form an integral part of the service level agreement.
- 7.5 The Department reserves the right to appoint more than one service provider. The Department also reserves the right not to appoint any service provider.
- 7.6 The bid evaluation will only be done on the basis of information that was requested and provided. The Department reserves the right to request bidders meeting the responsiveness criteria to do a presentation as part of the evaluation process.

- 7.7 The bid evaluation process does not oblige DIRCO to award or appoint any bidder/s based upon receipt of the Proposal/s. DIRCO shall have no obligation to furnish any formal acceptance or non-acceptance of any information presented.
- 7.8 All information and data submitted by a Bidder/s shall become the sole property of the Department, with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by the Bidders.
- 7.9 DIRCO reserves the right and full discretion to –
 - 7.9.1 Withdraw from the process and provisions as contained in this RFP at any time;
 - 7.9.2 Cancel this RFP at any time and all subsequent proposals may be rejected in whole or in part;
 - 7.9.3 Change the dates of submission and adjudication.
- 7.10 The Department's decision will be final and no correspondence will be entered into from the closing dates of the bid until after the selection process has been completed.
- 7.11 A bid proposal will only be deemed accepted once written notice is given by DIRCO to the successful bidder and a formal agreement has been entered into between the parties.
- 7.12 Receipt of this proposal neither commits DIRCO to award the bid to any entity, even if all requirements stated in this TOR has been met, nor does it limit DIRCO's right to negotiate in its best interest.
- 7.13 It will be accepted that the bidders, on submitting a bid response, has read, understood and accepted all the terms and conditions of this TOR. It shall therefore be presumed by DIRCO that the submission of the bid proposal by any bidder/s confirms its complete acceptance of the terms and conditions of this document.
- 7.14 DIRCO reserves the right to invite bidders to present or otherwise demonstrate their proposed solution to clarify aspects that are required as part of the evaluation process, at the bidder/s own cost.
- 7.15 The bidder/s shall bear all costs associated with the preparation and submission of the proposal. DIRCO will not be liable for any costs, losses or expenses incurred regardless of the outcome of the proposal.

- 7.16 If the Bidder is a company, a certified copy of the resolution of the Board of Directors (signed by the Chairperson of the Board) authorising the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the company, must be submitted with this bid proposal **OR**

In the event that the Bid is submitted by a consortium or joint venture, such Bid must be signed by the Lead Member. Proof of authorisation of the Lead Member to act on behalf of the consortium must be included in the Bid. A copy of the agreement entered into by the consortium partners or joint venture partners for purposes of this Bid, which clearly indicates the relationship between the parties and the selection of the Lead Member, must be provided.

- 7.17 If a bidder/s or any person employed by it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO or any other person involved in the evaluation of this bid, any commission, gratuity, gift or other consideration, DIRCO shall have the right summarily and without recourse to law and without prejudice to any other legal remedy it may have in regard to any loss or additional cost or expenses, to immediately disqualify the bidder. The bidder/s will be responsible for any and all loss that DIRCO suffers as a result thereof.
- 7.18 All information and pricing will be treated strictly confidential and be used for evaluation purposes only.
- 7.19 Please supply a covering letter on your own letterhead signed by the duly authorised representative of the entity an acknowledgement containing the following:

“The bidder warrants that any and all information disclosed in the bid response is true and correct and will be binding; the bidder agrees to provide any documentary proof of such information that may be requested by DIRCO at any stage during the bid process.”

- 7.20 Throughout this bid process and thereafter, bidders must obtain from DIRCO written approval prior to the release of any information that pertains to the work or activities covered by this bid or the subsequent process. Failure to adhere to this requirement will result in immediate disqualification from the bid process and DIRCO reserves the right to institute legal proceedings against the bidder.

8 BID VALIDITY PERIOD

8.4 The bid must be valid for 120 days from date of submission.

9 CONTACT PERSONS AND SUBMISSIONS

9.4 All enquiries may be directed to Supply Chain Management:
Tel: +27 12 351 1359/0362
Fax: +27 12 329 1267
Email address: grimselljfw@dirco.gov.za; molekoas@dirco.gov.za

9.5 Submission of proposals:

9.5.1 Bidders should submit their bonded proposals in a sealed envelope with the details of the specific bid on the outside of the envelope to:

Per hand:

Department of International Relations and Cooperation
Bid Box, OR Tambo Building
460 Soutpansberg Road
Rietondale
Pretoria
0084

Per post:

Department of International Relations and Cooperation
Private Bag x 152
Pretoria
0001

9.5.2 E-mailed or faxed submissions will not be accepted.

9.6 Bids must be received on or before 11:00 am on 09 March 2017

9.4 A compulsory bidders briefing session will take place on 22 February 2017 at the DIRCO offices, OR Tambo Building, Welcome Centre, 460 Soutpansberg Road, Rietondale at 10:00 am.

