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# MPUMALANGA PROVINCIAL GOVERNMENT



## DEPARTMENT OF SOCIAL DEVELOPMENT

### **BID NUMBER: SOC/035/24/MP C**

### **SUPPLY AND DELIVERY OF SUSTAINABLE LIVELIHOOD EQUIPMENT TO HOUSEHOLDS AND PROJECTS AT GERT SIBANDE DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS**

ISSUED BY:

Department of Social Development  
Private Bag X11213  
**Mbombela**  
1200

**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 SOCIAL DEVELOPMENT   |  |               |   |  |       |
|--|--|---------------|---|--|-------|
| BID NUMBER:  | SOC/035/24/MP C  | CLOSING DATE: | 16 MAY 2024   | CLOSING TIME:  | 12H00 |
| DESCRIPTION  | SUPPLY AND DELIVERY OF SUSTAINABLE LIVELIHOOD EQUIPMENT TO HOUSEHOLDS AND PROJECTS AT GERT SIBANDE DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS |               |   |  |       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>   |  |               |   |  |       |
| <b>MBOMBELA</b> , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, <b>PIET RETIEF</b> , No. 11 Measroch Street, Piet Retief Office, <b>KWAMHLANGA</b> , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre <b>EVANDER</b> , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, <b>BUSHBUCKRIDGE</b> , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), <b>MIDDELBURG</b> , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, <b>MALELANE</b> , 24 Air Street, Malelane, <b>ELUKWATINI</b> , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini, <b>SIYABUSWA</b> Old Parliament Building, Building No. 1, Job Skhosana Street, Siyabuswa. |  |               |   |  |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |  |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |  |       |
| CONTACT PERSON   | Ms. P Mbatha   |               | CONTACT PERSON  | Mr. J Xaba   |       |
| TELEPHONE NUMBER   | 013 759 3611/3297  |               | TELEPHONE NUMBER  | 013 766 3626   |       |
| FACSIMILE NUMBER   |  |               | FACSIMILE NUMBER  |  |       |
| E-MAIL ADDRESS   | <a href="mailto:PhindileM@dsdmpu.gov.za">PhindileM@dsdmpu.gov.za</a>   |               | E-MAIL ADDRESS  | <a href="mailto:Jacobx@dsdmpu.gov.za">Jacobx@dsdmpu.gov.za</a>                                       |       |
| <b>SUPPLIER INFORMATION</b>  |  |               |   |  |       |
| NAME OF BIDDER   |  |               |   |  |       |
| POSTAL ADDRESS   |  |               |   |  |       |
| STREET ADDRESS   |  |               |   |  |       |
| TELEPHONE NUMBER   | CODE   |               | NUMBER  |  |       |
| CELLPHONE NUMBER   |  |               |   |  |       |
| FACSIMILE NUMBER   | CODE   |               | NUMBER  |  |       |
| E-MAIL ADDRESS   |  |               |   |  |       |
| VAT REGISTRATION NUMBER  |  |               |   |  |       |
| 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?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]   |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |       |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |               |   |  |       |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  |  |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |       |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?  |  |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |       |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   |  |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |       |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  |  |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |       |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  |  |               |   | <input type="checkbox"/> YES <input type="checkbox"/> NO   |       |
| <b>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.</b>   |  |               |   |  |       |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

|   |
|---|
| <p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>   |
| <p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p> |

**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: .....

**SPECIFICATION FOR THE SUPPLY AND DELIVERY OF SUSTAINABLE LIVELIHOOD EQUIPMENT TO HOUSEHOLDS AND PROJECTS AT GERT SIBANDE DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.**

**1. INVITATION**

The Department of Social Development invites suitable bidders to supply and delivery of Sustainable Livelihood Equipment to Households and Projects of the Department.

**2. INTRODUCTION AND BACKGROUND**

The Department of Social Development is mandated with a responsibility to respond and intervene in households by supporting household initiatives which are aimed at overcoming poverty. To meet objectives, the department has to identify through profiled households, various initiatives which require strengthening in order to sustain the livelihoods and to improve the socio-economic status of the eligible households. The support intended to be provided to these households is in the form of implements, production equipment and other production accessories.

**3. TIME FRAME**

This will be a 36 months' term contract.

**4. SUBMISSION OF THE TENDER DOCUMENT**

As specified in the Tender Bulletin

**5. DEFINITIONS/ ABBREVIATIONS**

“**DSD**” shall mean the Mpumalanga Provincial Department of Social Development, under which puts the requirements to provide sustainable livelihood equipment to households and projects in terms hereof, out on tender.

“**SLA**” Service Level Agreement.

