



REQUEST FOR QUOTATION

RFQ/2022-2023/014/Office Furniture

Date Issued: 09 November 2022

Compulsory Site Visit: 14 November 2022

Closing date and time: 11am Friday 18 November 2022

RFQ Validity Period: 120 Days

TENDER BOX ADDRESS:

The dti Campus
77 Meintjies Street
Block C, First Floor
Sunnyside
Pretoria

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1 GENERAL INFORMATION

1.1 Purpose

The Competition Tribunal (Tribunal) is constituted in terms of the Competition Act, 1998 (Act No. 89 of 1998) and its role is to promote and maintain competition in the economy. It is a public entity reporting to the Department of Trade Industry and Competition.

The Tribunal is requesting quotations from service providers for Furniture items as illustrated and listed below.

ITEM	NO	SPECIFICATIONS	COLOUR	Local Content
Corner Desk	1	Coimbra Office Desk Sets Consisting Of: 1 - Core Desk, 32mm top with wooden side and modesty panel, cable management outlet with round metal reticulated leg 1 - 900X600 silver roller door credenza lockable incl. shelf and 32mm top 1 - Desk Height drawer pedestal with Pen and Pencil drawer, 2 drawer 1 Deep file Drawer and central locking including 32mm top - Universal set credenza and pedestal can be placed either LHS/RHS		90%
Coat Hanger	1	Coat Hanger – Silver - Silver Stand with 6 Hooks 2 Hangers to match		100%
Office Chair	12	Black Netone – High Back Chair - Mesh Back - Unique pivot lumbar support. - Lateral flexibility in the backrest. 3D height adjustable armrests. - Seat depth adjustment - Tension adjustment - Synchronous mechanism 5 Star base and castors		65%

Bulk Filing System (Zippel)	1	Bulk Filing System • 4 Bay • 2270mm (H) • 1100mm (W) • 2240mm (L) • 360mm Deep • 800mm walk in space		100%
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2 LEGISLATIVE FRAMEWORKS

2.1 Tax Legislation

- It is a condition of this RFQ that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- The tax compliance status requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
- It is a requirement that service providers grant written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- Service providers are required to be registered on the Central Supplier Database and the Tribunal shall verify the bidder's tax compliance status through the Central Supplier

2.2 Procurement Legislation

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

3 TIMELINES OF THE RFQ PROCESS

The timeframes related to this RFQ are set out below:

Activity	Due Date
RFQ closing date	11am Friday 18 November 2022
Compulsory Site Visit	11am Thursday 14 November 2022

All dates and times in this RFQ are South African standard time.

Any time or date in this RFQ is subject to change at Tribunal's discretion.

The establishment of a time or date in this RFQ does not create an obligation on the part of the Tribunal to take any action or create any right in any way for any service provider to demand that any action be taken on the date established.

The service provider accepts that, if the Tribunal extends the deadline for the submission of the RFQ for any reason, the requirements of this RFQ otherwise apply equally to the extended deadline.

4 CONTACT AND COMMUNICATION

- a) A nominated official of the service provider can make enquiries in writing, to Ms Paddy Froude via **email only** at Paddyf@comptrib.co.za (**Procurement queries only**)
- b) The delegated official of the Tribunal may communicate with service providers where clarity is sought in the RFQ proposal.
- c) Any communication to an official or a person acting in an advisory capacity for the Tribunal in respect of the RFQ between the closing date and the award of the RFQ by the service provider is discouraged.
- d) All communication between the service provider and the Tribunal must be done in writing.
- e) Whilst all due care has been taken in connection with the preparation of this RFQ, the Tribunal makes no representations or warranties that the content of the RFQ or any information communicated to or provided to service providers during the submission process is, or will be, accurate, current, or complete.
- f) The Tribunal and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.
- g) If the service provider finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this RFQ or any other information provided by the Tribunal (other than minor clerical matters), the service provider must promptly notify the Tribunal in writing of such discrepancy, ambiguity, error or inconsistency in order to afford an opportunity to consider what corrective action is necessary (if any).
- h) Any actual discrepancy, ambiguity, error, or inconsistency in the RFQ or any other information provided by the Tribunal will, if possible, be corrected and provided to all service providers without attribution to the service providers who provided the written notice.
- i) All persons (including service providers) obtaining or receiving the RFQ and any other information in connection with the RFQ or the RFQ process must keep the contents of the RFQ and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFQ.

