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MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

BID NUMBER: COGHSTA/040/26/MP

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND RELATED SERVICES FOR THE DEPARTMENT CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS

ISSUED BY:
Department of Co-Operative Governance, Human Settlements &Traditional Affairs
Private Bag X11304
Mbombela
1200

CSD SUPPLIER NUMBER:MAAA.....
NAME OF BIDDER: .....
TOTAL BID PRICE (all inclusive) :.....
(Also in words): .....
.....

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS					
BID NUMBER:	COGHSTA/040/26/MP	CLOSING DATE:	05 0CTOBER 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND RELATED SERVICES FOR THE DEPARTMENT CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, **PIET RETIEF,** No. 11 Measroch Street, Piet Retief Office, **KWAMHLANGA,** KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre **SECUNDA,** No 5 Van Eck Street,Secunda(opposite Sasol Value Gas Garage)Secunda,2280, **BUSHBUCKRIDGE,** The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, **MIDDELBURG,** Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, **MALELANE,** 24 Air Street, Malelane, **ELUKWATINI ,**Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. **SIYABUSWA** Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr RD Motsilanyane	CONTACT PERSON	Mr.J.S Mzobe
TELEPHONE NUMBER	013 766 6439	TELEPHONE NUMBER	013 766 6245
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	RMotsilanyane@mpg.gov.za	E-MAIL ADDRESS	Jmzobe@mpg.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND RELATED SERVICES FOR THE DEPARTMENT CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS.

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND RELATED SERVICES FOR THE DEPARTMENT CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS.

SECTION A- GENERAL SPECIFICATIONS/INFORMATION

1. Purpose

Appointment of one or more service provider(s) for the Supply, Delivery and Installation of Office Furniture and related services for the Department Co-Operative Governance, Human Settlements and Traditional Affairs for a period of three (03) years.

2. Background

The Department has district offices and head office. These offices often require office furniture in their pursuit of the provision of departmental services. As a result, the Department intends to appoint a service provider(s) who has the capacity to supply, deliver and installation of office furniture and related services to the specified destinations.

The furniture should comply with the specifications provided on the price schedule and be of quality in accordance with the special conditions of this bid. Bidders must tender on all items that are on the list of items, considering that the bid could be awarded to more than one bidder.

3. Scope of work

The scope of this bid is the supply, delivery and installation of office furniture at head office and all satellite offices as per specifications and in accordance with the quantities required.

The bidder will be required to take measurement of the floor space before installation

4. Legislative Framework

Legislation requires that furniture should not contain hazardous materials or substances that may affect human health due to absorption of chemicals. The furniture must meet the South African Bureau of Standards (SABS) regarding safety, abrasion resistance, tensile strength, deformation by compression, and ergonomics. The furniture to be supplied must have a lifespan of at least **three (3)** years. This period also applies to the availability of replacement parts from the date of delivery of the furniture

5. Term/ duration of contract

The duration of this contract is three (3) years

SECTION B- EVALUATION PROCESS AND CRITERIA

The Department shall evaluate the bid in terms of functionality and content preference point system which encompasses the following:

- **Functionality**

  The Department shall evaluate the bid based on functionality (100), price (80) and specific goals (20).

- **Preference points system**

  Responsive bids will be adjudicated by the Department on the 80/20 preference point system for specific goals. Only bids that have met the Phase I requirements shall be evaluated under Phase II in terms of the 80/20 preference points system. During this stage, the 80 points will be allocated for price only whereas the 20 points are for the specific goals contributor.

6. Bid Evaluation Methods

a. Evaluation in terms of compulsory returnable documents

b. Stipulated minimum threshold for local production and content.

c. Evaluation in terms of functionality criteria and preference point system.

d. The panel will consist of not more than **25 service providers**

6.1. Stage 1- Initial screening process

The National Treasury Instruction No. 4 of 2016/17 requires service providers, including bidders, to register on the Central Supplier Database (CSD). For this bid therefore, reports from the CSD will be used in order to verify bidders' information including:

- Company registration
- Directorship, shareholding, trusteeship and membership
- Bank account holder details
- State employees' status
- Tax compliance status
- Identity information, etc.