9.5 Any bid received after the due date will not be considered.

LILONGWE, MALAWI:

SUMMARY OF FURNITURE REQUIRED: STAFF RESIDENCES

NB: PLEASE NOTE THAT THE QUANTITIES BELOW ARE AS REQUIRED FOR ONE (1) HOUSE

PUBLIC SPACES			
NO	ITEM	SPECIFICATION	QUANTITY
1	Mirror	Wall mounted 700mm x 1400mm, mirror with 90mm bevelled frame in gold, bronze or silver finish	1
2	Two-seater sofa	Two-seater formal couch with fabric upholstery, arms rests and skirt	2
3	Two-seater casual couch	Two-seater casual couch with fabric upholstery	2
4	Easy chair	Easy chair with fabric upholstery, armrests and skirt to complement the formal sofa	2
5	Easy chair	Easy chair with fabric upholstery to complement the casual lounge couch	2
6	Coffee table	Wood finish rectangular coffee table 1 220mm (w) x 800mm (d) x 460mm (h)	2
7	Wall Unit	Wood finish Wall unit with 50 inch TV section, 2 doors and open shelves 1200mm (w) x 310/600mm(d) x 2140mm (h)	1
8	Side table	Wood finish Side table 660mm (w) x 560mm (d) x 620mm (h)	4
9	Dining room table	Wood finish rectangular dining room table seating 8 persons 2 600mm (w) x 900mm (d) x 730mm (h)	1
10	Dining room chairs	Dining room chair with fabric upholstered seat and high backrest	8
11	Sideboard	Wood finish Sideboard with 5 drawers and 2 doors and 4 shelves 2 000mm (w) x 480mm (d) x 810mm (h)	1
12	Vitrine cabinet	Wood finish Vitrine cabinet with 2 wooden doors, 2 glass panel doors and 2 drawers 1300mm (w) x 480mm (d) x 2160mm (h)	1

PRIVATE SPACES			QUANTITY
NO	ITEM	SPECIFICATION	
1	Queen size bed base and mattress	Queen size, inner core spring mattress and base	1
2	Double bed base and mattress	Double size, inner core spring mattress and base	2
3	Headboard queen size bed	Wood finish, queen bed size headboard without upholstery	1
4	Headboard double bed	Wood finish, double bed size headboard without upholstery	2
5	Single bed and mattress	Single size, inner core spring mattress and base	2
6	Headboard single bed	Wood finish, single bed size headboard without upholstery	2
7	Bedside tables	Wood finish, bedside table with drawer 550mm (w) x 400mm (d) x 560mm (h)	6
8	Chest of drawers	Wood finish, chest of drawers 1280mm (w) x 50mm (d) x 960mm (h)	1
9	Dressing table	Wood finish, Dressing table with mirror, 2 drawers 1 310mm (w) x 700mm (d) x 730mm (h)	1
10	Easy chair	Easy chair with earth coloured fabric upholstery	2
11	Mirror	Wall mounted mirror in 90mm wooden frame 1 200mm x 600mm	3
12	Children's desk	Children's desk, melamine 1 200mm x 600mm x 740mm (h)	2
13	Dressing table stool	Wood finish dressing table-stool with fabric upholstery	1
14	Children's desk chair	Children's study desk swivel chair with coloured fabric upholstery	2
15	Desk with drawers	Wood finish desk with drawers 1 520mm (w) x 910mm (d) x 760mm (h)	1
16	Desk chair	High back office chair with: 5 star nylon spider base, castors, gas height adjustment, full synchrony mechanism, tension adjustment, tilt locks in 5 positions, height adjustable arms, moulded foam seat, upholstered seat and backrest - fabric	1
17	Book case	Wood Finish Book case 970mm (w) x 350mm (d) x 1 980mm (h)	1
KITCHEN			
NO	ITEM	SPECIFICATION	QUANTITY
1	Microwave oven	25 litres solo microwave oven 1200W	1
2	Tumble dryer	Front loading tumble dryer 5kg	1
3	Vacuum cleaner	Wet and dry vacuum cleaner 1300W	1
OUTDOOR FURNITURE			
NO	ITEM	SPECIFICATION	QUANTITY
1	Garden table	Plastic table 2 000mm (w) x 1 000 (d) x 760mm (h)	1
2	Garden chairs	Single frame woven plastic (rattan design) chairs with cushions	6
3	Garden umbrella	Hanging aluminium frame hexagonal umbrella with 3.2 meter diameter canvas cover	1
4	Umbrella weights	Concrete umbrella stand weight	1