5 LATE BIDS

Proposals received after the closing date and time, at the address indicated in the proposal documents, will not be accepted for consideration.

6 COUNTER CONDITIONS

Service providers' attention is drawn to the fact that amendments to any of the RFQ conditions or setting of counter conditions by service providers or qualifying any RFQ conditions will result in the invalidation of such RFQ's.

7 FRONTING

- a) The Tribunal supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Tribunal condemns any form of fronting.
- b) The Tribunal, in ensuring that service providers conduct themselves in an honest manner may, as part of the RFQ evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in RFQ documents.

- c) Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the service provider / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the RFQ / contract and may also result in the restriction of the service provider /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Tribunal may have against the service provider / contractor concerned.

8 SUPPLIER DUE DILIGENCE

The Tribunal reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

9 SUBMISSION OF PROPOSALS

RFQ documents may either be posted to (by registered mail)

Procurement Officer Competition Tribunal Private Bag X24 Sunnyside Pretoria 0132

OR

Placed in the tender box:

Procurement Officer Competition Tribunal Dti Campus, 1 st Floor Block C 77 Meintjies Street Sunnyside Pretoria

OR

Couriered to the aforesaid address on or before the closing date and time.

Please note proof of identification will be required to enter the dti Campus, please ensure you bring your ID Book, Passport or Driver's License.

RFQ documents will only be considered if received by the Tribunal before the closing date and time, regardless of the method used to send or deliver such documents to the Tribunal.

Service providers are required to submit one (1) original bound document with all pages numbered and include a table of contents and contact details by no later than **11am on Friday the 25 of November 2022**

Service providers are requested to initial each page of the RFQ document on the **top right-hand corner.**

10 TERMS OF REFERENCE

10.1 Office Furniture Specifications

Service providers must ensure that they submit a quote for office furniture as specified in the table in section 1.1.

The quote must also include the following:

- i. Delivery of furniture
- ii. Installing the required furniture in the designated office as per instructions provided to you by our Facilities and Support Services Assistant.

10.2 Compulsory site visit

Quotes will only be accepted from service providers who have attended the compulsory site visit and have signed the attendance register as proof of attendance.

You must ensure you give yourself enough time to pass through dti Campus Security and Block C security as the site visit will start at exactly 11:00am.

Please note proof of identification will be required to enter the dti Campus, please ensure you bring your ID Book, Passport or Driver's License.

You will be required to inspect and measure existing furniture to ensure you quote and provide the correct furniture. Any quote or furniture provided that does not meet the required specifications will not be accepted by the Tribunal.

Please bring a tape measure and notebook as you will not be given a second opportunity to inspect the furniture and no further information will be provided to you after the site visit.

The details for the site visit are as follows:

1st floor
Block C (Mulayo Building)
The dti campus
77 Meintjies Str.
Sunnyside
Pretoria

Contact person: Sabinah Monareng 012 394 5972/076 784 5933

10.3 National Treasury Requirements

Procurement regulations proclaimed by National Treasury require that only locally produced or locally manufactured furniture with a stipulated minimum threshold for local production and content will be considered.

10.4 Invitation for quotes for furniture

Service providers must note the following requirements in terms of the quotes they submit.

The exchange rate to be used for the calculation of local production content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the RFQ.

Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The local content (LC) expressed as a percentage of the RFQ price will be calculated in accordance with the following formula:

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

Where

x is the imported content in Rand

y is the RFQ price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of the advertisement of the RFQ.

The attached declaration certificates for local production and content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed, and submitted by the service provider at the closing date and time stipulated in this RFQ.

The rates of exchange quoted by the service provider in paragraph 3.1 of the Declaration Certificate will be verified for accuracy.

General Note:

Please note that while we have attached the documents hereto the following documents are also accessible to all service providers on the dtic's official website <http://thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

- I. SABS approved technical specification number SATS1286:2011**
- II. Guidance on the Calculation of Local Content**
- III. Local Content Declaration Templates:**
 - Annex C - Local Content Declaration: Summary Schedule**
 - Annex D - Imported Content Declaration: Supporting Schedule to Annex C**
 - Annex E – Local Content Declaration: Supporting Schedule to Annex C**

11 EVALUATION AND SELECTION CRITERIA

The Tribunal has set minimum standards (Stages) that a service provider needs to meet to be evaluated and selected as a successful service provider.