The aforementioned information should be submitted in the following templates for both the compulsory and supporting returnable documents:

7.1.1. For the bidders' benefit, you may clearly indicate with a **YES** or **NO** on whether the following compulsory returnable documents are attached or not. Where a **YES** or **NO** is not applicable, indicate as such with a **N/A.**

Section A	**Compulsory Returnable Documents**	**Attached YES/NO/ N/A**
a.	Attending of compulsory briefings and signing register	
b.	Invitation to Bid (SBD 1) must be fully completed.	
c.	Fully completed Pricing Schedule. -	
d.	Fully completed SBD 4 (Bidder's Disclosure).	
e.	Fully completed SBD 6.1 (Preference Claim Certificate)	
f.	Fully completed SBD 6.2 (Annexure C)	
g.	Copies of CIPRO/ CICPC Company registration documents.	
h.	A certified copy of an agreement and a resolution by each party if the bidders are in a joint venture/consortium/partnership. If the bidder is not in a joint venture/consortium/partnership, this section (h) is not compulsory.	
i.	Certified copies of identity documents/valid passports and work permit of all the directors of the company. The date on the certified copies must not be older than three (3) months as at the closing date of the bid.	
j.	A copy of Central Supplier Database **(CSD)** printout report.	

N.B: BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY DOCUMENTS AS LISTED ABOVE WILL BE DISQUALIFIED.

7.1.2. Supporting Returnable Documents

Section B	Supporting Returnable Documents	Attached YES/NO
a.	A detailed implementation plan indicating how the bidder will supply and deliver the furniture. The bidder must provide a detail project plan which must indicate how the furniture will be installed including work schedule of clear deliverable and time frames for each task to be completed	
b.	Evidence of experience in the supply and delivery of furniture in a form of appointment letters or purchase orders, delivery notes or confirmation letters from a relevant institution.	
c.	Proof of appropriate transport vehicles 2 or more (1) ton must be provided. Bidders must attach originally certified copies of vehicles registration certificates. If vehicles are to be leased/rented, the bidder must attach originally certified copies of vehicles' registration certificates (from a lessor/owner(s) and the lease agreement(s). The date on the certified registration copies must not be older than three (3) months as at the closing date of the bid.	
d.	The Bidder must demonstrate that the technician/ team leader has relevant experience -This will be achieved by a concise CV of technician/ team leader with at least three (3) contactable references each. -The CV should clearly show the experience of the Technician/team leader, where it is not clear the Department reserves the right not to award points	
e.	Proof of Bank rating from a reputable bank in South Africa	

PS: Although bidders who fail to attach any of the above-mentioned supporting documents will not be disqualified, points will not be allocated for the non-attachment.

8. EVALUATION METHOD

8.1. General

The Department shall evaluate the bid based on functionality (100), price (80) and equity ownership (20).

8.2. Evaluation Phases

There are three phases through which this bid's evaluation must undergo. Phase I deals with functionality; Phase II focuses on the preferential points while Phase III provides the rationale for the recommended/preferred bidder(s).

Evaluation on functionality criteria and Preferential Point System Phase 1: Functionality.

Points allocation for functionality:

Functionality	100

Points allocation for price and equity ownership:

Price	80
Specific goals Contributor	20

8.2.1 Stage 2 - Functionality evaluation in terms of the attached criteria.

Points allocation for functionality allocated for functionality are 100 and members of the Bid Evaluation Committee (BEC) will strictly and individually evaluate the bids by verifying all documents submitted by bidders, and score responsive bids under the following functionality criteria:

