



## international relations & cooperation

Department:  
International Relations and Cooperation  
REPUBLIC OF SOUTH AFRICA

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

Reference : **DIRCO 07/2019/20**  
Enquiries : Ms I Kubayi; Mr S Molekoa; Mr T Motlounq  
Telephone : 012 351 1928/0362/8640  
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 07/2019/20**
2. **REQUEST FOR PROPOSALS INVITATION TO SERVICE PROVIDERS TO BID FOR THE PROCUREMENT, SUPPLY, DELIVERY AND SUPPORT OF DESKTOP AND LAPTOP COMPUTERS FOR DIRCO OFFICES ABROAD**
3. Required at the DIRCO OFFICES ABROAD
4. **Closing date: 16<sup>th</sup> January 2020 at 11:00am**
5. **A compulsory briefing session will be held on: 10<sup>th</sup> December 2019 10 O'clock at, OR Tambo Building, 460 Soutpansberg Road, Rietondale, Pretoria.**
6. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1, SBD8, SBD9, and General Conditions of Contract.
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

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

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

Yours faithfully

  
CHIEF DIRECTOR

DATE: 29/11/2019

Kgoro ya Tirišano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye 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



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## **TERMS OF REFERENCE**

**INVITATION TO SERVICE PROVIDERS TO BID  
FOR THE PROCUREMENT, SUPPLY, DELIVERY  
AND SUPPORT OF DESKTOP AND LAPTOP  
COMPUTERS FOR DIRCO OFFICES ABROAD**

*MAZ*

# INVITATION TO SERVICE PROVIDERS TO BID FOR THE PROCUREMENT, SUPPLY, DELIVERY AND SUPPORT OF DESKTOP AND LAPTOP COMPUTERS FOR DIRCO OFFICES ABROAD

## 1. INTRODUCTION

- 1.1 The Department of International Relations and Cooperation (DIRCO) is a key component of government as it conducts and co-ordinates South Africa's international relations and promotes its foreign policy objectives. At the same time, it also monitors international developments and advises government on foreign policy and related domestic matters.
- 1.2 These activities are coordinated nationally and internationally with South African missions (Embassies, High Commission, Consulates and other Diplomatic Offices) that are located all over the world.
- 1.3 The department is required to be alert at all times and to have at its disposal, up-to-date and secure information to enable it to perform its functions without hindrances or constraints.
- 1.4 DIRCO therefore has an obligation to invest in technology that is fit for this purpose, and that will enable the department to perform its functions optimally.

## 2. PURPOSE

- 2.1 The purpose of the issuing of the present Terms of Reference, is to invite bidder/s to propose the procurement, supply, delivery and support of desktop and laptop computers to all DIRCO offices abroad (internationally).
- 2.2 The project aims to meet the following requirements:
  - a) Modernisation and standardisation of Desktops and Laptops across all DIRCO offices;
  - b) Localise the logistics (shipping and delivery) and support (repair and replace) to all DIRCO offices across the globe.

**3. SCOPE OF WORK**

- 3.1 The bidder/s will be required to supply the required equipment to all DIRCO offices as outlined in Annexure "A".
- 3.2 The bidder/s are expected to deliver all required equipment to DIRCO offices globally as outlined in Annexure "A".
- 3.3 The bidder/s will be required to provide maintenance and support for the equipment at all DIRCO offices as outlined in Annexure "A".
- 3.4 DIRCO is responsible for the primary management of all devices in terms of equipment configurations and monitoring.
- 3.5 The table below indicates the intended responsibilities of the parties in executing the project:

Activity	Bidder(s) responsibility	DIRCO responsibility
Provisioning of Hardware	Supply hardware as per DIRCO's specification	<ul style="list-style-type: none"> <li>• Provide hardware specification</li> <li>• Verify that the hardware provided is according to specification</li> </ul>
Imaging of equipment	<ul style="list-style-type: none"> <li>• Package the software images for rapid installation on new devices</li> <li>• Load the DIRCO software image onto the new Device</li> </ul>	<ul style="list-style-type: none"> <li>• Provide bidder/s with Software licenses for image pre-configurations</li> <li>• Provide bidder/s with applications needed in the image</li> <li>• Test the image</li> </ul>
Logistics	Shipping, custom clearances and delivery of all consignments to all offices at no additional costs.	Provide the delivery addresses and contact details.
Equipment Installation	Delivery and functionality test of equipment.	DIRCO provide facility for testing and sign off  Report the dead on arrival

		Configuration of DIRCO software and user settings.
Equipment Insurance (up to delivery to customer)	Must ensure that equipment is insured in the event of loss (inclusive of theft, damage and dead on arrival).	Report the losses accordingly.
Hardware maintenance and support	Repair or replace any faulty hardware according to requirements matrix as outlined in Annexure "C"	Report hardware incidents to the service provider after troubleshooting.
Project Management services.	Provide all project management services in relation to the deliverables (Logistics, Implementation plan) within a maximum period of six months after the issuance of the order number.	Allocate office space at the DIRCO Head Office for the duration of the project.

### 3.6 Technical Specifications and Deliverables

- 3.6.1 For System Specifications see **Annexure "B"**. Bidders must ensure that they provide standardised equipment to all DIRCO offices.
- 3.6.2 For full quantities see **Annexure "A"**.
- 3.6.3 The bidders are expected to provide an additional 10% of the quantities that must be costed separately, these devices will be procured on a time and material (T&M) basis. The department reserves the right to not utilise the full financial value of the 10% worth of equipment.

- 3.6.4 The successful bidder/s will be responsible for the packaging and delivery of the equipment.
- 3.6.5 Equipment must be delivered to all respective sites. **See Annexure "A"**.
- 3.6.6 The bidder/s must test the equipment upon delivery at the site.
- 3.6.7 The list of equipment must accompany the delivery note and must be signed off by a DIRCO official.

### 3.7 Support and Maintenance

- 3.7.1 The bidder/s must provide the maintenance and support for equipment to all offices for a duration of 5 years
- 3.7.2 The bidder/s must provide a maintenance and support plan/strategy on how they will comply with the response time frame as per the required service matrix (**Annexure "C"**) for all DIRCO offices abroad.

### 3.8 Project Implementation Strategy

- 3.8.1 The bidder/s must use a project management methodology to deliver the expected services.
- 3.8.2 The bidder/s proposed Project Management Plan (PMP) is expected to cover amongst others the following:
  - 3.8.2.1 Provide a detailed project plan indicating the phases of the delivery, timeframes, and resources allocated.
  - 3.8.2.2 Ensure that the delivery of all equipment to all sites is completed within a maximum period of six months after appointment date.
- 3.8.3 The PMP should include following:
  - 3.8.3.1 Detailed Project definition and planning.
  - 3.8.3.2 Detailed Project implementation plan
  - 3.8.3.3 Detailed Pricing for the project.
  - 3.8.3.4 Detailed Project stages and milestones.

### 3.9 Costing

- 3.9.1 The bidder/s must provide a detailed proposal with itemised costing of services related to the items as indicated in the specifications (VAT inclusive); SBD 3.1
- 3.9.2 Only SBD 3.1 costing will be accepted.



#### 4. EVALUATION METHODOLOGY

All the bids received will be evaluated in three phases: **(Administrative Compliance, Functionality and price and B-BBEE Status Level of Contribution)**

##### 4.1 Phase 1: Administrative Compliance

**Bidders must attend the compulsory briefing session as outlined. Failure to attend will result in disqualification.**

Potential Service Providers must comply with all minimum requirements in order to qualify for the next stage of the evaluation process. Non submission will result in disqualification.