RUGS			
NO	ITEM	SPECIFICATION	QUANTITY
1	Loose rugs	Machine woven, machine washable, earth colours wool and knot loose rug 3000x2000mm	3
2	Loose rugs	Machine woven, machine washable, earth colours wool and knot loose rug 1700x2400mm	4
STAFF QUARTERS			
NO	ITEM	SPECIFICATION	QUANTITY
1	Dining room table	Wooden rectangular dining room table seating 6 persons	1
2	Dining room chairs	Wooden dining room chairs with fabric upholstery seat and high back	6
3	Stove	4 plate stove with oven combo (gas or electric)	1
4	Fridge/freezer	Fridge/freezer 400 litre	1
5	Garden couch	2 Seater rattan type plastic couch with cushions	1
6	Double bed base and mattress	Double size, inner core spring mattress and base	1
7	Double bed headboard	Double bed wooden headboard without upholstery	1
8	Single bed with base and mattress	Single bed with base and mattress	2
9	Single bed headboard	Single bed wooden headboard without upholstery	2
10	Bedside tables	Wooden bedside tables with drawer 550mm (w) x 400mm (d) x 560mm (h)	3
11	Mirror	Wooden framed Mirror 600x1200mm	1

[Document title]

RESIDENTS' GUARD HOUSE			
NO	ITEM	SPECIFICATION	QUANTITY
1	Chairs	Epoxy coated sleigh base frame chair with armrests and vinyl upholstery	1
2	Steel filing cabinet	Lockable 4 drawer steel filing cabinet 1350mm (h) x 470mm (w) x 600mm (d) with wood laminate drawer doors	1
3	Waste bin	Plastic waste paper bin	1

LILONGWE, MALAWI:

SUMMARY OF FURNITURE REQUIRED: CHANCERY

EXECUTIVE OFFICE FURNITURE			
NO	ITEM	SPECIFICATION	QUANTITY
1	Desk	Executive desk mahogany veneer 2 400mm (w) x 1100mm (d) x 730mm (h)	1
2	Drawer unit	Mobile 3-drawer unit mahogany veneer to fit underneath desk	1
3	Computer table	Computer table mahogany veneer with access hole for power cords 1 380 (w) mm x 510mm (d) x 680mm (h)	1
4	Desk Chair	Executive swivel chair with castors, gas height adjusted, full synchronisation adjustment, tilt locks in 5 positions, height adjustable arms, leather upholstery	1
5	Visitors' chairs	Leather upholstered seat and backrest, with arm rests	2
6	Credenza	Mahogany veneer with lockable sliding door and pencil drawer	1
7	Wall Unit	Mahogany veneer with 2 lockable glass panel doors on top and 2 lockable wooden doors at the bottom	1
8	Filing cabinet	Mahogany veneer, lockable filing cabinet with 4 drawers	1
9	Safe	Medium size, minimum weight of 80 kg, minimum of 1 internal lockable drawer, two hour fire protection, no wheels, 3 wheel manipulation proof combination lock, minimum of 1 000 000 user selectable combinations, seven lever security lock with 2 keys, lock should secure the locking mechanism and not the door itself	1
10	Accessories:	<ul style="list-style-type: none"> • Mahogany veneer 2 tier correspondence tray • Mahogany veneer square waste paper bin • Mahogany finish coat and hat stand 	1 2 1
11	Conference table	Rectangular mahogany veneer conference table to seat 10 persons 3 000mm (w) x 1 200mm (d) x 74mm (h)	1
12	Conference chairs	Conference chairs with leather upholstery, nylon spider base, castors, gas height adjustment and arm rests	10