Criteria For Functionality		Points
Management and implementation plan A detailed management plan with full particulars regarding the infrastructure and administration of the required operations. This must demonstrate how operations will be efficiently managed throughout the contract for the items below: - The bidder must provide a detailed project plan which must indicate how the furniture will be installed, including work schedule of clear deliverable and time frames for each task to be completed.	• No project plan = **0 Points** • Project plan attached but without clear deliverables and time frames for each task = **10 Points** • Project plan with clear deliverables and time frame for each task to be completed = **30 Points**	30
Relevant experience in the supply and delivery of office furniture. Proof of relevant experience must be accompanied by Appointment letters or reference letters accompanied by Purchase order (with Stamped)/payment linked to the appointment letter. **NB: Appointment letter without stamped purchase order will not be entertained.**	• **1** to **2** years = **10 points** • **3** to **5** years = **20 points** • Above **5** years = **30 points**	30
Relevant transport in the supply and delivery of office furniture	• 2 trucks and Above (owned) = **10 points** • Leased trucks = **5 points**	10
Key Resources Technician/ Team Leader experience in the furniture industry. This will be achieved by a concise CV of technician/ team leader with at least three (3) contactable references each. The CV should clearly show the experience of the technician/ team leader	• less than 3 years of experience in directing furniture projects. **0 points** • -Three (3) to less than six (6) years of experience in directing furniture projects = **10 points** • Six (6) or more years' experience in directing furniture projects = **20 points**	20
Bank Rating Issued **with a stamp** from a reputable bank (bank recognised by RSA government.)	The points will be allocated as follows: 1. A&B grading- **10-points** 2. C grading -**8 points** 3. D grading -**5 points** 4. E and below -**0 points**	10
TOTAL POINTS		100

8.2.2. The formula to be utilised to convert the functionality scores to percentages is as follows:

$$Ps = 80 \left[1 - \frac{Pt - P\,min}{Pmin} \right]$$

The points scored for functionality shall be calculated as follows:

Each BEC member shall award points for each criterion on the score sheet.

The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria and the minimum threshold of **70** points.

Bidders who scored the minimum threshold of **70** points or above shall advance to Phase II. Bids that do not score the specified minimum points of **70** for functionality shall not be considered further.

8.2.3. Price/Financial stage and Specific goals in terms of the 80/20 preference point system.

Only price/financial bids that are submitted in the South African Rand will be considered. The department reserves the right to negotiate rates/prices submitted by bidders.

Responsive bids will be adjudicated by the Department on the 80/20 preference point system. Only bids that have met the Phase I requirements shall be evaluated under Phase II in terms of the 80/20 preference points system. During this stage, the 80 points will be allocated for price only whereas the 20 points are for the specific goals.
The lowest acceptable bid shall obtain the maximum percentage allocated for price. All other bids with higher prices shall proportionately obtain lower percentages.
The final points that will guide the selection of a preferred bidder shall be calculated as follows:

$$Ps = 80 \left[1 - \frac{Pt - P\,min}{P\,min} \right]$$

Where:

Ps= Points scored for comparative price of tender or offer under consideration Pt. = Comparative price of tender or offer under consideration and
P min= Comparative price of lowest acceptable tender or offer

Note: The preference claim forms are included as part of the standard bidding document.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

Subject to section 2(1)(f) of the Act, the contract may be awarded to the tenderer scoring the highest points.

Points will also be awarded to a bidder for attaining the specific goal specified of contributor:

Specific goals	Max Points	Proof Required
Black-owned (HDI's)	**4 points**	CSD or B-BBEE certificate
Woman-owned enterprise	**4 points**	CSD and or date of birth
Persons living with Disabilities **Attach Proof**	**3 points**	Medical proof
Military Veterans	**2 points**	DMV certificate
Youth-owned enterprise	**4 points**	CSD and or date of birth
Locality: Mpumalanga province: 3 Points **(Attach Proof of Company Business Address; Business Registration Document or Lease Agreement or PTO With Municipal Account or Water / lights Statement of account)**	**3 points**	Attach- Business Registration Document or Lease Agreement or PTO with Municipal Account or Water / lights Statement of account)
Total Points	**20 points**	

9. Local Production and Content

Minimum threshold percentages for local production and content for the different categories of furniture are as follows:

The following are furniture products that have been designated for the promotion of local products and content in the manufacturing sector:

Office furniture

Number	Description	% Local Content
1.	Melamine office desk with drawers.	70%
2.	Office desk (drawers) with timber top on steel frame.	90%
3.	Office desk (drawers) with supawood (MDF) top on steel frame.	90%
4.	Melamine/paper foil office desk with drawers.	70%
5.	Stacker upholstered chair – 4 legged without arms.	100%
6.	Side upholstered chair -sleigh base with arms.	65%

7.	High back upholstered chair with arms on five (5) star base.	100%
8.	Steel stationery cupboards.	100%
9.	Steel drawer(s) filing cabinet.	100%
10.	Wood stationery cupboard.	100%
11.	Wood drawer(s) filing cabinet.	100%

The bidder(s) is/are required to fully complete and sign the SBD 6.2 (Declaration Certificate for Local Production Content) and Annexure C (Local Content Declaration Summary Schedule): These can be accessed from the Department of Trade and Industry (DTI) official website: http://www.dti.gov.za / industrial development/ip.jsp at no cost.

The bidder(s) must utilize the local content percentages for each product as contained in Declaration C considering that this bid has more than one designated product.

The bidder must ensure that the following is applied:

i. The exchange rate to be used for the calculation of local production and content must be the exchange rate which is published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of this bid; and

ii. Only use the approved technical speciation number: SATS 1286:2011 of the South African Bureau of Standards (SABS) to calculate local content.

The local content (LC), expressed as percentage of the bid price, must be calculated in accordance with the following formula:

LC = (1-XY) *100

Where:

x is the import content in Rand

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

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

The Declaration Certificate for Local Production and Content (SBD 6.2) together with **Annexure C** (Local Content Declaration Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and the rates of exchanged quoted by the bidder in the bid document will be verified for accuracy.

8.2.3. Phase III - Recommendations

Bidder (s) with the highest points shall then be considered for recommendation based on the requirements of this bid.

BIDDER SIGNATURE **DATE**

10. SECTION C: SPECIAL CONDITIONS

10.1. The Special Conditions of Contract are supplementary to the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the latter take precedence. The Department reserves its right to disqualify any bidder who:

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b. seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor or other representative of a government entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided by the Department;

c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department officials, directors, employees, advisors or other representatives;

d. 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 by the Department;

e. pays or agrees to pay 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 by the Department;

f. has in the past engaged in any matter referred to above; or has been found guilty in a court of law on charges of fraud and/or forgery.

11. MISREPRESENTATION DURING THE LIFE CYCLE OF THE CONTRACT

Misrepresentations in a bid may give rise to the termination of the contract and a claim by the Department against the contractor, its employees or agents under any obligation

whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of his/her response to this bid.

12. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, incurs costs or damages (including the cost of any investigation, procedural impairment, enforcement of intellectual property rights or confidentiality obligations), then the contractor shall indemnify the Department for any damages or harm and all such costs that the contractor may incur.

Equally, a bidder(s) participates in this bid process entirely at his/her own cost and related risks. The Department shall not be liable for any cost incurred or damage suffered because of the bidder's participation in the bidding process.

13. PRECEDENCE

This document shall prevail over any form of information that may have been provided during any briefing session (whether oral or written) unless such written information expressly amends the contents of this document.

14. VALIDITY PERIOD

The validity period of the bid is 120 days. Any time or date in this bid is subject to change at the discretion of the Mpumalanga Provincial Treasury. The bidder(s) accepts that if the Department extends the deadline for submission (i.e. closing date) for any reason, the terms and conditions of this bid shall apply equally to the extended period.

15. DEFAULTERS AND RESTRICTED SUPPLIERS

The bid shall not be awarded to a bidder(s) whose name or any of his/her company members, directors, partners or trustees are regarded as defaulters and/or appear on the Register of Defaulters or List of Restricted Suppliers.

16. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be considered and where practical, will be returned unopened to the bidder(s).

17. LOCAL PRODUCTION AND CONTENT

National Treasury provides for the designation of sectors in line with the national development and industrial policies for local production. To give effect this above requirement, the bid for furniture is designated for local production and content at the minimum threshold as prescribed under local content for furniture products.