The minimum requirements which must be fully and comprehensively complied with are as follows:

Documents that must be submitted	Non-submission may result in disqualification?	
Standard Bid Documents (SBD) : SBD1, SBD 4, SBD 8, SBD 9	YES	<p>Completed and signed SBD1, SBD 4, SBD 8, SBD 9</p> <p>In the event the bidders fail to submit the completed documents at the time of submitting the proposal, a bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidders.</p> <p>In case of Joint Venture arrangement, all parties must also submit all the mandatory documents</p>
SBD 6.1	NO	<p>Completed and signed SBD 6.1</p> <p>B-BBEE points will be allocated to bidders on submission of the following documentation or evidence:</p> <ul style="list-style-type: none"> <li>• A duly completed and signed Preference Point Claim Form: SBD 6.1; and</li> <li>• B-BBEE Certificate or a sworn affidavit</li> </ul> <p>Failure to submit the signed documents will not be a disqualifying factor but will result in forfeiting the BBBEE points</p>
Registration on Central Supplier Database (CSD)	YES	<p>Bidders must be registered as a service provider on the CSD. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.</p> <p>Submit proof of registration.</p>

SBD 3.1 form		All bidders must complete, initial and sign the SBD 3.1 form.
Joint Venture agreement	YES	In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached with all SBD forms and a joint BBBEE certificate.
Audited financial statements	YES	Latest three years audited financial statements  In case of Joint Venture, each company must submit three years audited financial statements.
Dated and signed Letter of guarantee and warranty on hardware from the Original Equipment Manufacturer (OEM)	YES	<ul style="list-style-type: none"> <li>✓ All equipment must have international warranty</li> <li>✓ Warranty valid for 5 years</li> </ul>
Proof of global presence from OEM	YES	Bidder(s) must present a dated and signed letter on a letterhead from the OEM citing the global footprint to ensure timeous provision of services across all DIRCO offices internationally (See Annexure A and C)
Signed Letter of accreditation as a reseller from the Original Equipment Manufacturer (OEM)	YES	Authorisation for distribution and sale of equipment from OEM's internationally
Project Plan	YES	<ul style="list-style-type: none"> <li>• Provide a detailed Project plan indicating the phases of the delivery, timeframes, and resources allocated.</li> </ul> <p>The Project plan should include the following:</p> <ul style="list-style-type: none"> <li>✓ Detailed Project definition and planning.</li> <li>✓ Detailed Project implementation plan.</li> <li>✓ Detailed Pricing for the project.</li> <li>✓ Detailed Project stages and milestones.</li> </ul>

#### 4.2 Phase 2: Functionality Criteria

4.2.1 A panel will evaluate all proposals received on the functionality criteria as reflected.

A bidder that scores less than seventy percent (70%) in respect of "functionality" will be regarded as having submitted a non-responsive bid and will be disqualified.

4.2.2 For purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance with the evaluation criteria:



Item	Criteria	Response required (All responses must be based on the Specifications)	Weight														
1.	<b>Capacity to deliver the project</b>	<p>Provide evidence of logistical experience in successfully executing similar international projects in the form of signed testimonials from institutions with a user base of at least 500 computers, with contactable references. In order for a references/testimonial to be valid, it must include the following information:</p> <ul style="list-style-type: none"> <li>✓ Letter Head</li> <li>✓ Customer name and contact details</li> <li>✓ Scope of deliverables or services</li> <li>✓ Number of computers (End User devices) or the value above R8 Million Rands</li> <li>✓ Authorized signature</li> </ul> <table border="1" data-bbox="464 707 1305 1099"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0 testimonial with reference</td> <td>0 Point</td> </tr> <tr> <td>1 testimonial with reference</td> <td>1 Point</td> </tr> <tr> <td>2 testimonials with references</td> <td>2 Points</td> </tr> <tr> <td>3 testimonials with references</td> <td>3 Points</td> </tr> <tr> <td>4 testimonials with references</td> <td>4 Points</td> </tr> <tr> <td>5 testimonials with references</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	0 testimonial with reference	0 Point	1 testimonial with reference	1 Point	2 testimonials with references	2 Points	3 testimonials with references	3 Points	4 testimonials with references	4 Points	5 testimonials with references	5 Points	30
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5 testimonials with references	5 Points																
2.	<b>Knowledge and expertise</b>	<p>The bidders must provide the project manager's CV and certified qualifications outlining their experience and capabilities in executing similar projects. Certified copies of qualifications must include either Prince2/ or PMBOK certifications.</p> <table border="1" data-bbox="464 1323 970 1711"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Less than a year</td> <td>0 Point</td> </tr> <tr> <td>1 year</td> <td>1 Point</td> </tr> <tr> <td>1 to 2 years</td> <td>2 Points</td> </tr> <tr> <td>3 to 4 years</td> <td>3 Points</td> </tr> <tr> <td>5 to 6 years</td> <td>4 Points</td> </tr> <tr> <td>7 or more years</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	Less than a year	0 Point	1 year	1 Point	1 to 2 years	2 Points	3 to 4 years	3 Points	5 to 6 years	4 Points	7 or more years	5 Points	10
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3.	<b>Support Capability</b>	<p>The bidder/s must provide support strategy on how they will meet the onsite turnaround time for all offices as outlined in Annexure "A" as per the service requirements as outlined in Annexure "C". The support strategy must reflect the resource allocation, process flow, response and turnaround times.</p>	30														

		<table border="1"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>More than 48 Hours</td> <td>0 Point</td> </tr> <tr> <td>8 Hours</td> <td>1 Point</td> </tr> <tr> <td>7 Hours</td> <td>2 Points</td> </tr> <tr> <td>6 Hours</td> <td>3 Points</td> </tr> <tr> <td>5 Hours</td> <td>4 Points</td> </tr> <tr> <td>Less than 5 Hours</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	More than 48 Hours	0 Point	8 Hours	1 Point	7 Hours	2 Points	6 Hours	3 Points	5 Hours	4 Points	Less than 5 Hours	5 Points	
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4	<b>Project Implementation Strategy</b>	<p>The bidder/s must provide a detailed project management plan on how they will deliver all equipment to all sites. The plan must include activities, milestones, resources and timeframes.</p> <table border="1"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>More than 6 months</td> <td>0 Point</td> </tr> <tr> <td>6 Months</td> <td>1 Point</td> </tr> <tr> <td>5 Months</td> <td>2 Points</td> </tr> <tr> <td>4 Months</td> <td>3 Points</td> </tr> <tr> <td>2 Months</td> <td>4 Points</td> </tr> <tr> <td>1 Month or less</td> <td>5 Points</td> </tr> </tbody> </table>	Matrix	Points	More than 6 months	0 Point	6 Months	1 Point	5 Months	2 Points	4 Months	3 Points	2 Months	4 Points	1 Month or less	5 Points	30
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1 Month or less	5 Points																
	<b>Total Weight</b>		<b>100</b>														

## 5. Presentation and Site visits

- 5.1 DIRCO reserves the right to call for presentations and to conduct site visits from shortlisted bidders on the complete service offering and project management approach and to also conduct due diligence on references submitted for the bid.
- 5.2 DIRCO reserves the right to ask for the samples of the proposed computer equipment as part of the due diligence.

## 6. Phase 3: Price and B-BBEE Status Level of Contribution

### 6.1 BBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

#### **7. Joint Ventures, Consortiums and Trusts**

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

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

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Department of International Relations and Cooperation** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

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

## **8. Sub-contracting**

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

The following is an extract from the PPPFA Act:

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

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

## **9. GENERAL CONDITIONS OF CONTRACT**

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

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

## **10. SERVICE LEVEL AGREEMENT**

10.1 Upon award Department of International Relations and Cooperation and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of International Relations and Cooperation, more or less in the format of the draft Service Level Indicators included in this tender pack.

