

RFQ NO. 028/2017



REQUEST FOR FORMAL QUOTATION

FOR THE

BANQUET TABLE TOP REPLACEMENT

(RETURNABLE DOCUMENT)

APPROVED AND ISSUED BY:

.....

SUPPLY CHAIN MANAGER: CAPE TOWN INTERNATIONAL CONVENTION CENTRE COMPANY SOC (LTD) (RF)

PO Box 8120
ROGGEBAAI
8012

May 2017

CONTEXTUALISING THE CTICC

The CTICC prides itself on being a leading convention centre on the African continent and is continually setting the benchmark in terms of global best practice within the meetings and events industry.

The CTICC serves several markets across key sectors, namely: international and national conferences, exhibitions, trade fairs, banquets, films and photoshoots and special events.

Over the past 13 years, the CTICC has enjoyed business success through maintaining high standards and service excellence, as well as leading in triple bottom line sustainability. Every aspect of business is underpinned by environmental, social and economic sustainability in order to create exceptional client and guest experiences.

Integrating these principles has enabled the CTICC to become an invaluable contributor to the sustainable growth and development of Cape Town, the Western Cape and South Africa as a whole – injecting more than R32 billion into the national Gross Domestic Product (GDP), and more than R28.8 billion directly to the Western Cape Gross Geographic Product (GGP). More than 98 000 direct and indirect jobs have also been created and sustained throughout the construction and operation of the centre.

The CTICC's vision is to become one of the world's top 10 leading long-haul international convention centres by 2020.

The CTICC's mission is to:

- Maximise economic spin-off and job creation
- Focus on innovation and exceeding expectations
- Achieve service excellence by building capable and quality staff
- Become a world leader in sustainable initiatives.

The CTICC views its brand as a connector; a brand which brings people together and offers valuable, memorable experiences.

As a municipal entity, the CTICC is required to adhere to the Municipal Finance Management Act of South Africa, 2003 (Act No. 56 of 2003) as well as the relevant Supply Chain Regulations. Approximately two-thirds of the CTICC's procurement takes place through SMMEs. BBBEE procurement-spend by the centre for the 2015/16 financial year increased by 7% to 93% of total procurement.

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T1.1 Quotation Notice and Invitation to Quote

THE CAPE TOWN INTERNATIONAL CONVENTION CENTRE INVITES QUOTATIONS FOR RFQ NO. 028/2017: BANQUET ROUND TABLE TOP REPLACEMENT

Suitably qualified, experienced and registered companies are hereby invited to submit proposals to the Cape Town International Convention Centre (CTICC) for the following quotation:

BID NUMBER	SCORING MECHANISM	COLLECTION DETAILS		
		DATE	TIME	VENUE
RFQ 028/2017 Banquet Table Top Replacement	80/20 80 = PRICE 20 = BBBEE STATUS	22 May 2017	10H00	CTICC Main reception

The following personnel may be contacted only in writing in respect of enquiries with the subject line: **"RFQ NO. 028/2017 – Enquiries"** - Enquiries: Mr. Wayne Jefta at waynej@cticc.co.za;

RFQ documents shall be purchased forwarded via email from 10 May 2017. Please reserve yourself a set of RFQ documents, by sending an email to pbelokazim@cticc.co.za.

To ensure that bids are not invalidated, bid documents must be completed in accordance with the terms and conditions stated on them. The completed original bid documents must be placed in a sealed A4 envelope – clearly stating the bid number and name of bidder. The sealed bids must be deposited into **Tender box 2** situated at the reception area on the ground floor of the Cape Town International Convention Centre.

CLOSING DATE AND TIME FOR BID: 29 May 2017 AT 12:00

All bids received will be opened in public, late proposals and proposals submitted by e-mail or fax will under no circumstances be accepted. The CTICC reserves the right to withdraw any proposal, invitation and/or to re-advertise or to reject any proposals or to accept any part of it. The CTICC does not bind itself to accepting the lowest bid or to award a contract to the bidder who scores the highest number of points. Requirements for sealing, addressing, delivery, opening and assessment of quotations are stated in the Quotation Data.

T1.2 RFQ Data

T1.2.1 General

Price(s) quoted must be valid for at least thirty (30) days from the date of your offer.