MANAGEMENT OFFICE FURNITURE			
NO	ITEM	SPECIFICATION	QUANTITY
1	Desk	L- shaped 25 mm thick melamine desktop, desktop section should be 1 600 mm (w) x 800 mm (d) wide, link 800mm x 800mm, extension 1 200mm (w) x 800 mm (d), column legs with integrated power reticulation epoxy coated, access hole for power cords	11
2	Desk Chair	High back 5 star nylon spider base with castors, gas height adjustment, full synchronisation mechanism, tension adjustment, tilt locks in 5 positions, height adjustable arms, moulded foam seat, upholstered seat and backseat, fabric	11
3	Visitors chair	Epoxy coated sleigh base frame, upholstered seat ad backrest, fabric upholstered seat and polymer backrest	24
4	Filing cabinet	Lockable 4 drawer steel filing cabinet 1 350mm (h) x 470mm (w) x 600mm (d)	11
5	Accessories:	<ul style="list-style-type: none"> • Plastic 2 tier correspondence tray • Plastic round waste paper bin • Wood hat and coat stand 	11 11 11
6	Cabinet with shelves	2 door 5 tier wooden veneer cabinet 2 012mm (h) x 800mm (w) x 418mm (d) and 2 lockable doors at bottom	11
7	Pedestal	3 drawer melamine mobile pedestal 530mm (h) x 400mm (w) x 450mm (d) to fit underneath desk	11
8	Cabinet	2 door 5 tier lockable melamine cabinet 2 012mm (h) x 800mm (w) x 418mm (d)	11
9	Credenza	Melamine with roller door, pencil drawer, 1 drawer to hang files 580m (h) x 1 200mm (w) x 750mm (d)	11
10	Safe	Medium size, minimum weight of 80 kg, minimum of 1 internal lockable drawer, two hour fire protection, no wheels, 3 wheel manipulation proof combination lock, minimum of 1 000 000 user selectable combinations, seven lever security lock with 2 keys, lock should secure the locking mechanism and not the door itself	4
11	Shredder	Shredder cross cut 1,5mm, 15 liter box	4
12	Document trolley	3 tier metal documents trolley on heavy duty castors	3

STANDARD OFFICE FURNITURE			
NO	ITEM	SPECIFICATION	QUANTITY
1	Desk	L shaped 25 mm thick melamine desktop, desktop section should be 1 500 mm (w) x 750 mm (d) wide, link 750mm x 750mm, extension 1 200mm (w) x 750 mm (d), column legs with integrated power reticulation epoxy coated, access hole for power cords	6
2	Desk Chair	High back 5 star nylon spider base with castors, gas height adjustment, full synchronisation mechanism, tension adjustment, tilt locks in 5 positions, height adjustable arms, moulded foam seat, upholstered seat and backseat, fabric	14
3	Visitors' chair	Epoxy coated sleigh base frame, upholstered seat ad backrest, fabric upholstered seat and polymer backrest	18
4	Chair	Arm rests, vinyl upholstery for guards	3
5	Public seating bench	5 seater aluminium (Airport type)	1
6	Public seating bench	4 seater aluminium (Airport type)	1
7	Filing cabinet	Lockable 4 drawer steel filing cabinet 1 350mm (h) x 470mm (w) x 600mm (d)	9
8	Filing cabinet	Lockable 2 drawer steel filing cabinet 710mm (h) x 470mm (w) x 630mm (d)	3
9	Cabinet with shelves	2 Door 5 tier wooden veneer cabinet 2 012mm (h) x 800mm (w) 418mm (d) and 2 lockable doors at bottom	1
10	Accessories:	<ul style="list-style-type: none"> • Plastic 2 tier correspondence tray • Plastic round waste paper bin • Wood hat and coat stand 	19 69 19
11	Credenza	Melamine two door with shelf 750mm (h) 750mm (w) x 350 (d)	1
CONFERENCE FURNITURE			
NO	ITEM	SPECIFICATION	QUANTITY
1	Conference table	8 Seater table with aluminium frame, melamine top with rubber edging 1 500mm (w) x 900mm (d) x 470mm (h)	2
2	Conference chairs	Epoxy coated sleigh base frame chairs with armrests. Fabric upholstered seat and polymer backrest	16
3	Table	Round tables 1000mm in diameter, melamine top to seat 4 persons	10
4	Conference chair	Stackable conference chairs with fabric upholstery	55
5	Conference table	Stackable conference tables with rubber/plastic edging 1500x750mm	30