10.2 Department of International Relations and Cooperation reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

- 10.3 Bidder(s) are requested to:
- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
  - b. Explain each comment and/or amendment; and
  - c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 10.4 Department of International Relations and Cooperation reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Department of International Relations and Cooperation or pose a risk to the organisation.

## 11. SPECIAL CONDITIONS OF THIS BID

Department of International Relations and Cooperation reserves the right:

- 11.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 11.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 11.3 To accept part of a tender rather than the whole tender.
- 11.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 11.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 11.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 11.7 Award to multiple bidders based either on operational needs and risk assessment
- 11.8 DIRCO will enter into a service level agreement with the successful bidder. The service level agreement will govern the relationship between the parties; ensure that services are provided according to specified standards and within stipulated timeframes; and provide for penalties and remedies for under/poor performance and non-compliance with terms and conditions of the service level agreement.
- 11.9 DIRCO reserves the right to appoint more than one bidder.

- 11.10 DIRCO reserves the right to partially award the bid.
- 11.11 Tax compliance Status will be confirmed upon awarding of the bid.
- 11.12 DIRCO reserves the right to increase or decrease the final quantities based on business requirements.
- 11.13 The bid evaluation will only be done on the basis of information that was requested and provided.
- 11.14 All documents submitted in response to this proposal shall become the property of DIRCO.
- 11.15 DIRCO reserves the right and full discretion to:
- 11.15.1 Withdraw from this process and the provisions of the bid at any time;
- 11.15.2 Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
- 11.15.3 Change the dates of adjudication and submission;
- 11.16 DIRCO's decisions will be final and no correspondence will be entered into from the closing date of submissions until after the selection process has been completed. Bidders will be formally notified of the outcome of the bid.
- 11.17 A bid proposal will only be deemed accepted once written notice has been given by DIRCO to the successful bidder.
- 11.18 Receipt of a proposal neither commits DIRCO to award the bid to any entity, even if all requirements stated in this TOR are met, nor does it limit DIRCO's right to negotiate in its best interest.
- 11.19 It will be accepted that the bidder, on submitting the bid response, has read, understood and accepted all the terms and conditions of this TOR. It shall therefore be accepted by DIRCO that the submission of the bid proposal by any bidder confirms its complete acceptance of the terms and conditions contained in this TOR.
- 11.20 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 respondent's own costs.
- 11.21 DIRCO will not be responsible for or pay any expense or losses which may be incurred by any bidder in the preparation and submission of the bid proposal and the costs of the proposal at all stages of the bid process shall be for each bidder's own account.
- 11.22 If the bidder is a company, a certified copy of the resolution of the Board of Directors (personally signed by the Chairman 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.
- 11.23 If the bidder is in partnership, a certified copy of the resolution of the partners (personally signed by all the partners) 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 partnership, must be submitted with this bid proposal.

- 11.24 If a bidder and its partner, or any person employed by him/her/it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO 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 which it may have in regard to any loss or additional cost or expenses, to immediately disqualify the bidder. The bidder will be responsible for all and any loss that DIRCO suffers as a result hereof.
- 11.25 All information and pricing will be treated as strictly confidential and will be used for the evaluation of the bid only. No information will be disclosed to parties outside of the bid evaluation committee.
- 11.26 Bidders must submit a covering letter on a letterhead signed by a duly authorised representative of the entity. The letter must include an acknowledgement in the following terms:  
"We hereby confirm that any or all the information disclosed in the bid response is true and correct and will be binding. We also agree to provide any documentary proof of such information that may be requested by DIRCO at any stage during the bid process".
- 11.27 Throughout this bid process and thereafter, prospective bidders must obtain from DIRCO written approval prior to the release of any information that pertains to the potential 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. In this regard DIRCO reserves the right to institute legal proceedings against the bidder.
- 11.28 DIRCO will treat all proposals as confidential until a contract is awarded or the process is completed. Thereafter, proposals and related documentation may be made available for inspection at DIRCO's sole discretion, except for material that is proprietary or confidential and that has been pointed out to DIRCO as such. DIRCO will not disclose or make public any information, which the bidder and its partner has marked "proprietary" or "confidential".
- 11.29 It is compulsory for all persons employed or contracted by the successful bidder/bidders and its partner and who will partake in this project to undergo security vetting.
- 11.30 DIRCO reserves the right to require the replacement of any person assigned to this project, should they not receive a successful security clearance, at the commencement of the contract.

## **12. DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION REQUIRES BIDDER(S) TO DECLARE**

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

- 12.1 Confirm that the bidder(s) is to:

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

### **13. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

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

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;



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

**14. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

14.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of International Relations and Cooperation relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

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

**15. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of International Relations and Cooperation its

employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

#### **16. INDEMNITY**

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

#### **17. PRECEDENCE**

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

#### **18. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. Department of International Relations and Cooperation shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

#### **19. TAX COMPLIANCE**

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

#### **20. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers Department of International Relations and

Cooperation reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

## **21. GOVERNING LAW**

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

## **22. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the Department of International Relations and Cooperation allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the Department of International Relations and Cooperation will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **23. CONFIDENTIALITY**

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

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

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

## **24. DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION PROPRIETARY INFORMATION**

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

## **25. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid **DIRCO: 07-2019/20**, the Department of International Relations and Cooperation may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

## **26. FEES AND PAYMENT SCHEDULE**

- 26.1 Fees must be quoted in South African currency.
- 26.2 All prices quoted must include Value Added Tax (VAT).
- 26.3 Price adjustments will be allowed at the times and periods specified in the Terms of Reference. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 26.4 Bidders should take note that the Department will pay within 30 days after the receipt of a valid tax invoice and after the services have been rendered to DIRCO's satisfaction.
- 26.5 The format of the quotation/price list must be in the same format as the specification list on the SBD 3.1 document, attached. Please do not submit in any other format.

## **27. CONTACT PERSONS AND SUBMISSIONS**

### **27.1 Enquiries**

All enquiries can be directed to Supply Chain Management:

Tel: +27 12 351 1928 /8640/0362

Email address: [kubayii@dirco.gov.za](mailto:kubayii@dirco.gov.za); [motloungr@dirco.gov.za](mailto:motloungr@dirco.gov.za) and [molekoas@dirco.gov.za](mailto:molekoas@dirco.gov.za)

### **27.2 Submission of Proposals**

- 27.2.1 Prospective 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**

The Department of International Relations and Cooperation

OR Tambo Building

460 Soutpansberg Road

Rietondale

Pretoria

0084

27.2.2 Submissions should be deposited or hand delivered to the above mentioned address on or before 11:00 am 16 January 2020.

27.2.3 The Compulsory briefing session will be held at DIRCO offices, OR Tambo Building, Multipurpose Centre, 460 Soutpansberg Road, Rietondale, Pretoria on 10 December 2019 at 10:00 am.