Only locally produced or locally manufactured furniture from local raw materials or input will be considered. If the raw materials or input to be used for a specific item is not available locally, bidders should obtain written authorization from the Department of Trade and Industry (DTI) to import such raw materials or input.

The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annexure C (Local Content Declaration: Summary Schedule) must be completed, signed and submitted with the bidding documents at the closing date and time of the bid.

18. GUARANTEE

The furniture shall be guaranteed for a period of **not less than three years** against faulty materials used in the manufacturing of it and/or because of workmanship, with fair wear and tear excluded. The period of guarantee shall commence on the date of receipt of the furniture.
The liability of the contractor under the guarantee shall cover delivery of the furniture, replacement of defective supplies and (where parts are to be replaced) the liability shall include installation of the parts. The replacement furniture or parts shall be guaranteed for a similar period of not less than **three years**.

19. PRICING

Bid prices are to be fixed inclusive and fixed for the duration of the bid. The delivery costs by road to the relevant offices and/or any other nominated destination are to include delivery costs such as material handling, assembling, packing, off-loading, etc. All prices must be inclusive and fixed for the period of the bid.

20. PAYMENT

Payment will be effected only after receipt of a detailed invoice and a signed delivery note from the nominated destination.

21. RIGHTS RESERVED

The Mpumalanga Provincial Treasury reserves the rights, as follows:

- To appoint single or multiple service providers.
- To cancel the bid.
- To not appoint at all

22. ENQUIRIES

Any clarification required by a bidder regarding the meaning or interpretation of the Office Furniture or any other aspects concerning the bid is to be requested in writing from the below mentioned office: The bid reference number should be mentioned in all correspondence.

Mr. C. Chiloane/ Mr. M.M. Mavimbela (Technical enquiries)

(013) 766 6371/013 766 6249

CChiloane@mpg.gov.za/ Mavimbelamm@mpg.gov.za

Mr. T.I. Vilakazi (Supply Chain Management enquiries)

013 766 6827

Tivilakazi@mpg.gov.za

I fully understand and accept in full; the contents of the special conditions contained in this bid document and am authorized to sign and accept these conditions.

SIGNATURE OF BIDDER **DATE**

OR AUTHORISED PERSON

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND RELATED SERVICES FOR THE DEPARTMENT CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS.

SECTION D : PRICING SCHEDULE FOR OFFICE FURNITURE

NO	ITEM DESCRIPTION	DELIVERY POINT	QTY	UNIT PRICE	TOTAL PRICE
ALL PRICES MUST BE IN RSA CURRENCY AND INCLUSIVE OF VAT					
1.	3300L x 1200D x 800mm Executive desk Which includes a credenza for additional storage capabilities	Head Office-01	01		
2	Wall Unit Size: 3600W x 420D x 2200H Mahogany Veneer finish Two-door glass cabinets Center display unit Wooden door set base (Matching item 1)	Head Office-01	01		
3	Round conference table mahogany veneer finishes and it's ideally for 6 to 10 people. (Matching item 1)	Head Office-01	01		
4	Main Executive Genuine Leather High Back Chair	Head Office-01	01		
5	Visitors Chair Black genuine leather - upper and scratch protected industrial leather for the back; solid mahogany wooden armrest chrome sleigh base (Matching item 1)	Head Office-06	06		
6	Three drawer Mobile pedestal with central locking (Mahogany)	Head Office-02	02		

7	Four Glass door Wall Unit	Head Office-04	04		

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND RELATED SERVICES FOR THE DEPARTMENT CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS.