Price(s) quoted must be firm and must be inclusive of VAT.

A firm delivery period must be indicated.

Quotations with a value exceeding R30 000.00 (VAT incl.) must be accompanied by a South African Revenue Services Tax Clearance Certificate as evidence that the tax matters of the entity are in good standing, the relevant MBD documentation for quotations duly completed, and the enclosed Declaration of interest (MBD 4), Declaration of Past SCM Practices (MBD 8) and Certificate of Independent Proposal Determination (MBD 9), must be scrutinised, completed and submitted together with your quotation.

The successful provider will be the one scoring the highest points in the event of the lowest bid exceeding R30 000.00 and lower than R200 000.00 (VAT Incl.).

Late or faxed quotations will not be considered. The CTICC reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. The CTICC does not bind itself to accepting the lowest quotation.

Failure to comply with the highlighted conditions will invalidate your offer.

This request for formal quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract and where applicable, the Special Conditions of Contract.

No quotations will be considered from persons in the service of the state (see definition on MBD 4 attached)

The CTICC may verify any information submitted in terms of this proposal and any information that is incorrect may result in that quotation being automatically disqualified and not considered further.

T1.2.2 Responsiveness Criteria

No quotation may be considered by the CTICC unless it meets the following responsiveness criteria (for the RFQ to be considered responsive, the offer must meet the following requirements):

The quotation must be properly received in a sealed envelope clearly indicating the description of the service and the Request for Quotation number for which the offer is submitted.

The quotation must be deposited in the relevant tender box as indicated on the notice of the bid on or before the closing date and time of the bid.

The official quotation document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, it will be deemed to be not applicable.

The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).

If the entity submitting a bid is a Joint Venture or Consortium or Partnership, each party to that formation must submit all the above information.

The bidder's details must be provided.

All the Returnable Schedules must be completed and signed (where applicable).

Quotations must not exceed R 200 000.00 (VAT Incl.)

T1.2.3 Evaluation of quotations

All quotations received shall be evaluated in terms of the Supply Chain Management Regulations and the CTICC Supply Chain Management Policy.

The CTICC reserves the right to accept all, some, or none of the offers submitted – either wholly or in part – and it is not obligated to accept the lowest bid.

By submitting this proposal, the bidder authorises the CTICC or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reflect the ability of the bidder to provide the goods / services required by the bidder.

If the service provider is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COIDA), the service provider shall submit either a Letter of Good Standing issued by the Compensation Commissioner in terms of the COIDA, confirming that the service provider is registered as an employer in terms of the COIDA; or confirmation of cover with a licenced compensation insurer for the full extent of the service provider's potential liability as contemplated in terms of Section 84 of the COIDA.

T1.2.3.1 Areas to be included in the evaluation process:

In terms of the evaluation criteria referred to below, bidders are required to provide all information requested below with their bid submission in order to score points for functionality. The onus remains with bidders to submit evidence in order to substantiate below functionality criteria:

- a. Price and Preference Points

T1.2.3.2 Evaluation Points Score

The point allocation for this request for quotation will be as follows:

Price	80 points
BBBEE status	20 points
Total	100 points

T2.1 List of Returnable Documents

The bidder must complete the following Returnable Documents in **black ink**:

T2.1.1. Returnable Schedules required for quotation evaluation purposes

	Pages
1 : COMPULSORY DECLARATION.....	23-24
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7: PREFERENCING SCHEDULE WHERE PREFERENCES ARE GRANTED IN RESPECT OF BBBEE (MBD 6.1)	14-19
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T2.2 Returnable Schedules

SCHEDULE 1: COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS information

Tax reference number	
VAT registration number	(state <i>Not Registered</i> if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number (If applicable)	
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Section 5: Particulars of principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No.71 of 2008) or a member of a close corporation registered in terms of Close Corporations Act, 1984, (Act No.69 of 1984).

Full name of principal	Identity number	Personal tax reference number

* Attach separate page, if necessary.