The minimum standards consist of the following:

Pre-qualification Criteria (Stage 1)	Local Content (Stage 2)	Price and B-BBEE Evaluation (Stage 3)
Bidders must submit all documents as outlined in Table 1. Only bidders that comply with ALL these criteria will proceed to Stage 2.	Procurement regulations proclaimed by National Treasury require that only locally produced or locally manufactured furniture with a stipulated minimum threshold for local production and content will be considered	Service providers will be evaluated on price and B-BBEE with 80 being the maximum possible for price and 20 for B-BBEE

Stage 1: Pre-qualification Criteria

Without limiting the generality of the Tribunal's other critical requirements for this RFQ, service providers must submit the documents listed in **Table 1** below.

All documents must be completed and signed by the duly authorised representative of the service provider.

During this phase service providers' responses will be evaluated based on compliance with the listed administration and mandatory RFQ requirements.

The service provider's proposal will be disqualified for non-attendance at the compulsory site visit and/or non-submission of certain specified documents.

The table below reflects where non-submission will lead to disqualifications.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission will result in disqualification?	
SBD 1	YES	Invitation to bid - Complete and sign the supplied document
Tax Compliance Requirements	YES	- Bidders must ensure compliance with their tax obligations, by providing one of these listed below: - Unique personal identification number (PIN) issued by SARS. Application for tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za. - A printed Tax Clearance Certificate (TCS) - CSD registration Number - In RFQ's where consortia/joint ventures/sub-contractors are involved: each party must submit a separate TCS Certificate/Pin/CSD number.
SBD 4	YES	Declaration of Interest - Complete and sign the supplied document
SBD 6.1	YES	Preference Point Claim Form - Complete and sign the supplied document
B-BBEE Certificate	YES	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
SBD 6.2	YES	Local Content – Complete and sign the supplied document
SBD 8	YES	Declaration of Service provider's Past Supply Chain Management Practices - Complete and sign the supplied document
SBD 9	YES	Certificate of Independent RFQ Determination - Complete and sign the supplied document

Document that must be submitted	Non-submission will result in disqualification?	
Registration on Central Supplier Database (CSD)	YES	The service provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Provide you Vendor number (MAAA)
Annex A	NO	Guideline
Annex B	NO	SATS 1286 2011
Annex C	YES	Local Content Declaration – Summary Schedule
Annex D	YES	Imported Content Declaration
Annex E	YES	Local Content Declaration
Annex F	YES	Service Provider Declaration
Quote	YES	Submit your quote on company letter head
Attendance at compulsory site visit	YES	Attendance register will be checked by the Procurement Officer.

Stage 2: Evaluation in terms of the stipulated minimum threshold for local production and content

Only Service providers that have the pre-qualification criteria Stage 1 will be evaluated in Stage 2 for Local Content.

- Quotes will be evaluated in terms of the minimum threshold for local production and content as stipulated in Section 10.4 of this document.
- The declaration made by the service provider in the Declaration Certificate for Local Content (SBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) will be used for this purpose. As the RFQ is for more than one product, the Local Content percentages for each product contained in Annex C will be used.
- The amendment of the stipulated minimum threshold for local production and content is not allowed.
- The Declaration Certificate for Local Content (SBD 6.2) and Annex C, Annex D, Annex E must be submitted as part of the RFQ documentation.
- The accuracy of the rates of exchange quoted by the service provider in paragraph 4.1 of the Declaration Certificate for Local Content (SBD 6.2) will be verified during this process.

Please note the dti has the right to request an auditor's certificate confirming the authenticity of the declarations made in respect of local content.

Only quotes that achieve the minimum threshold for local production and content will be evaluated further.

Stage 3: Price and BBEE Evaluation (80 + 20) = 100 points

Only Service providers that have met the pre-qualification criteria in Stage 2 will be evaluated in Stage 3 for price and B-BBEE.