**Prospective bidders are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.**

*E-Mailed or faxed submissions shall not be accepted.*



## ANNEXURE A

Addresses	Country	Building	NORMAL USER : DESKTOPS	NORMAL USER : LAPTOPS	MID RANGE USER : LAPTOP
			No of Units	No of Units	No of Units
SA Consulate-General 200 S Michigan Ave Suite 600 -6514 Chicago, Illinois 60604	UNITED STATES	Chicago	10	5	
SA Consulate-General 6300 Wilshire Boulevard Suite 600 Los Angeles, CA 90048	UNITED STATES	Los Angeles	8	5	
SA Consulate-General(CG) 333 East 38th Street 9th Floor New York, NY 10016	UNITED STATES	New York CG/UN	15	36	
SA Permanent Mission (UN) 333 East 38th Street 9th Floor New York, NY 10016					
SA High Commission 15 Sussex Drive Ottawa, Ontario K1M 1M8	CANADA	Ottawa	10	6	
SA Consulate-General 110 Sheppard Ave East, Suite 600 Toronto, Ontario M2N6Y8 CANADA	CANADA	Toronto	7	4	
3051 Massachusetts Ave NW Washington DC 20008	UNITED STATES	Washington	29	28	2
		<b>Total units required</b>	<b>79</b>	<b>84</b>	<b>2</b>
		<b>Total/Region</b>			
K15:AM18		<b>Grand Total per Region</b>	<b>79</b>	<b>84</b>	<b>2</b>
SA Embassy SES Avenida das Nacoes QD. 801, Lote 6 70406-900 Brasilia-DF	Brazil	Brasilia	23	2	1
SA Embassy Ambassador Avenida Marcelo T de Alvear 590 Piso 8 C1058AAF Buenos Aires 1058	Argentina	Buenos Aires	14	2	

South African Embassy Edif. Atrium PH-1A Urb El-Rosal Av Sorocaima con Av Venezuela Chacao, Caracas, 1060 Venezuela	Venezuela	Caracas	12	2	
Embajada de Sudafrica Ave 5ta, No 4201, esq 42 Miramar, Playa Ciudad de La Habana	Cuba	Havana	15	2	
SA High Commission 15 Hillcrest Avenue Kingston 6 JAMAICA	Jamaica	Kingston	7	3	
South African Embassy Av. Victor Andres Belaunde 147 Edificio Real Tres "3" Office 801 San Isidro, L.27 Lima, PERU	Peru	Lima	18	3	
South African Embassy Andres Bello 10 Forum Building, 9th Floor Colonia Polanco C.P. 11560 MEXICO DF	Mexico	Mexico City	15	2	
SA Embassy Ambassador Territoria el Bosque Piso 4 Avenida Apoquindo 2827 Las Condes Santiago	Chile	Santiago	9	4	
SA Consulate-General 1754 Avenida Paulista 12th Floor 01310-920 Sao Paulo SP	Brazil	Sao Paulo	17	4	
SA High Commission No 4, Scott St St Claire Port of Spain TRINIDAD & TOBAGO	Trinidad & Tobago	Port of Spain	6	3	
		<b>Total units required</b>	<b>136</b>	<b>27</b>	<b>1</b>
		<b>Total/Region</b>			
		<b>Grand Total per Region</b>	<b>136</b>	<b>27</b>	<b>1</b>
SA Embassy 29 Alpenstrasse 3006 Berne	Switzerland	Bern	16	3	
SA Embassy to Belgium & Luxembourg, SA Mission to the European Union 17 – 19 Rue Montoyer 1000 Brussels	Belguim	Brussels	30	18	

SA Embassy Gammel Vartov Vej DK-2900 Hellerup Copenhagen, Denmark	Denmark	Copenhagen	14	3	
SA Embassy Alexandra House 2nd Floor, Earlsfort Centre Earlsfort Terrace DUBLIN 2	Ireland	Dublin	10	3	
65 Rue Du Rhône 1204 Geneva SWITZERLAND	Switzerland	Geneva	27	23	
SA Embassy o Alsnögatan 7, 6th Floor 116 41 – Stockholm – Sweden	Sweden	Stockholm	14	2	
SA Embassy Avenida Luis Bivar 10 1069-024 Lisbon	Portugal	Lisbon	15	3	
SA High Commission South Africa House 9 Duncannon Street Trafalgar Square LONDON WC2N 5DP	England	London	42	12	3
SA Embassy Edificio Lista Calle Claudio Coello 91-6 Cnr of J Ortega y Gasset Madrid 28006	Spain	Madrid	17	2	
SA Consulate-General Vicolo SGiovanni Sul Muro 4 20121 Milan	Italy	Milan	13	1	
SA Embassy 59 Quai d'Orsay 75343 Paris Cedex 07	France	Paris	52	4	
SA Embassy Drammensveien 88C 0271 OSLO	Norway	Oslo	7	7	
SA Embassy Ambassador - Via Tanaro 14 00198 Rome	Italy	Rome	23	2	
	Italy	Holy See			
SA Embassy Alsnögatan 7, 6th Floor 116 41 – Stockholm – Sweden	Sweden	Stockholm	18	3	
SA Embassy 40 Wassenaarseweg 2596 CJ THE HAGUE	Netherland	The Hague	17	2	
15 Whitehall LONDON SW1A 2DD	England	London Whitehall	26	0	



		Total units required	341	88	3
		Total/Region			
		Grand Total per Region	341	88	3
SA Embassy Cnr Airport Road & 25th Street Villa No A029 Al Mushref Area Abu Dhabi UNITED ARAB EMIRATES	United Arab Emirates	Abu Dhabi	15	2	
SA Embassy 17th Floor, Kaskad Business Centre Kabanbai batyra 6/1 ASTANA 010000 Kazakhstan	Kazakhstan	Astana	13	3	
South African Embassy 15 Bashir Al Shuraiqi Street North West Abdoun AMMAN	Jordan	Amman	9	3	
SA Embassy Filistin Sokak no 27 Gaziosmanpasa Ankara, 06700 TURKEY	Turkey	Ankara	16	2	
SA Embassy 60 Kiffisias Ave Marousi 15125	Greece	Athens	10	3	
SA Embassy I Tiergartenstrasse, 18 10785, Berlin Germany	Germany	Berlin	37	3	
SA Embassy 26-28 Stirbei Union International Business Centre 2nd floor Bucharest ROMANIA	Romania	Bucharest	10	2	
INTERNATIONAL RELATIONS Gárdonyi Géza út 17 1026 Budapest HUNGARY	Hungary	Budapest	14	0	
SA Embassy Al-Ghazaoui Str 7 Jadet Kouraiish West Mezzeh DAMASCUS	Syria	Damascus	10	2	

SA Embassy Saha 100 West Bay Lagoon Doha, State of QATAR	Qatar	Doha	13	0	
SA Consulate-General Khaleed bin al Waleed Street New Sharaf Bldg, 3rd Floor Bur Dubai Dubai, UAE	United Arab Emirates	Dubai	11	2	
SA Consulate-General Villa no 73 Abdullah Abuikhail Street Al-Khafidiya District JEDDAH	Saudi Arabia	Jeddah	12	2	
SA Embassy 9/2 Velyka Vasykivska STR 01004 KYIV C UKRAINE	Ukraine	Kiev	11	2	
South African Salwa Block 10, Street 1 House 91, Villa no 3&4 Kuwait City State of Kuwait	Kuwait	Kuwait City	10	3	
South Africa House 1384 Way 3017 Shatti Al Qurum Muscat OMAN	Oman	Muscat	14	2	
SA Embassy Granatny Pereulok 1 Building 9 123001 Moscow	Russia	Moscow	15	20	
Sub-office of the SA Embassy in Moscow Krasnoarmeyskaya Str 22A Office no 21 220034, Minsk Belarus	Moscow	Belarus Minsk	1	1	
SA Consulate-General Sendlinger-Tor-Platz 5 80336 Munich	Germany	Munich	17	1	
SA Embassy 65 Ruska Street Vrsovice 100 00 Prague 10	Cech republic	Prague	9	4	
SA Embassy King Khalid Road Um Al-Hammam East Riyadh KINGDOM OF SAUDI ARABIA	Saudi Arabia	Riyadh	22	4	