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past five years for reason other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

- Yes No (tick appropriate box)

If yes, provide particulars (insert separate page of necessary)

Section 9: Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- i) neither the name of the tendering entity, nor any of its principals, appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No.12 of 2004); or
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za);
- ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

SCHEDULE 2: TAX CLEARANCE CERTIFICATE (MBD 2)

Obtain a "Tax Clearance Certificate for Tenders" from your local SA Revenue Service office or via SARS eFiling.

The following conditions will apply to this Tender:

1. It is an absolute requirement that the taxes of all South African Bidders are in order, or that a suitable arrangement has been made with the Receiver of Revenue to satisfy them. Proof of this arrangement must be submitted with the Tender.
2. Bidders are therefore required to obtain a valid Tax Clearance Certificate from the local Receiver of Revenue where such Bidder is registered for Income Tax purposes or via SARS eFiling.
3. The Tax Clearance certificate(s) relating to this Tender should be valid at the closing date of this particular Tender.
2. Each party to a Consortium / Joint Venture / Sub-contractors must complete a separate declaration.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this bid. Certified copies of the Tax Clearance Certificate **will not** be acceptable.
4. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

Alternatively, the tenderer shall complete the declaration below.

I,(name)

The undersigned in my capacity as.....(position)

On behalf of(name of company)

Herewith grant consent that SARS may disclose to the Cape Town International Convention Centre Company SOC (CTICC) our tax compliance status. For this purpose our unique security personal identification number (PIN) is

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 3: CONFIRMATION OF CTICC AND CENTRAL SUPPLIER DATABASE REGISTRATION

Company Name		
CTICC Supplier Database	Registered	YES/NO
	Supplier Code	
Central Supplier Database (a copy of the CSD summary report must be attached to this schedule)	Registered	YES/NO
	Supplier Code	
	Unique 36 Character Registration Code	

Bidders who are not registered on the CTICC and/or Central Supplier Databases are not precluded from submitting quotations, but must however be registered prior to the evaluation of quotations in order for their quotations to be responsive.

In this regard it is the sole responsibility of bidders to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

SIGNED ON BEHALF OF BIDDER:.....

*** Cape Town International Convention Centre and Central Supplier Database Registration**

Only those bidders who are registered on the Cape Town International Convention Centre Supplier Database and the Central Supplier Database as a service provider prior to the closing date of this bid are eligible to have their quotations evaluated. The employer will only enter into a formal contract with a bidder who is registered on both databases. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Bidders who wish to register on the Cape Town International Convention Centre Supplier Database may download the supplier application form from our website www.cticc.co.za under the ABOUT CTICC tab.

Bidders who wish to register on the Central Supplier Database may do so online on www.csd.gov.za and click on the REGISTER A NEW CSD ACCOUNT tab.

SCHEDULE 4: DECLARATION OF INTEREST (MBD4)

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars.....
.....
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars.....
.....
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES /NO**
 - 3.11.1 If yes, furnish particulars.....

.....
3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars.....
.....

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state **YES/NO**

3.13.1 If yes, furnish particulars.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES/NO**

3.14.1 If yes, furnish particulars:.....
.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity³ or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (d) a member of the accounting authority⁴ of any national or provincial public entity; or
- (e) an employee of Parliament or a provincial legislature.

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

³ "National or provincial public entity" shall bear the meaning as defined in the PFMA. Major public entities are listed in schedule 2 of the PFMA and other public entities are listed in schedule 3 of the PFMA.

⁴ "Accounting authority" means the board or other controlling body of a public entity, or if the public entity does not have a controlling body, the chief executive officer or other person in charge of the public entity unless specific legislation applicable to that public entity designates another person.

SCHEDULE 5: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (No. 56 of 2003)

MBD 8

Item	Question	Yes	No
1.1	Is the Bidder or any of its directors listed on the National Treasury's database as a company or person 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"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Quotation 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"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Bidder and the municipality / municipal entity or any other 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"/>
1.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME),
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

***where the entity is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule**

SCHEDULE 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting this quotation for Contract No. **RFQ 028/2017 Banquet Table Top Replacement** in response to the invitation for the quotation made by CTICC, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of (name of bidder)
that:

1. I have read and I understand the contents of this Certificate;
2. I understand that this quotation 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 this quotation on behalf of the bidder;
4. Each person whose signature appears on this quotation has been authorized by the bidder to determine the terms of, and to sign, the quotation, on behalf of the bidder;
5. For the purposes of this Certificate and this quotation, 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 quotation in response to this invitation to quotation;
 - (b) could potentially submit a quotation in response to this invitation to quotation, 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 this quotation independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive quotationing;
7. In particular, without limiting the generality of paragraph 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 quotation;
 - (e) the submission of a quotation which does not meet the specifications and conditions of the quotation; or
 - (f) quoting with the intention not to win the quotation;
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 invitation to quotation relates;
9. The terms of this quotation 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 quotation opening or of the awarding of the contract;.
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to quotations and contracts, quotations 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

SCHEDULE NO. 7: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of CTICC's Supply Chain Management Policy, Clause 21(d)(ii)

QUOTATION NO.: RFQ 028/2017: BANQUET ROUND TABLE TOP REPLACEMENT
NAME OF THE BIDDER:

FURTHER DETAILS OF THE BIDDER(S); PROPRIETOR / DIRECTOR(S) / PARTNERS, ETC:

Physical Business address of the Bidder	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Bid Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I,(FULL NAME IN BLOCK LETTERS), the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature..... **THUS DONE AND SIGNED** for and on behalf on the Bidder / Contractor
 at on the day of 20.....
(PLACE) (DATE) (MONTH) (YEAR)

Please Note:
Even if the requested information is not applicable to the Bidder, the table above should be endorsed Not Applicable and THIS DECLARATION MUST STILL BE SIGNED

SCHEDULE 8: PREFERENCING SCHEDULE

PF1: 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

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

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	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

THE CONTRACT

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance	22 – 23

Part C2: Pricing Data

Pages	
C2.2 Pricing Schedule	24

Part C3: Scope of Works

	Pages
C3.1 Scope of Work	25

Part C4: Conditions of Contract

	Pages
C4.1 Special Conditions of Contract.....	26
C4.2 General Conditions of Contract	28-36

C1.1 Form of Offer and Acceptance

C1.1.1 Offer

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO. RFQ 028/2017: BANQUET ROUND TABLE TOP REPLACEMENT

The tenderer, identified in the offer signature block, has examined the documents listed in the quotation data and returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS AS PER SECTION C2.2: PRICING SCHEDULE:

Rand.....
.....(in words);
R.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)
Name(s)
Capacity

for the tenderer

(Name and address of organization/tenderer)
.....

Name and signature of witness Date

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Conditions of contract

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives the notice of award. Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer
Cape Town International Convention Centre
Convention Square
1 Lower Long Street
Cape Town

Name and signature of witness

Date

C2.2 Pricing Schedule

**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

OFFER TO BE VALID FOR 30 DAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE				
ITEM	DESCRIPTION	UNITS	UNIT PRICE	TOTAL RAND VALUE
1	Round Banquet Table Tops			
2	Square Banquet Table Top			
3	ADD: 14% VAT			
4	TOTAL (INCL. VAT)			

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

I, the undersigned, do hereby declare that the above is a properly priced schedule forming part of this contract document upon which my/our quotation for **RFQ028/2017: BANQUET ROUND TABLE TOP REPLACEMENT** has been based.

SIGNED ON BEHALF OF THE BIDDER:

C3.1 Scope of Works

C3.1.1 Purpose

- a. The table tops will be purchased to replace current table tops which have deteriorated over the past few years and are due for an upgrade.
- b. It will be purchased to present our banquet tables in pristine fashion reflecting the 5* property values of the CTICC
- c. It will maintain and enhance operational capacity for future events and reduce our rental of banquet tables for the larger event which the CTICC hosts.

C3.1.2 Specifications

- a. 32 x Banquet Round Table Tops seating 10 guests each on the following specifications:
Size: 1800mm x 1800mm
Color: Off-White
Edge: Impact Edging
Quality: ULTRA-DURABLE Soft PVC Underlay Covered Top
- b. 32 x Banquet Square Table Tops seating 8 - 12 guests each on the following specifications.

Size: 1800mm x 1800mm
Color: Off-White
Edge: Impact Edging
Quality: ULTRA-DURABLE Soft PVC Underlay Covered Top
- c. The successful bidder will be required to provide samples of both Round & Square table tops to the CTICC for approval on quality and color.