NO	ITEM DESCRIPTION	DELIVERY POINT	QTY	UNIT PRICE	TOTAL PRICE
	1800W X 420D X 2000H				
8	Executive desk L-shape **2400L X1150W X800H** Mahogany veneer finish; 90mm thickness desk top; black leather inlay on desk top;	Head Office - 03	03		
9	Executive L-shape **1800L X950W X800H** with free standing Credenza consisting of two drawers (one computer compartment & one pencil tray) and a mobile pedestal (Mahogany)	Head Office- 25 Mbombela Square-8 KwaMhlanga- 3 eMalahleni-2	38		
10	L-shape with extension **1600L X 790W X 800H** which can be used on either side (left or right) with a mobile pedestal (Mahogany).	Head Office -17 KwaMhlanga-06 Middelburg-1 Siyabuswa-03 Bushbuckridge – 03 Secunda-9 Ermelo-1 Mkhondo-3 Elukwatini-3	46		
11	Two door Wooden door system cabinet	Head Office- 38 Mbombela Square- KwaMhlanga- 5 Middelburg- 1 Siyabuswa-1 Secunda-2 Ermelo-2 Elukwatini-1	50		
12	Four drawer steel filing cabinet	Bushbuckridge- 6	06		

13	Medium high roller-door system cabinet with mahogany veneer, a lockable silver painted roller-doors	Head Office-14	14		

NO	ITEM DESCRIPTION	DELIVERY POINT	QTY	UNIT PRICE	TOTAL PRICE
	and 3 internal shelves for easy storage.				
14	Executive High back Chair Black genuine leather - -upper and scratch protected leather industrial leather for back; which is protected from damaged and noise synchronism mechanism -Adjustable	Head Office- 15	15		
15	High Back Chair Black genuine leather - upper and scratch protected leather industrial leather for back. - chrome armrest with leather upholstered. - chrome five-star base with PU castors which is protected from damaged and noise synchronism mechanism - Adjustable	Head Office - 72 Mbombela Square- 05 Bushbuckridge- 06 Secunda – 11 Ermelo-05 Mkhondo- 04 Kwa-Mhlanga- 05	108		
16	Visitors Chair Black genuine leather - upper and scratch protected industrial leather for the back; - solid padded chrome armrest chrome sleigh base	Head Office –36 Mbombela Square- 12 Ermelo-08 Mkhondo –14 Elukwatini- 02 Middelburg-14 KwaMhlanga-02	88		
17	Mobile steel bulk filer with shelves 400mm deep bulk Filers – Suitable for all "pull out" cradles and "pull out" components – 3 cabinets / bays	Head Office -01	01		

18	Mobile steel bulk filer with shelves 400mm deep bulk Filers – Suitable for all "pull	Head Office -01	01		

NO	ITEM DESCRIPTION	DELIVERY POINT	QTY	UNIT PRICE	TOTAL PRICE
	out" cradles and "pull out" components– 5 cabinets / bays				
19	Round conference table mahogany veneer finish and it's ideally for 6 to 10 people.	Head Office -03	03		
20	Modular boardroom table is made mahogany veneer and has an 80mm thick top. Ability to seat 22 people (Service provider will be required to come measure and provide a design before installing)	Head Office – 01 Mbombela Square- 01	02		
21	Boardroom table made of Mahogany veneer finish with scratch resistant leather inlays that seats at least 10-14 people (Service provider will be required to come measure and provide a design before installing)	Mkhondo-1	01		
22	Four-way cluster Mahogany veneer finish and divider. 1600W x1200Dx 800H (Service provider will be required to come measure and provide a design before installing)	Head Office-04	04		
23	Single letter tray mahogany veneer	Head Office-16	16		

24	6 x 3 Lockable Steel stationery Cupboard 4 adjustable shelves with Grey colour, 1800 X 900 X 450 mm	Head Office- 05 KwaMhlanga- 03 Ehlanzeni- 03	11		

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND RELATED SERVICES FOR THE DEPARTMENT CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS.

NO	ITEM DESCRIPTION	DELIVERY POINT	QTY	UNIT PRICE	TOTAL PRICE
25	Three-seater couch genuine leather black	Head Office LG- 01 Building 9-01 Mbombela Square-01 Bushbuckridge-01 KwaMhlanga-01	05		
26	Two-seater couch genuine leather black	Head Office LG- 02 Building 9-01 Bushbuckridge-01 KwaMhlanga-01 Ermelo-1	05		
27	Three-seater couch genuine leather dark brown	Head Office UP-01	01		
28	Two-seater couch genuine leather dark brown	Head Office UP-02	02		
29	Reception desk curve Mahogany (Service provider will be required to come measure and provide a design before installing)	Head Office UP-01 Secunda -01	02		
TOTAL BID PRICE					

Please Note! Bidders are obliged to give correct figures of prices which are inclusive of all costs. Prices are firm.