SA Embassy Ambassador 7, Shipka Street 1000 Sofia BULGARIA	Bulgaria	Sofia	9	2	
SA Embassy No 5 Yekta Street Vali-e-Asr Avenue Tajrish	Iran	Teheran	18	2	
SA Embassy & Permanent Permanent Mission to the UN Sandgasse 33 Vienna 1190 AUSTRIA	Austria	Vienna	27	2	3
SA Embassy 54 Koszykowa Trade Centre 6th Floor UL. Koszykowa 54 00-675 WARSAW	Poland	Warsaw	8	5	
		<b>Total units required</b>	<b>331</b>	<b>72</b>	<b>3</b>
		<b>Total/Region</b>			
		<b>Grand Total per Region</b>	<b>331</b>	<b>72</b>	<b>3</b>
South African Embassy Floor 12A, M Thai Tower All Season Place 87 Wireless Road Lumpini, Pratumwan Bangkok 10330 Kingdom of Thailand	Thailand	Bangkok	19	3	
South African Embassy 5 Dongzhimenwai Dajie Beijing 100600, PRC	China	Beijing	20	23	
SA High Commission 114 Rosmead Place Colombo 07 Sri Lanka	Sri Lanka	Colombo	8	2	
SA High Commission INTERNATIONAL RELATIONS Rhodes Place High Commissioner CNR 1st Secretary, State Circle Yarralumla Canberra ACT 2600	Australia	Canberra	19	3	

SA Consulate-General 19/F Central Plaza Room 1906-8 18 Harbour Road Wanchai HONG KONG	China	Hong Kong	10	2	
South African High Commission House 7 Street 58 Sector F-7/4 ISLAMABAD 5120	Pakistan	Islamabad	9	10	
South African Embassy 7th Floor, Suite 705 Wisma GKBI J1 Jend Sudirman No 28 Kav 9-122 Jakarta 10210 INDONESIA	Indonesia	Jakarta	13	2	
SA High Commission Suite 22, 01 Level 22 No.3 Jalan Kia Peng 50450 Kuala Lumpur Malaysia	Malaysia	Kuala Lumpur	14	7	
SA High Commission B18 Vasant Marg D Vasant Vihar New Delhi m 110 057 INDIA	India	New Delhi	18	3	
South African Embassy 29th Floor, Yuchengco Tower RCBC Plaza 6818 Ayala Avenue  Metro Manila, 1227	Philippines	Manila	10	3	
SA Consulate General 9th Floor, Urmi Estate 95 Ganpatrao Kadam Marg Lower Parel (W), Mumbai 400 013, INDIA	India	Mumbai	20	3	

South African Embassy 104 Dokseodang-ro (Hannam-Dong) Yongsan-gu Seoul, 140-884 South Korea	S Korea	Seoul	17	3	
SA High Commission 15th Floor Odeon Towers 331 North Bridge Road Singapore 188720	Singapore	Singapore	11	2	3
Suite 1301, 13th Floor Bank Tower Building 205 Dun Hwa North Road Taipei 105 Taiwan ROC	Taiwan	Taipei	14	2	
South African 4th Floor, Hanzomon First Building 1-4 Kojimachi - CHIYODA-KU Tokyo 102-0083, Japan	Japan	Tokyo	19	12	
SA Consulate-General 27th Floor, Room 2705/5 222 Yan An Road East Shanghai 200002 CHINA	China	Shanghai	18	2	
South African Embassy 3rd Floor, Central Building 31 Hai Ba Trung Street Hanoi VIETNAM	Vietnam	Hanoi	12	7	
SA High Commission Plot No 1 No 16 Kimberly Street Corner Gordon Street SUVA, Fiji	Fiji	Suva	6	2	
South African High Level 7, AON Centre 1 Willis Street Wellington, 6011 New Zealand	New Zealand	Wellington	8	4	
		<b>Total units required</b>	<b>265</b>	<b>95</b>	<b>3</b>
		<b>Total/Region</b>			
		<b>Grand Total per Region</b>	<b>265</b>	<b>95</b>	<b>3</b>
South African Embassy Lot IVO 68 Bis Ambassador Rue Ravoninahitriniarivo Ankorondrano 101 Antananarivo Madagascar	Madagascar	Antananarivo	13	4	

SA High Commission Plot 29, Queens Road Gaborone	Botswana	Gaborone	21	1	
SA Embassy 7 Elcombe Road Belgravia HARARE	Zimbabwe	Harare	18	3	
SA High Commission Av Eduardo Mondlane 41 Caixa Postal 1120 MAPUTO	Mozambique	Maputo	16	13	
SA High Commission Area 40 Plot 19 Convention Drive Lilongwe MALAWI	Malawi	Lilongwe	11	4	
SA High Commission 26D Cheetah Road Kabulonga Lusaka, ZAMBIA	Zambia	Lusaka	14	5	
SA High Commission Cnr Kingsway & Old School Road MASERU	Lesotho	Maseru	14	5	
SA High Commission The New Mall 2nd Floor Dr Sishayi Road Mbabane SWAZILAND	Swaziland	Mbabane	21	2	
SA High Commission RELATIONS cnr Nelson Mandela Ave & High Commissioner Jan Jonker Street 223-062 Windhoek REPUBLIC OF NAMIBIA	Namibia	Windhoek	25	2	
South African Embassy Voidjou Moroni COMOROS	Comoros	Moroni	10	2	
SA High Commission 4th floor British American Insurance Building 25 Pope Hennessy Street Port Louis	Mauritius	Port Louis	13	1	
SA Embassy No 77, Avenue Gombe, Kinshasa	DRC	Kinshasa	22	0	
SA Consulate General 2875 Lumumba Ave Lubumbashi Katanga DRC	DRC	Lumbumbashi	14	3	

SA Embassy Rua Premio Dubai Condominio Ouro Verde Município Da Samba, Sector ZRGA Luanda, Talatona, ANGOLA	Angola	Luanda	20	7	
South African Embassy Quartier Mardjan Daffac Ambassador 1124 Rue 3035 Avenue Gaourang N'Djamèna	Chad	N'djamena	7	4	
SA High Commission Rue 1801 Bastos Yaoundé CAMEROON	Cameroon	Yaoundé	21	3	
SA Embassy 82 Avenue Marechal Lyautey Brazzaville	Congo	Brazzaville	11	2	
South African Embassy Al-Jamhuriyah Street Ambassador (Al-Qadisiyah Square) Bin Ashour Tripoli	Libya	do06-508-800506- 508-800506-508- 8005	15	2	
		<b>Total units required</b>	<b>286</b>	<b>63</b>	<b>0</b>
		<b>Total/Region</b>			
		<b>Grand Total per Region</b>	<b>286</b>	<b>63</b>	<b>0</b>
SA High Commission Speed House No 1, 3rd Soula St Labone North Accra, GHANA	Ghana	Accra	10	2	
SA Embassy NOT 135/137 Tevagh Zeina Nouakchott MAURITANIA	Mauritania	Nouakchott	4	3	
Avenue Pascal ZAGRE – Villa No 149 Rue de BADNOGO – OUAGA 2000 12 BP: 296 Ouagadougou 12 Burkina Faso	Burkina Faso	Ouagadougou	11	3	
SA Embassy Villa Marc Andre Rue Monsignor René Kouassi Cocody President ABIDJAN	Ivory Coast	Abidjan	17	2	