C4.1 Special Conditions of Contract

C4.1.1 Precedence of special conditions of contract

In the event that the special conditions of contract conflict with the general conditions of contract, the special conditions of contract shall always take precedence.

C4.1.2 Duration

This contract shall be for a period of two (2) years, starting from the date of award and ending 31 October 2016. The Employer may, at its sole discretion extend the duration of the contract for a period not exceeding one (1) year. Such extension shall be communicated to the service provider no later than one (1) month prior to the expiry of the initial two (2) year period.

C4.1.3 Insurance

Not applicable

C4.1.4 Replacement of key personnel

The service provider is required to obtain the Employer's prior approval in writing before replacing any of the key personnel listed at the time of quotation.

C4.1.5 Copyright

Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised by the service provider in the course of the consultancy service is vested with the **Employer (Cape Town International Convention Centre Company SOC (LTD) (RF)).**

C4.1.6 Tax Invoices

C4.1.6.1 The service provider shall provide a tax invoice (VAT invoice) which complies with the provisions of the Value Added Tax Act of 1991 within **21 business days** of the supply.

C4.1.6.2 The tax invoice referred to in C4.1.6.1 above shall also include the purchase order number issued to the service provider by the Employer. Failure by the Service Provider to include the purchase order number on the invoice shall result in non-payment of the invoiced amount.

C4.1.6.3 In all instances, the invoices shall only be issued and dated when the services have been rendered in full, unless otherwise agreed to by the CTICC.

C4.1.6.4 Failure by the service provider to provide a tax invoice (VAT invoice) timeously may delay payment by the CTICC and no interest shall accrue.

C4.1.7 Statement

The service provider shall, on the last calendar day of each month, issue a statement to the Employer in which the amount owed to the service provider is itemised at an

invoice level. Notwithstanding this, the CTICC shall only pay on an invoice as envisaged in C4.1.6 above and not the statement.

C4.1.8 Payment terms

All invoices for goods supplied and services rendered shall be paid no later than 30 days of the ensuing month, provided that services rendered or goods received were found to be of an acceptable level. The ensuing month shall be determined by the month reflecting on the invoice.

C4.2 General Conditions of Contract

C4.2.1 Definitions

The following terms shall be interpreted as indicated:

- C 4.2.1.1 "Closing time" means the date and hour specified in the quotation documents for the receipt of Quotations.
- C 4.2.1.2 "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.
- C 4.2.1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- C 4.2.1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- C 4.2.1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- C 4.2.1.6 "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.
- C 4.2.1.7 "Day" means calendar day.
- C 4.2.1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- C 4.2.1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- C 4.2.1.10 "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 goods are so delivered and a valid receipt is obtained.
- C 4.2.1.11 "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.
- C 4.2.1.12 "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.
- C 4.2.1.13 "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 Quotation submission) designed to establish Quotation prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- C 4.2.1.14 "GCC" means the General Conditions of Contract.
- C 4.2.1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- C 4.2.1.16 "Imported content" means that portion of the quotation 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 goods covered by the Quotation will be manufactured.

- C 4.2.1.17 "Local content" means that portion of the quotation price, which is not included in the imported content provided that local manufacture does take place.
- C 4.2.1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- C 4.2.1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- C 4.2.1.20 "Project site," where applicable, means the place indicated in quotation documents.
- C 4.2.1.21 "Purchaser" means the organization purchasing the goods.
- C 4.2.1.22 "Republic" means the Republic of South Africa.
- C 4.2.1.23 "SCC" means the Special Conditions of Contract.
- C 4.2.1.24 "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.
- C 4.2.1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- C 4.2.1.26 "Tort" means in breach of contract.
- C 4.2.1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- C 4.2.1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

C4.2.2 Application

- C4.2.2.1 These general conditions are applicable to all Quotations, contracts and orders including Quotations for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the quotation documents.
- C4.2.2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- C4.2.2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

C4.2.3 General

- C4.2.3.1 Unless otherwise indicated in the quotation documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Quotation. Where applicable a non-refundable fee for documents may be charged.
- C4.2.3.2 Invitations to Quotation are usually published in locally distributed news media and on the municipality/municipal entity website.