SOFT SEATING: EXECUTIVE		
NO	ITEM	QUANTITY
SPECIFICATION		
1	Sofa	1
2	Easy chair	2
3	Coffee table	1
4	Scatter rug	1
Two seater leather upholstery		
Easy chair leather upholstery		
Stainless steel frame, mahogany top 1 800mm x 600mm		
Machine woven wool and knot scatter rug 3x2m		
SOFT SEATING: STANDARD		
NO	ITEM	QUANTITY
SPECIFICATION		
1	Sofa	3
2	Easy chair	2
3	Coffee table	1
4	Coffee table	1
2 seater fabric upholstery and skirt		
Fabric upholstery and skirt		
Coffee table stainless steel frame glass top 1800 mm (w) x 600 mm (d)		
Coffee table 600mm x 600mm, stainless steel frame, mahogany top		
KITCHEN FURNITURE AND EQUIPMENT		
NO	ITEM	QUANTITY
SPECIFICATION		
1	Fridge/freezer	1
2	Bar fridge	2
3	Kettle	4
4	Microwave oven	2
5	Serving trolley	1
6	Dining table	2
400 litre		
Bar fridge 130 litre		
Kettle 1.7 litre		
Microwave oven 1 200W		
3 tier wooden serving trolley on castors		
Rectangular, metal frame, melamine top table with rubber/plastic edging to seat 8 persons		
7	Chairs	16
Plastic chairs with no armrests		
SPECIAL ITEMS		
NO	ITEM	QUANTITY
SPECIFICATION		
1	Sick bed	2
2	Mattress	2
3	Mattress protector	2
4	Cupboard	2
5	Pillow	4
6	Pillow cases	4
7	Fitted sheet	2
8	Comforter	2
Adjustable medical bed – white epoxy coated		
Single bed mattress		
Single bed mattress protector		
Metal stationery cupboard with four shelves 1800 (h) x 900 (w) x 450 (d)		
Pastel coloured linen		
Pastel coloured linen		
Pastel coloured linen		
Pastel coloured linen		

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION.

BID NUMBER: DIRCO 04-2016/17 CLOSING DATE: ...09/03/2017..... CLOSING TIME: 11:00

DESCRIPTION: Request for Proposals: Appointment of a Service Provider for the Sourcing, Supply and Installation of office and residential furniture and equipment at the South African diplomatic mission in Lilongwe, Malawi

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: **Private Bag X152 Pretoria 0001.**

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
460 Soutpansberg Road Rietondale 0084

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER
.....

POSTAL ADDRESS
.....

STREET ADDRESS
.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER
.....

FACSIMILE NUMBER CODE..... NUMBER.....

E-MAIL ADDRESS
.....

VAT REGISTRATION NUMBER
.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR.....
A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER:

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: INTERNATIONAL RELATIONS AND COOPERATION

Contact Person: Ms JFW Grimsell ; Mr S Molekoa

Tel:012 351 1359/ 0362

Fax: 012 329 1267

E-mail address:grimselljfw@dirco.gov.za ,molekoas@dirco.gov.za,

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 number: DIRCO 04/2016/17
Closing date 07 March 2017	Time 11h00

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

PRICE SUMMARY:

PRICE ELEMENT	PRICE OFFERED IN RAND
Source and supply of furniture (Categories A to K below)	
Shipment	
Installation of furniture in Lilongwe	
Insurance	
TOTAL	
14% VAT	
TOTAL PRICE OFFERED	

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

Name of bidder.....Bid number: DIRCO 04/2016/17

Closing date 07 March 2017 Time 11h00

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY A : EXECUTIVE OFFICE FURNITURE

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Desk	1	Executive desk mahogany veneer	2 400mm (w) x 1100mm (d) x 730mm (h)		
2	Drawer unit	1	Mobile 3-drawer unit mahogany veneer	to fit underneath desk		
3	Computer table	1	Computer table mahogany veneer with access hole for power cords	1 380 (w) mm x 510mm (d) x 680mm (h)		
4	Desk Chair	1	Executive swivel chair with castors, gas height adjusted, full synchronisation adjustment, tilt locks in 5 positions, height adjustable arms, leather upholstery			
5	Visitors' chairs	2	Leather upholstered seat and backrest, with arm rests			
6	Credenza	1	Mahogany veneer with lockable sliding door and pencil drawer			
7	Wall Unit	1	Mahogany veneer with 2 lockable glass panel doors on top and 2 lockable wooden doors at the bottom			
8	Filing cabinet	1	Mahogany veneer, lockable filing cabinet with 4 drawers			