SA High Commission Plot 371 Diplomatic Zone Central Business District Abuja	Nigeria	Abuja	26	2	
SA Embassy Batiment Diarra Hamdallaye ACI-2000 Bamako, MALI	Mali	Bamako	9	2	
South African Embassy Coleah Corniche Sud Mossoudougou CONAKRY Guinea	Guinea	Conakry	9	2	
SA Embassy Mermoz Sud Lotissement Ecole de Police Dakar, SENEGAL	Senegal	Dakar	19	4	
SA Embassy Caracolas Malabo Equatorial Guinea	Equatorial Guinea	Malabo	12	2	
SA Consulate-General 24 Moiade Okoya Thomas Street Victoria Island, Lagos Nigeria	Nigeria	Lagos	11	6	
SA Embassy 2nd Floor, "Les Arcades"-building 142 Rue de Chavannes Centreville Libreville, GABON	Gabon	Libreville	9	1	
SA Embassy 21, Rue du Stade Ambassador HYDRA, Algiers, 16000	Algeria	Algiers	23	2	
South African Embassy Avenue Amilcar Cabral (In front of UDIB Building) Bissau	Guinea Bissau	Bissau	13	2	
SA Embassy 7 Rue Achart Nord-Hilton Tunis TUNISIA	Tunisia	Tunis	10	2	
SA Embassy 34 Rue des Saadiens Quartier Hassan RABAT 10100	Morocco	Rabat	9	3	
SA Embassy Sophie Road House No 5 Congo Town Monrovia, LIBERIA	Liberia	Monrovia	7	2	



SA Embassy Avenue de la Radio Nord-QUEST Cite ORTN Niamey NIGER	Niger	Niamey	14	2	
SA Embassy Lot F4(Behind Air France) COTONOU – BENIN	Benin	Cotonou	11	1	
SA Embassy Embaizada da Republica da Africa do Sul Campo de Milho São Tomé SÃO TOMÉ & PRÍNCIPE	Sao Tome & Principe	Sao Tome	12	4	
		<b>Total units required</b>	<b>236</b>	<b>47</b>	<b>0</b>
		<b>Total/Region</b>			
		<b>Grand Total per Region</b>	<b>236</b>	<b>47</b>	<b>0</b>
SA Embassy Nifasilk Lafto, Subcity Kebele 03, South Africa Avenue (Old Airport Area) Addis Ababa	Ethiopia	Addis Abba	26	17	1
SA Embassy House 51/53 Hitseito Street 245 Tiravalo Asmara ERITREA	Eritrea	Asmara	4	4	
South African Embassy Address: No 5686 avenue de l'Independance Domain: NDAKALA ANNE Central African Republic BANGUI	CAR	Bangui	6	3	
South African Embassy Av De la Plage Parcel number 6510/DIV.A Quartier Asiatique Bujumbura, BURUNDI	Burundi	Bujumbura	16	3	
SA High Commission 15A Nakasero Road Kampala UGANDA	Uganda	Kampala	18	5	
SA High Commission 1370 Boulevard de l'Umuganda Kacyiru-Sud Kigali, RWANDA	Rwanda	Kigali	7	5	

SA Embassy Street 11, House 16, Block B9 Al-Amarat 585-080 Khartoum Rep of The Sudan	Sudan	Khartoum	7	6	
SA High Commission 3rd Floor Roshanmaer Place 00100 Lenana Road Nairobi	Kenya	Nairobi	20	7	
SA High Commission Plot No 218/50 and 219/50 Cnr Garden Ave and Shabani Robert Str DAR ES SALAAM 00-255-22	Tanzania	Dar Es Salaam	10	4	
SA Consulate-General House 873, Southern Block K-3-K Tonping Area Juba Southern Sudan	South Sudan	Juba	7	9	
South African Embassy 11 Road 200/203 Degla Maadi Cairo, Arab Republic of Egypt	Egypt	Cairo	27	1	
SA Representative Office to the PNA Al Masyoun Ramallah	Palestine	Ramallah	13	4	
SA Embassy Sason Hogi Tower, 17th Floor 12a Abba Hillel Silver St Ramat-Gan (Tel Aviv) 52506	Israel	Tel Aviv	10	5	
		<b>Total units required</b>	<b>171</b>	<b>73</b>	<b>1</b>
		<b>Total/Region</b>			
		<b>Grand Total per Region</b>	<b>171</b>	<b>73</b>	<b>1</b>
			<b>1845</b>	<b>549</b>	<b>13</b>

**TERMS OF REFERENCE ANNEXURE B**

**1. SYSTEM SPECIFICATIONS**

**a. Desktop Specifications**

<b>DESKTOP SPECIFICATION - NORMAL USER</b>		
<b>User Profile</b>	<b>Typical Application</b>	<b>Configuration</b>
General/Power User, Higher data/volume requirement, larger/more applications, multitasking, knowledge worker	Business Applications, Web, Email and office	All-In-One Desktop (built-in Form factor)
<b>Component</b>	<b>Minimum Configuration</b>	
CPU Base	Latest generation Intel® Core™ i5-8500 (9MB Cache, 3.40 GHz) or Similar	
FSB	2400	
Base RAM	8GB DDR4 at 2400MHz (1x8GB)	
HDD	500GB 7200rpm SATA	
Crypto Processor Trusted Platform Module	Minimum ver 1.2	
Graphics	Integrated Intel, with PCIe option	
Monitor	21.5" WLED, 1920x1080 FHD, 250 nit, Antiglare	
Standard Keyboard	Keyboard with Number Pad	
Standard Mouse	USB 2 button with wheel	
Inputs	1 x USB3.1 Type A Gen2 with 1 rapid charge	
	4 x USB 3.1 Type-A Gen1 with one support USB Smart Power On	
	1 x headphone and microphone combo jack	
Audio	Internal Speakers	
Networking	10/100/1000 Gigabit Ethernet	
Operating System certification	Windows 10 or Latest	
Power supply	110 - 240V 50/60mhz	
Power savings	Enabled by default, incl. Hibernate	
Form Factor	All-In-One	
Warranty	5 years onsite next business day warranty	
Power cable	Country compliant	

- All electrical connections must comply with the local power standards/requirements of the in country.
- Provide local language keyboards

<b>DESKTOP SPECIFICATION – MID RANGE BUSINESS USER</b>		
User Profile	Typical Application	Configuration
ICT Engineer, ICT Support, High end business users, Graphics designers, Web developers and content managers	Business Applications, Web, Email and office. ICT applications, Virtual machines and back office applications	All-In-One (Built-in, Mid-range)
<b>Component</b>		<b>Minimum Configuration</b>
CPU Base		Latest generation Intel® Core™ i7-8500 (9MB Cache, 3.40 GHz) or Similar
FSB		2666
Base Ram		16GB DDR4 at 2666 MHz (1x16GB)
HDD		1TB SSD
Crypto Processor Trusted Platform Module		Minimum ver 1.2
Graphics		Integrated Intel, with PCIe option
Monitor		23" 1920 x 1080 FHD,WLED, 250nits ,Antiglare
Standard Keyboard		Keyboard with Number Pad (See Annexure D)
Inputs		1 x USB3.1 Type A Gen2 with 1 rapid charge 4 x USB 3.1 Type-A Gen1 with one support USB Smart Power On 1 x headphone and microphone combo jack
Standard Mouse		USB 2 button with wheel
Audio		Internal Speakers
Networking		10/100/1000 Gigabit Ethernet
Power supply		110 - 240V 50/60mhz
Power savings		Enabled by default, incl. Hibernate
Form Factor		All-In-One built-in
Warranty		5 years onsite next business day service warranty
Power Cable		Country compliant

- All electrical connections must comply with the local power standards/requirements of the in country.
- Provide local language keyboards