The bidder will be required to take measurement of the floor space before installation

PLEASE NOTE THAT THE DELIVERY ADDRESS IS ANY OF OUR OFFICES WITHIN MPUMALANGA. DELIVERY SHOULD BE WITHIN 30 DAYS UPON RECEIPT OF ORDER

SIGNATURE OF BIDDER **DATE**

OR AUTHORISED PERSON

PICTURE PROVIDED BELOW CAN BE USED AS REFERENCE AND SERVE AS EXAMPLES IT DOES NOT SERVE AS THE EXACT ITEMS REQUIRED

DESCRIPTION	FEATURES	IMAGE
• Executive desk	Executive desk Which includes a credenza for additional storage capabilities	

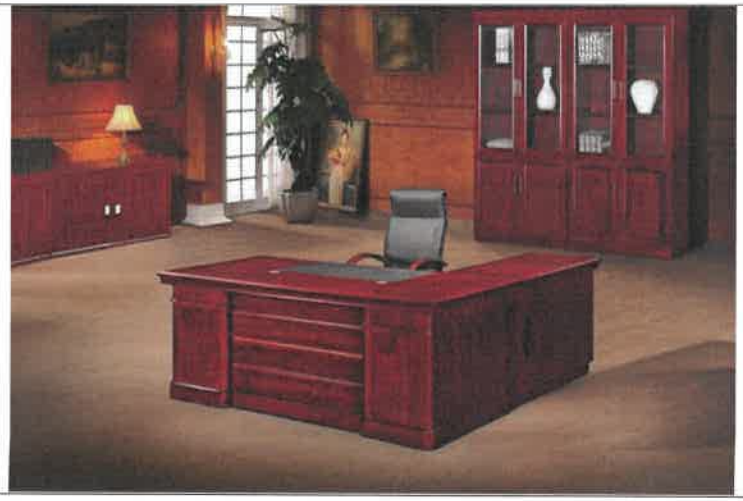
SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• Wall Unit	• Mahogany Veneer finish Two-door glass cabinets Center display unit Wooden door set base (Matching item 1)	
• Round Conference Table	• Round conference table mahogany veneer finishes and it's ideally for 6 to 10 people	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• Executive Chair	• Genuine Leather High Back Chair	
• Desk	• L-shape **2400L X1150W X800H** Mahogany veneer finish; 90mm thickness desk top; black leather inlay on desk top; classis pillow legs with wave front panel.	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• Pedestal	• Three drawer Mobile pedestal with central locking (Mahogany)	
• Desk	• L-shape **1800L X950W X800H** with free standing Credenza consisting of two drawers (one computer compartment & one pencil tray) and a mobile pedestal (Mahogany)	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• Desk	• L-shape **1800L X950W X800H** with free standing Credenza consisting of two drawers (one computer compartment & one pencil tray) and a mobile pedestal (Mahogany)	
• Wall Unit	• Four Glass door Wall Unit **1800W X 420D X 2000H**	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• Filing cabinet	• Four drawer steel filing cabinet	
• System Cabinet	• Medium high roller-door system cabinet with mahogany veneer,a lockable silver painted roller-doors and 3 internal shelves for easy storage.	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• High Back Chair	• Black genuine leather - upper and scratch protected leather industrial leather for back; solid mahogany wooden armrest - is protected from damaged and noise synchronism and five star base, synchronism mechanism	
• HIGH BACK CHAIR	• Black genuine leather - upper and scratch protected leather industrial leather for back; - chrome armrest with leather upholstered; - chrome five star base with PU castors which is protected from damaged and noise synchronism mechanism	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• Visitor's chair	• Black genuine leather - upper and scratch protected industrial leather for the back; solid mahogany wooden armrest chrome sleigh base	
• Visitor's chair	• Black genuine leather - upper and scratch protected industrial leather for the back; • Padded chrome armrest chrome sleigh base	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• Mobile bulk filer	• Mobile bulk filer - Grey	
• **bulk filer**	• Mobile steel bulk filer	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• **bulk filer**	• Mobile steel bulk filer	
• **boardroom table**	• Boardroom table Mahogany veneer finish. **3200W x1500Dx 800H**	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• **boardroom table**	• boardroom table mahogany veneer **Extension table size** 2400W x600Dx 800H 120000W x600Dx 800H	
• **Four way cluster desk**	• Four way cluster Mahogany veneer finish and divider. 1600W x1200Dx 800H	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