9	Safe	1	Medium size, minimum weight of 80 kg, minimum of 1 internal lockable drawer, two hour fire protection, no wheels, 3 wheel manipulation proof combination lock, minimum of 1 000 000 user selectable combinations, seven lever security lock with 2 keys, lock should secure the locking mechanism and not the door itself			
10	Accessories	1	Mahogany veneer 2 tier correspondence tray			
		2	Mahogany veneer square waste paper bin			
		1	Mahogany finish coat and hat stand			
11	Conference table	1	Rectangular mahogany veneer conference table to seat 10 persons	3 000mm (w) x 1 200mm (d) x 74mm (h)		
12	Conference chairs	10	Conference chairs with leather upholstery, nylon spider base, castors, gas height adjustment and arm rests			
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder..... Bid number: **DIRCO 04/2016/17**

Closing date **07 March 2017** Time **11h00**

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY B : MANAGEMENT FURNITURE

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Desk	11	L- shaped melamine desktop	desktop section to be 25mm thick, 1 600 mm (w) x 800 mm (d) wide, link 800mm x 800mm and 25mm , extension 1 200mm (w) x 800 mm (d), column legs with integrated power reticulation epoxy coated, access hole for power cords		
2	Desk Chair	11	High back 5 star nylon spider base with castors, gas height adjustment, full synchronisation mechanism, tension adjustment, tilt locks in 5 positions, height adjustable arms, moulded foam seat,			

			upholstered seat and backseat, fabric			
3	Visitors chair	24	Epoxy coated sleigh base frame, upholstered seat and backrest, fabric upholstered seat and polymer backrest			
4	Filing cabinet	11	Lockable 4 drawer steel filing cabinet	1 350mm (h) x 470mm (w) x 600mm (d)		
5	Accessories	11	Plastic 2 tier correspondence tray			
		11	Plastic round waste paper bin			
		11	Wood hat and coat stand			
6	Cabinet with shelves	11	2 door 5 tier wooden veneer cabinet with 2 lockable doors at bottom	2 012mm (h) x 800mm (w) x 418mm (d)		
7	Pedestal	11	3 drawer melamine mobile pedestal to fit underneath desk	530mm (h) x 400mm (w) x 450mm (d)		
8	Cabinet	11	2 door 5 tier lockable melamine cabinet	2 012mm (h) x 800mm (w) x 418mm (d)		
9	Credenza	11	Melamine with roller door, pencil drawer, 1 drawer to hang files 580m (h) x 1 200mm (w) x 750mm (d)	580m (h) x 1 200mm (w) x 750mm (d)		
10	Safe	4	Medium size, minimum weight of 80 kg, minimum of 1 internal lockable drawer, two hour fire protection, no wheels, 3 wheel manipulation proof combination lock, minimum of 1 000 000 user selectable combinations, seven lever security lock with 2 keys, lock should secure the locking mechanism and not the door itself			
11	Shredder	4	Shredder cross cut 1,5mm	15 liter box		
12	Document trolley	3	3 tier metal documents trolley on heavy duty castors			
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....Bid number: DIRCO 04/2016/17

Closing date 07 March 2017 Time 11h00

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY C : STANDARD FURNITURE

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Desk	6	L shaped 25 mm thick melamine desktop, column legs with integrated power reticulation epoxy coated, access hole for power cords	desktop section should be 1 500 mm (w) x 750 mm (d) wide, link 750mm x 750mm, extension 1 200mm (w) x 750 mm (d)		
2	Desk Chair	14	High back 5 star nylon spider base with castors, gas height adjustment, full synchronisation mechanism, tension adjustment, tilt locks in 5 positions, height adjustable arms, moulded foam seat, upholstered seat and backseat, fabric			
3	Visitors' chair	18	Epoxy coated sleigh base frame, upholstered seat and backrest, fabric upholstered seat and polymer backrest			

4	Chair	3	Arm rests, vinyl upholstery for guards			
5	Public seating bench	1	5 seater aluminium (Airport type)			
6	Public seating bench	1	4 seater aluminium (Airport type)			
7	Filing cabinet	9	Lockable 4 drawer steel filing cabinet	1 350mm (h) x 470mm (w) x 600mm (d)		
8	Filing cabinet	3	Lockable 2 drawer steel filing cabinet	710mm (h) x 470mm (w) x 630mm (d)		
9	Cabinet with shelves	1	2 Door 5 tier wooden veneer and 2 lockable doors at bottom	2 012mm (h) x 800mm (w) x 418mm (d)		
10	Accessories	19	Plastic 2 tier correspondence tray			
		69	Plastic round waste paper bin			
		19	Wood hat and coat stand			
11	Credenza	1	Melamine two door with shelf	750mm (h) x 750mm (w) x 350 (d)		
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....Bid number: DIRCO 04/2016/17