**b. Laptop Specifications**

<b>LAPTOP SPECIFICATION – NORMAL USER</b>		
User Profile	Typical Application	Configuration
General/Power User, Higher data/volume requirement, larger/more applications, multitasking, knowledge worker	Business Applications, Web, Email and office	15" Laptop
Component	Minimum Configuration	
CPU base	Latest generation Intel® CoreT i5-8500 (9MB Cache, 3.40 GHz) or Similar	
RAM	8GB DDR4 at 2400MHz	
HDD	512GB PCIe SSD	
Security	Minimum TPM ver 1.2	
	Finger print reader	
Graphics	Integrated	
Video RAM	2GB	
Monitor	15.6 " FHD IPS (1920x1080) Antiglare 250nit	
Camera	HD Camera	
Audio	Internal speakers	
Networking	10/100/1000BTx / Wi-Fi, Wireless-N LAN card (1x1),Bluetooth, built-in LTE/4G	
Input/ Output Ports	1 x Thunderbolt 3	
	1 x USB-C	
	2 x USB 3.0	
	1 x HDMI	
	1 x headphone and microphone combo jack	
	1 X VGA	
Battery	Up to 11 hours working period with Rapid Charge	
Mouse	USB Mouse	
Operating system certification	Windows 10	
Power management	110- 240v 50/60Mhz	
Warranty	5 years onsite next business day service warranty	
Power Cable	Country compliant	

- All electrical connections must comply with the local power standards/requirements of the in country.
- The bidders shall supply an additional 10% of power adaptors of all laptops.

<b>LAPTOP SPECIFICATION – MID RANGE BUSINESS USER</b>		
User Profile	Typical Application	Configuration
ICT Engineer, ICT Support, High end business users, Graphics designers, Web developers and content managers	Business Applications, Web, Email and office Software Development Systems and Network Tools	17" laptops
Component		Minimum Configuration
CPU		Latest generation Intel® Core™ i7-8500 (9MB Cache, 3.40 GHz) or Similar
RAM		16 GB 2666 MHz DDR4
HDD		1TB PCIe SSD
Crypto Processor Trusted Platform Module		Minimum ver 1.2
Security		Finger print reader
Graphics		Integrated
Video RAM		4 GB
Monitor		17" with built-in high definition video camera
Networking		10/100/1000BTx / Wi-Fi, Wireless-N LAN card (1x1)
Input/ Output Ports		1 x Thunderbolt 3
		1 x USB-C
		2 x USB 3.0
		1 x HDMI
		1 x headphone and microphone combo jack
Mouse		USB Mouse
Operating system Certification		Windows 10
Power management		110 – 240v 50/60Mhz
Display output		VGA and HDMI
Battery		Up to 11 hours working period with Rapid Charge
Warranty		5 years onsite next business day service warranty
Power Cable		Country Compliant

- All electrical connections must comply with the local power standards/requirements of the in country.
- The bidders shall supply an additional 10% of power adaptors of all laptops.

TERMS OF REFERENCE ANNEXURE C

Service Category and Description	Service Availability	Service Entity Responsibility		Pricing Guidance
		Provider	DIRCO	
Asset Tagging Tag all new Devices with DIRCO standard asset tags	8:00 am to 17:00 Pm (GMT +2) Monday through Friday, excluding public holidays	Attach an asset tag to each new DEVICE or device prior to delivery.	Provide Asset tags standards. Provides Asset Tags.	<ul style="list-style-type: none"> <li>Included in pricing model.</li> </ul>
Call Logging	8:00 am to 17:00 Pm (GMT +2) Monday through Friday, excluding public holidays	Provide Faxing , Telephone, Portal and E-mail call logging capabilities	Log hardware faults with the supplier	<ul style="list-style-type: none"> <li>Included in pricing model.</li> </ul>
Hardware Break/Fix Repairs Facilitate the repair of all hardware related faults for in scope devices, and peripherals	8:00 am to 17:00 pm Globally according to local GMT Monday through Friday, excluding public holidays	<ul style="list-style-type: none"> <li>Tier 4 Troubleshooting, diagnoses and resolution for all in scope hardware devices.</li> <li>24/7 Call logging portal.</li> <li>Onsite Repair onsite and replacement of parts.</li> <li>Should the faulty device require parts that will need to be shipped; the bidder/s must provide a loan device to ensure service continuity</li> <li>No Hard Drive may be removed from the premises.</li> </ul>	<ul style="list-style-type: none"> <li>Log hardware faults with the supplier</li> <li>Conduct appropriate tests of repaired device to ensure the device is operating appropriately</li> <li>Provide Completion Certificate for resolved incident</li> </ul>	<ul style="list-style-type: none"> <li>Included in base cost for HW in warranty</li> <li>Time and Material for HW out of warranty</li> </ul>

Service Category and Description	Service Availability	Service Entity Responsibility		Pricing Guidance
		Provider	DIRCO	
		<ul style="list-style-type: none"> <li>• Hard Drive remains the property of DIRCO</li> <li>• Conduct appropriate tests of repaired device to verify correct operation.</li> <li>• Address recurring problems, performing root cause analysis and introducing modifications to the product configuration to resolve them, at your own cost.</li> <li>• To this end, the manufacturer is required to maintain an ongoing register of recurring problems and issues requiring attention, including remedial actions decided on and progress towards implementation.</li> </ul>		
Minimum Time to respond to fault	8:00 am to 17:00 pm Globally according to local GMT Monday through Friday, excluding public holidays	2 hours onsite response	Confirm to call logging processes	Included in pricing model.
Time to resolve hardware fault	8:00 am to 17:00 pm Globally according to local GMT Monday	<ul style="list-style-type: none"> <li>• 8 Hours (Working Hours)</li> <li>• Provide resolution reports</li> </ul>	<ul style="list-style-type: none"> <li>• Monitor the services</li> <li>• Confirm resolution</li> </ul>	Included in pricing model.



Service Category and Description	Service Availability	Service Entity Responsibility		Pricing Guidance
		Provider	DIRCO	
	through Friday, excluding public holidays			

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DIRCO 07-2019/20	CLOSING DATE:	16/01/2020	CLOSING TIME:	11:00am
DESCRIPTION	<b>INVITATION TO SERVICE PROVIDERS TO BID FOR THE PROCUREMENT, SUPPLY, DELIVERY AND SUPPORT OF DESKTOP AND LAPTOP COMPUTERS FOR DIRCO OFFICES ABROAD</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
460 SOUTPANSBERG ROAD RIETONDALE					
PRETORIA					
0084					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW ]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

**SBD 3.1**

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

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

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

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

Name of bidder.....	Bid number...DIRCO 07/2019/20
Closing Time 11:00am	Closing date: 13 January 2020

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

**Required by: DIRCO**

**Location: All DIRCO offices per annexure A**

**PRICE SUMMARY:**

<b>PRICE ELEMENT</b>	<b>PRICE OFFERED IN RAND</b>
Project Management	
Costs of all Equipment	
Equipment imaging and Shipment to all offices (Once Off pricing)	
Maintenance and Support for 5 Years	
<b>TOTAL</b>	
14% VAT	
<b>TOTAL PRICE OFFERED</b>	

**DESKTOP SPECIFICATION - NORMAL USER**

DESKTOP SPECIFICATION - NORMAL USER			Quantity	Unit Price (VAT Incl)	Total Amount (VAT Incl)
User Profile	Typical Application	Configuration	1205		
General/Power User, Higher data/volume requirement, larger/more applications, multitasking, knowledge worker	Business Applications, Web, Email and office	All-In-One Desktop (built-in Form factor)			
Component		Minimum Configuration			
CPU Base		Latest generation Intel® Core™ i5-8500 (9MB Cache, 3.40 GHz) or Similar			
FSB		2400			
Base RAM		8GB DDR4 at 2400MHz (1x8GB)			
HDD		500GB 7200rpm SATA			
Crypto Processor Trusted Platform Module		Minimum ver 1.2			
Graphics		Integrated Intel, with PCIe option			
Monitor		21.5" WLED, 1920x1080 FHD, 250 nit, Antiglare			
Standard Keyboard		Keyboard with Number Pad			
Standard Mouse		USB 2 button with wheel			
Inputs		1 x USB3.1 Type A Gen2 with 1 rapid charge			
		4 x USB 3.1 Type-A Gen1 with one support USB Smart Power On			
		1 x headphone and microphone combo jack			
Audio		Internal Speakers			
Networking		10/100/1000 Gigabit Ethernet			