• single letter tray	• single letter tray mahogany veneer	
• Filing cabinet	• Wooden door system cabinet	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

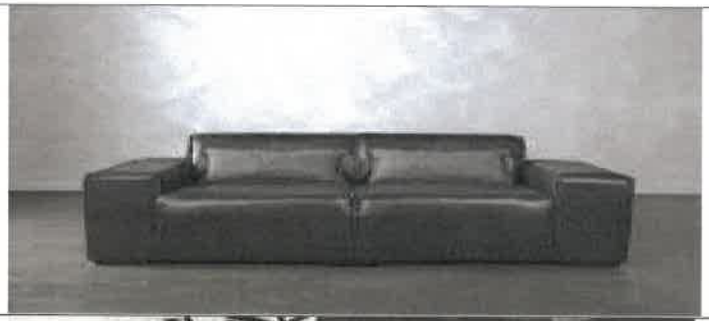
17.	• Desk	• L-shape/ extension **1600L X790W X800H** which can be used on either side (left or right) with a mobile pedestal (Mahogany).	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

18.	• Round Conference table	• Round conference table mahogany veneer finish and it's ideally for 6 to 10 people.	
	• Lockable Steel stationery Cupboard	• 6 x 3 Lockable Steel stationery Cupboard 4 adjustable shelves with Grey colour	

	• Three-seater couch black	• Three-seater couch genuine leather black	
	• Two-seater couch black	• Two-seater couch genuine leather black	

SPECIFICATIONS FOR OFFICE FURNITURE TERM CONTRACT

	• Three-seater couch dark brown	• Three-seater couch genuine leather dark brown	
	• Two-seater couch dark brown	• Two-seater couch genuine leather dark brown	
	• Reception Desk	• Curved Reception desk	

PLEASE NOTE THAT THE DELIVERY ADDRESS IS ANY OF OUR OFFICES WITHIN MPUMALANGA. DELIVERY SHOULD BE WITHIN 30 DAYS UPON RECEIPT OF ORDER

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/ agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...

   As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

---

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
.....
Signature Date

.....
.....
...
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Specific goals	Max Points	Proof Required	Number of points (claimed 80/20 system) (to be completed by the tender)
Black-owned	**4 points**	CSD	
Woman-owned enterprise	**4 points**	CSD and or date of birth	
Persons living with Disabilities **Attach Proof**	**3 points**	Medical proof	
Military Veterans	**2 points**	DMV certificate	
Youth-owned enterprise	**4 points**	CSD and or date of birth	
Locality: Mpumalanga province: 3 Points **(Attach Proof of Company Business Address; Business Registration Document or Lease Agreement or PTO With Municipal Account or Water / Electricity Statement of account)**	**3 points**	Attach- Business Registration Document or Lease Agreement or PTO with Municipal Account or Water / Electricity Statement of account)	
Total Points	**20 points**	**Verified through CSD/supporting documents**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

3. Does any portion of the goods or services offered have any imported content?
(***Tick applicable box***)

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. .....

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

NB

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

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:_____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.					
(C2)	Tender description:					
(C3)	Designated product(s)					
(C4)	Tender Authority:					
(C5)	Tendering Entity name:					
(C6)	Tender Exchange Rate:	Pula		EU		GBP
(C7)	Specified local content %					

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) *Total* Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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