C4.2.4 Standards

- C4.2.4.1 The goods supplied shall conform to the standards mentioned in the quotation documents and specifications.

C4.2.5 Use of contract documents and information inspection

- C4.2.5.1 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.
- C4.2.5.2 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.
- C4.2.5.3 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.
- C4.2.5.4 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.

C4.2.6 Patent Rights

- C4.2.6.1 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.
- C4.2.6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

C4.2.7 Performance security

- C4.2.7.1 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.
- C4.2.7.2 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.
- C4.2.7.3 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 quotation documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- C4.2.7.4 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.

C4.2.8 Inspections, tests and analyses

- C4.2.8.1 All pre-quotation testing will be for the account of the bidder.
- C4.2.8.2 If it is a Quotation condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- C4.2.8.3 If there are no inspection requirements indicated in the quotation 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.
- C4.2.8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- C4.2.8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- C4.2.8.6 Goods 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.
- C4.2.8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- C4.2.8.8 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 22 of GCC.

C4.2.9 Packing

- C4.2.9.1 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.
- C4.2.9.2 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, and in any subsequent instructions ordered by the purchaser.

C4.2.10 Delivery and documents

- C4.2.10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

C4.2.11 Insurance

C4.2.11.1 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.

C4.2.12 Transportation

C4.2.12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

C4.2.13 Incidental Services

C4.2.13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (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.

C4.2.13.2 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.

C4.2.14 Spare parts

C4.2.14.1 As specified, 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.

C4.2.15 Warranty

C4.2.15.1 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.

C4.2.15.2 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.

C4.2.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

C4.2.15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

C4.2.15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.

C4.2.16 Payment

C4.2.16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

C4.2.16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

C4.2.16.3 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.

C4.2.16.4 Payment will be made in Rand unless otherwise stipulated.

C4.2.17 Prices

C4.2.17.1 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 Quotation, with the exception of any price adjustments authorized or in the purchaser's request for Quotation validity extension, as the case may be.

C4.2.18 Variation orders

C4.2.18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

C4.2.19 Assignment

C4.2.19.1 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.

C4.2.20 Subcontracts

C4.2.20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Quotation. Such notification, in the original Quotation or later, shall not relieve the supplier from any liability or obligation under the contract.

C4.2.21 Delays in the supplier's performance

- C4.2.21.1 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.
- C4.2.21.2 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.
- C4.2.21.3 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 goods are required, or the supplier's services are not readily available.
- C4.2.21.4 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 22.2 without the application of penalties.
- C4.2.21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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.

C4.2.22 Penalties

- C4.2.22.1 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.

C4.2.23 Termination for default

- C4.2.23.1 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

C4.2.23.2 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.

C4.2.24 Antidumping and countervailing duties and rights

C4.2.24.1 When, after the date of Quotation, 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

C4.2.25 Force Majeure

C4.2.25.1 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.

C4.2.25.2 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.

C4.2.26 Termination for insolvency

C4.2.26.1 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.

C4.2.27 Settlement of Disputes

C4.2.27.1 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.

C4.2.27.2 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.

C4.2.28 Limitation of Liability

C4.2.28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

C4.2.28.2 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 for goods delivered and / or services rendered according to the prescripts of the contract.

C4.2.28.3 Except in cases of criminal negligence or wilful 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.

C4.2.29 Governing language

C4.2.29.1 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.

C4.2.30 Applicable law

C4.2.30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

C4.2.31 Notices

- C4.2.31.1 Every written acceptance of a Quotation 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 Quotation or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- C4.2.31.2 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.
- C4.2.32 Taxes and duties**
- C4.2.32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- C4.2.32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- C4.2.32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Quotation SARS must have certified that the tax matters of the preferred bidder are in order.
- C4.2.32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- C4.2.33 Transfer of contracts**
- C4.2.33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- C4.2.34 Amendment of contracts**
- C4.2.34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- C4.2.35 Prohibition of restricted practices**
- C4.2.35.1 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.
- C4.2.35.2 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 section 59 of the Competition Act No. 89 of 1998.
- C4.2.35.3 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.