Operating System certification	Windows 10 or Latest			
Power supply	110 - 240V 50/60mhz			
Power savings	Enabled by default, incl. Hibernate			
Form Factor	All-In-One			
Warranty	5 years onsite next business day warranty			
Power cable	Country compliant			

#### DESKTOP SPECIFICATION – MID RANGE BUSINESS USER

DESKTOP SPECIFICATION – MID RANGE BUSINESS USER			Quantity	Unit Price (VAT Incl)	Total Amount (VAT Incl)
User Profile	Typical Application	Configuration	122		
ICT Engineer, ICT Support, High end business users, Graphics designers, Web developers and content managers	Business Applications, Web, Email and office. ICT applications, Virtual machines and back office applications	All-In-One (Built-in, Mid-range)			
Component		Minimum Configuration			
CPU Base		Latest generation Intel® Core™ i7-8500 (9MB Cache, 3.40 GHz) or Similar			
FSB		2666			
Base Ram		16GB DDR4 at 2666 MHz (1x16GB)			
HDD		500 GB SSD			
Crypto Processor Trusted Platform Module		Minimum ver 1.2			
Graphics		Integrated Intel, with PCIe option			

Monitor	23" 1920 x 1080 FHD,WLED, 250nits ,Antiglare			
Standard Keyboard	Keyboard with Number Pad (See Annexure D)			
Inputs	1 x USB3.1 Type A Gen2 with 1 rapid charge			
	4 x USB 3.1 Type-A Gen1 with one support USB Smart Power On			
	1 x headphone and microphone combo jack			
Standard Mouse	USB 2 button with wheel			
Audio	Internal Speakers			
Networking	10/100/1000 Gigabit Ethernet			
Power supply	110 - 240V 50/60mhz			
Power savings	Enabled by default, incl. Hibernate			
Form Factor	All-In-One built-in			
Warranty	5 years onsite next business day service warranty			
Power Cable	Country compliant			

**LAPTOP SPECIFICATION – NORMAL USER**

LAPTOP SPECIFICATION – NORMAL USER			Quantity	Unit Price (VAT Incl)	Total Amount (VAT Incl)
User Profile	Typical Application	Configuration	187		
General/Power User, Higher data/volume requirement, larger/more applications, multitasking, knowledge worker	Business Applications, Web, Email and office	15" Laptop			
Component		Minimum Configuration			
CPU base		Latest generation Intel® Core™ i5-8500 (9MB Cache, 3.40 GHz) or Similar			
RAM		8GB DDR4 at 2400MHz			
HDD		500GB PCIe SSD			
Security		Minimum TPM ver 1.2			
		Finger print reader			
Graphics		Integrated			
Video RAM		2GB			
Monitor		15.6 " FHD IPS (1920x1080) Antiglare 250nit			
Camera		HD Camera			
Audio		Internal speakers			
Networking		10/100/1000BTx / Wi-Fi, Wireless-N LAN card (1x1), Bluetooth, built-in LTE/4G			
Input/ Output Ports		1 x Thunderbolt 3			
		1 x USB-C			
		2 x USB 3.0			
		1 x HDMI			
		1 x headphone and microphone combo jack			
		1 X VGA			



LAPTOP SPECIFICATION – NORMAL USER		Quantity	Unit Price (VAT Incl)	Total Amount (VAT Incl)
Battery	Up to 11 hours working period with Rapid Charge			
Mouse	USB Mouse			
Operating system certification	Windows 10			
Power management	110- 240v 50/60Mhz			
Warranty	5 years onsite next business day service warranty			
Power Cable	Country compliant			

#### LAPTOP SPECIFICATION – MID RANGE BUSINESS USER

LAPTOP SPECIFICATION – MID RANGE BUSINESS USER			Quantity	Unit Price (VAT Incl)	Total Amount (VAT Incl)
User Profile	Typical Application	Configuration	103		
ICT Engineer, ICT Support, High end business users, Graphics designers, Web developers and content managers	Business Applications, Web, Email and office Software Development Systems and Network Tools	17" laptops			
Component	Minimum Configuration				

LAPTOP SPECIFICATION – MID RANGE BUSINESS USER		Quantity	Unit Price (VAT Incl)	Total Amount (VAT Incl)
CPU	Latest generation Intel® CoreT i7-8500 (9MB Cache, 3.40 GHz) or Similar			
RAM	16 GB 2666 MHz DDR4			
HDD	500GB PCIe SSD			
Crypto Processor Trusted Platform Module	Minimum ver 1.2			
Security	Finger print reader			
Graphics	Integrated			
Video RAM	4 GB			
Monitor	17" with built-in high definition video camera			
Networking	10/100/1000BTx / Wi-Fi, Wireless-N LAN card (1x1)			
Input/ Output Ports	1 x Thunderbolt 3			
	1 x USB-C			
	2 x USB 3.0			
	1 x HDMI			
	1 x headphone and microphone combo jack			
Mouse	USB Mouse			
Operating system Certification	Windows 10			
Power management	110 – 240v 50/60Mhz			
Display output	VGA and HDMI			
Battery	Up to 11 hours working period with Rapid Charge			
Warranty	5 years onsite next business day service warranty			
Power Cable	Country Compliant			

**LAPTOP SPECIFICATION – HIGH END BUSINESS USER**

LAPTOP SPECIFICATION – HIGH RANGE BUSINESS USER			Quantity	Unit Price (VAT Incl)	Total Amount (VAT Incl)
User Profile	Typical Application	Configuration	6		
ICT Engineer, ICT Support, High end business users, Graphics designers, Web developers and content managers	Business Applications, Web, Email and office Software Development Systems and Network Tools	17" laptops			
Component		Minimum Configuration			
CPU		Latest generation Intel® Core™ i7-8500 (9MB Cache, 3.40 GHz) or Similar			
RAM		32 GB 2666 MHz DDR4			
HDD		1TB PCIe SSD			
Crypto Processor Trusted Platform Module		Minimum ver 1.2			
Security		Finger print reader			
Graphics		Integrated			
Video RAM		4 GB			
Monitor		17" with built-in high definition video camera			
Networking		10/100/1000BTx / Wi-Fi, Wireless-N LAN card (1x1)			
Input/ Output Ports		1 x Thunderbolt 3			
		1 x USB-C			
		2 x USB 3.0			
		1 x HDMI			
		1 x headphone and microphone combo jack			
Mouse		USB Mouse			

<b>LAPTOP SPECIFICATION – HIGH RANGE BUSINESS USER</b>		<b>Quantity</b>	<b>Unit Price (VAT Incl)</b>	<b>Total Amount (VAT Incl)</b>
Operating system Certification	Windows 10			
Power management	110 – 240v 50/60Mhz			
Display output	VGA and HDMI			
Battery	Up to 11 hours working period with Rapid Charge			
Warranty	5 years onsite next business day service warranty			
Power Cable	Country Compliant			

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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, shareholder<sup>2</sup>, 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.

<sup>1</sup>"State" means –

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

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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



**4 DECLARATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

80/20                      or                      90/10

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

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

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

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

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

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
---

### 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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

SBD 8

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js365bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**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.

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## 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](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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



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

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

Js General Conditions of Contract (revised July 2010)