Price and B-BBEE will be evaluated as follows:

In terms of regulation 3 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, responsive quotes will

be adjudicated on the 80/20 - preference point system in terms of which points are awarded to service providers based on:

- The RFQ price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

i. Price Evaluation (80 Points)

Price and B-BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive RFQs will be adjudicated on the 80/20 -preference point system in terms of which points are awarded to service providers based on:

- The RFQ price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

P_s = Points scored for comparative price of quote under consideration
 P_t = Comparative price of quote under consideration
 $P_{\min}$ = Comparative price of lowest acceptable quote

B-BBEE Evaluation (20 Points)

a) B-BBEE Points allocation

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

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

B-BBEE Status Level of Contributor	Number of Points
8	2
Non-compliant contributor	0

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

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

a. 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 quote.

Service providers must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Tribunal 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.

ii. The Price and B-BBEE points will be consolidated.

(80 + 20 = 100 points)

12 SPECIAL CONDITIONS OF THIS RFQ

The Tribunal reserves the right:

- a) To award the contract to a service provider 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)
- b) To negotiate with one or more preferred service provider(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other service provider(s) who has not been awarded the status of the preferred service providers.
- c) To accept part of a quote rather than the whole quote.
- d) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the service providers, whether before or after adjudication of the RFQ.
- e) To correct any mistakes at any stage of the process that may have been in the RFQ documents or occurred at any stage of the process.

- f) To cancel and/or terminate the RFQ process at any stage, including after the closing date and/or after presentations have been made, and/or after quotes have been evaluated and/or after the preferred service provider(s) have been notified of their status as such.

13 DECLARATION REQUIREMENTS

In **Annexure F** attached hereto the service provider (s) are required to declare and confirm that they will:

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

14 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Tribunal reserves its right to disqualify any service provider who either itself or any of whose members (save for such members who hold a minority interest in the service provider 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 service provider other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Tribunal 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 service provider in respect of the subject matter of this RFQ.
- b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor, or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Tribunal 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 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 a prison term was imposed and despite such service provider, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

15 PREPARATION COSTS

The service provider will bear all its costs in preparing, submitting, and presenting any response or proposal to this RFQ and all other costs incurred by it throughout the RFQ process.

Furthermore, no statement in this RFQ will be construed as placing the Tribunal, its employees, or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the service providers in the preparation of their response to this RFQ.

16 INDEMNITY

If a service provider breaches the conditions of this RFQ and, as a result of that breach, the Tribunal incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the RFQ process and/or enforcement of intellectual property rights or confidentiality obligations), then the service provider indemnifies and holds the Tribunal harmless from any and all such costs which the Tribunal may incur and for any damages or losses the Tribunal 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 service provider participates in this RFQ process entirely at its own risk and cost. The Tribunal shall not be liable to compensate a service provider on any grounds whatsoever for any costs incurred or any damages suffered because of the Service provider's participation in this RFQ process.

19 TAX COMPLIANCE

No contract shall be awarded to a service provider who is not tax compliant.

The Tribunal reserves the right to withdraw an award made, or cancel a contract concluded with a successful service provider if it is established that such service provider was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the Tribunal, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

The Tribunal further reserves the right to cancel a contract with a successful service provider if such service provider does not remain tax compliant for the full term of the contract.

20 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No contract shall be awarded to a service provider whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

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

21 GOVERNING LAW

South African law governs this RFQ and the RFQ response process. The service provider 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 RFQ, the RFQ itself and all processes associated with the RFQ.

22 RESPONSIBILITY FOR SERVICE PROVIDER'S PERSONNEL

A service provider is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), comply with all terms and conditions of this RFQ.

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 RFQ, or a service provider's submission may be disclosed by any service provider or other person not officially involved with the Tribunal's examination and evaluation of an RFQ.

No part of this document 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 quote. This RFQ and any other documents supplied by the Tribunal remain proprietary to the Tribunal and must be promptly returned to the Tribunal upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

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

24 THE TRIBUNAL'S PROPRIETARY INFORMATION

Service providers as part of the declaration on **Annexure F** are required to declare that they did not have access to any of the Tribunal's proprietary information or any other matter that may have unfairly placed that service provider in a preferential position in relation to any of the other service provider (s).

25 PAYMENT PROCESS

The successful service provider appointed will receive payment based on the pricing schedule agreed to by the service provider and the Tribunal.

Invoices must be VAT inclusive if the service provider is a VAT vendor and will be paid via EFT once verified by the Tribunal's Procurement Division.

The Tribunal pays its service providers twice monthly and has a 30-day payment policy. To expedite payments, the Tribunal asks that invoices are submitted timeously in PDF format to CorporateServices2@comptrib.co.za.