Closing date 07 March 2017 Time 11h00

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY D : CONFERENCE FURNITURE

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Conference table	2	8 Seater table with aluminum frame, melamine top with rubber edging	1 500mm (w) x 900mm (d) x 470mm (h)		
2	Conference chairs	16	Epoxy coated sleigh base frame chairs with armrests. Fabric upholstered seat and polymer backrest			
3	Table	10	Round tables melamine top to seat 4 persons	1000mm in diameter		
4	Conference chair	55	Stackable conference chairs with fabric upholstery			
5	Conference table	30	Stackable conference tables with rubber/plastic edging	1500x750mm		
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....Bid number: DIRCO 04/2016/17

Closing date 07 March 2017 Time 11h00

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY E : EXECUTIVE SOFT SEATING

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Sofa	1	Two seater leather upholstery			
2	Easy chair	2	leather upholstery			
3	Coffee table	1	Stainless steel frame, mahogany top	1 800mm x 600mm		
4	Scatter rug	1	Machine woven wool and knot scatter rug	3 000 x 2 000mm		
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....Bid number: DIRCO 04/2016/17

Closing date 07 March 2017 Time 11h00

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY F : STANDARD SOFT SEATING

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Sofa	3	2 seater fabric upholstery and skirt			
2	Easy chair	2	Fabric upholstery and skirt			
3	Coffee table	1	Coffee table stainless steel frame glass top	1800 mm (w) x 600 mm (d)		
4	Coffee table	1	Coffee table stainless steel frame, mahogany top	600mm x 600mm		
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....Bid number: DIRCO 04/2016/17

Closing date 07 March 2017 Time 11h00

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY G : KITCHEN FURNITURE AND EQUIPMENT

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Fridge/ freezer	1		400 litre		
2	Bar fridge	2		130 litre		
3	Kettle	4		1.7 litre		
4	Microwave oven	2		1 200W		
5	Serving trolley	1	3 tier wooden serving trolley on castors			
6	Dining table	2	Rectangular, metal frame, melamine top table with rubber/plastic edging to seat 8 persons			
7	Chairs	16	Plastic chairs with no armrests			
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....Bid number: **DIRCO 04/2016/17**

Closing date **07 March 2017** Time **11h00**

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY H : SPECIAL ITEMS

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Sick bed	2	Adjustable medical bed – white epoxy coated			
2	Mattress	2	Single bed mattress			
3	Mattress protector	2	Single bed mattress protector			
4	Cupboard	2	Metal stationery cupboard with four shelves	1800 (h) x 900 (w) x 450 (d)		
5	Pillow	4	Pastel coloured linen			
6	Pillow cases	4	Pastel coloured linen			
7	Fitted sheet	2	Pastel coloured linen			
8	Comforter	2	Pastel coloured linen			
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....Bid number: DIRCO 04/2016/17

Closing date 07 March 2017 Time 11h00

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY I : RESIDENTIAL FURNITURE

NB: Please note that the quantities below indicate the requirements for all three (3) houses

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Mirror	3	Wall mounted mirror with 90mm bevelled frame in gold, bronze or silver finish	700mm x 1400mm		
2	Two-seater couch	6	Two-seater formal couch with fabric upholstery, arms rests and skirt			
3	Two-seater casual couch	6	Two-seater casual couch with fabric upholstery			
4	Easy chair	6	Easy chair with fabric upholstery, armrests and skirt to complement formal couch			
5	Easy chair	6	Easy chair with fabric upholstery to complement casual couch			
6	Coffee table	6	Wood finish rectangular coffee table	1 220mm (w) x 800mm (d) x 460mm (h)		
7	Wall Unit	3	Wood finish Wall unit with 50 inch TV section, 2 doors and open shelves	1200mm (w) x 310/600mm(d) x 2140mm (h)		

8	Side table	12	Wood finish Side table	660mm (w) x 560mm (d) x 620mm (h)		
9	Dining room table	3	Wood finish rectangular dining room table seating 8 persons	2 600mm (w) x 900mm (d) x 730mm (h)		
10	Dining room chairs	24	Dining room chair with fabric upholstered seat and high backrest			
11	Sideboard	3	Wood finish Sideboard with 5 drawers and 2 doors and 4 shelves	2 000mm (w) x 480mm (d) x 810mm (h)		
12	Vitrine cabinet	3	Wood finish Vitrine cabinet with 2 wooden doors, 2 glass panel doors and 2 drawers	1300mm (w) x 480mm (d) x 2160mm (h)		
13	Queen size bed base and mattress	3	With inner core spring mattress and base			
14	Double size bed base and mattress	6	With inner core spring mattress and base			
15	Single bed base and mattress	6	With inner core spring mattress and base			
16	Queen size headboard	3	Wood finish without upholstery			
17	Double bed headboard	6	Wood finish without upholstery			
18	Single bed headboard	6	Wood finish without upholstery			
19	Bedside tables	18	Wood finish with drawer	550mm (w) x 400mm (d) x 560mm (h)		
20	Chest of drawers	3	Wood finish	1280mm (w) x 50mm (d) x 960mm (h)		
21	Dressing table	3	Wood finish with mirror, 2 drawers with stool	1 310mm (w) x 700mm (d) x 730mm (h)		
22	Easy chair	3	Easy chair with fabric upholstery			
23	Mirror	9	Wall mounted mirror in 90mm wooden frame	1 200mm x 600mm		
24	Children's desk	6	melamine	1 200mm x 600mm x 740mm (h)		
25	Children's desk chair	6	swivel chair with coloured fabric upholstery			
26	Desk with drawers	3	Wood finish desk with drawers	1 520mm (w) x 910mm (d) x 760mm (h)		
27	Desk chair	3	High back office chair with 5 star nylon spider base, castors, gas height adjustment, full synchrony mechanism,			

			tension adjustment, tilt locks in 5 positions, height adjustable arms, moulded foam seat, upholstered seat and backrest, fabric			
28	Book case	3	Wood Finish	970mm (w) x 350mm (d) x 1 980mm (h)		
29	Microwave oven	3	25 litres solo microwave oven	1200W		
30	Tumble dryer	3	Front loading tumble dryer	5kg		
31	Vacuum cleaner	3	Wet and dry vacuum cleaner	1300W		
32	Garden table	3	Plastic table	2 000mm (w) x 1 000 (d) x 760mm (h)		
33	Garden chairs	18	Single frame woven plastic (rattan design) chairs with cushions			
34	Garden umbrella	3	Hanging aluminium frame hexagonal umbrella with 3.2 meter diameter canvas cover			
35	Umbrella weight	3	Concrete umbrella stand weight			
36	Loose rugs	9	Machine woven, machine washable, wool and knot loose rug	3000x2000mm		
37	Loose rugs	12	Machine woven, machine washable, wool and knot loose rug	1700x2400mm		
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....Bid number: DIRCO 04/2016/17

Closing date 07 March 2017 Time 11h00

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

Required by: DIRCO

Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY J : RESIDENTIAL FURNITURE – STAFF QUARTERS

NB: Please note that the quantities below indicate the requirements for all three (3) houses

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Dining room table	3	Wooden rectangular dining room table seating 6 persons			
2	Dining room chairs	18	Wooden dining room chairs with fabric upholstery seat and high back			
3	Stove	3	4 plate stove with oven combo (gas or electric)			
4	Fridge / freezer	3	Fridge/freezer	400 litre		
5	Garden bench	3	2 Seater rattan type plastic couch with cushions			
6	Double bed base and mattress	3	With inner core spring mattress and base			
7	Single bed base and mattress	6	With inner core spring mattress and base			
8	Double bed headboard	3	wooden headboard without upholstery			
9	Single bed headboard	6	wooden headboard without upholstery			
10	Bedside tables	9	Wooden bedside tables with drawer	550mm (w) x 400mm (d) x 560mm (h)		

11	Mirror	3	Wooden framed	600x1200mm		
TOTAL						

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number: DIRCO 04/2016/17
Closing date 07 March 2017	Time 11h00

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

Required by: DIRCO
Location: LILONGWE – OFFICE AND RESIDENTIAL FURNITURE

CATEGORY K : GUARD HOUSE

No.	Item	Quantity	Description	Size	Unit Price	Total Price
1	Chair	1	Epoxy coated sleigh base frame chair with armrests and vinyl upholstery			
2	Steel filing cabinet	1	Lockable 4 drawer steel filing cabinet with wood laminate drawer doors	1350mm (h) x 470mm (w) x 600mm (d)		
3	Waste paper bin	1	Plastic waste paper bin			
TOTAL						

The End

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

"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.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

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

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

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

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

.....
.....
.....

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

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have 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.

.....

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....90/10.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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

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

- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4

	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

.....
 SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

.....
 NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of Imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

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

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total Imported value by 3rd party

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Signature of tenderer from Annex B

Date: _____

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreclation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

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

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)