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“**Contract**” enter into a formal and legally binding agreement.

“**COIDA**” Compensation for Occupational Injuries and Diseases Act.

“**CIPC**” Companies and Intellectual Property Commission.

“**DTIC**” Department of Trade, Industry and Competition.

“**CSD**” Central Supplier Database.

### **6. SCOPE OF THE SERVICE**

#### **6.1 Work Process**

##### **6.1.1 Responsibilities of the Service Provider(s)**

- a) The Service Provider will be required to supply and deliver household equipment as and when required.
- b) The Service provider will provide the Department of Social Development with bench mark prices, quotations and a markup on the list of equipment required.
- c) The Service Provider will deliver the equipment at the sub-district offices or location provided by the Department.

##### **6.1.2 Responsibilities of the Department**

- a) The Department will provide specifications with a list of equipment required and send it to the Services Provider(s) for the quotation and it should be submitted within 48 hours.
- b) The Service Provider shall be requested to deliver the equipment as per specification after a receipt of an order.

### **7. BID REQUIREMENTS**

#### **7.1. General Requirements of the Bid**

**To be considered responsive, Service Providers must submit the following Mandatory Documents by the closing date and time of the bid. Failure to comply with the following mandatory requirements will invalidate the Bid:**

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- a) Original Bid documents should be completed in black ink and any use of correction pen(tippex) on the bid document shall nullify the bid. All incomplete bid documents shall not be considered.
- b) Service Providers must provide proof of address in the form of water and Electricity bill from the municipality /Eskom statement/proof of residence or stamped letter from the Traditional Authority.
- c) Copy of Business Registration Certificate from CIPC.
- d) The Pricing Schedule must be fully completed. Any blank spaces or use of a correction pen (tippex) on the bid document will result in a disqualification.
- e) Service Providers are requested to fully complete the provided Pricing Schedule, typed or written in black ink any alteration or use of own designed bill of quantity will result in a disqualification.
- f) Certified copies of identity documents of directors / partners/ shareholders for the business.
- g) A letter of Good Standing (COIDA) must be submitted at the closing of the Bid and Service Providers who only attach a letter for Tender purposes will automatically be disqualified.
- h) Duly completed and signed bid documents including all the attached SBD forms:
  - SBD 1 (Invitation to tender).
  - SBD 4 (Declaration of interest).
  - SBD 6.1 (Preference point claim form in terms of the new preferential procurement regulations 2022).
  - SBD 6.2 (Declaration Certificate for Local Production and Content for Designated Sectors) Annexure C, D and E.(If applicable)
- i) Bidders must be registered on the Central Supplier Database and a copy of the Central Supplier Database registration summary report must be submitted at the closing date.

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- j) Where a consortium or joint ventures is involved, a valid agreement must be attached as well as certified copies of each company/ party (CIPC, Valid Tax pin and CSD registration).

**8. SPECIAL CONDITIONS OF THE BID**

**8.1 Condition of the Bid**

- a) The Accounting Officer is not bound to accept any of the proposals submitted and reserves the right to call for the best and final Offers from shortlisted bidders before final selection.
- b) Bidders must provide a detailed pricing schedule indicating unit prices for evaluation purposes.
- c) The lowest or any bid may not necessarily be accepted and the Accounting Officer reserves the right to accept the whole or part of any bid.
- d) The Accounting Officer reserves the right to appoint more than one service providers, to cancel this bid or any portion thereof and reserves the right to award the whole contract or part thereof.
- e) Bidders should note that quantities and grand totals referred to in the bill of quantities are for bid evaluation purposes and do not reflect real quantities to be bought neither the total amount to be paid to the supplier annually or after the duration of the contract.
- f) Bidders who fail to deliver the required goods at a given time, quantity and quality on three occasions will automatically be terminated from the contract.
- g) Bidders who disguise themselves as local bidders will be disqualified or their contracts be immediately terminated.
- h) Items that are excluded from the price list will be provided at market related price with not more than 25% mark –up.

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**8.2 Conditions of the Contract**

- a) The equipment price list will be reviewed as needed to include new and omitted items.
- b) Bidders who fail to deliver the required goods at a given time, quantity and quality on more than three consecutive occasions will automatically be terminated from the contract.
- c) The department reserves the right to benchmark the prices, if the Service provider is proven to have inflated prices or manipulated quotations it will result in termination of the contract.
- d) The Service provider must provide the department with the warrant/guarantee of the equipment.
- e) The Accounting Officer reserves the right to return goods supplied should it be proven that they are of an inferior quality.
- f) The accounting Officer reserves the right to appoint more than one services provider.
- g) Bidders must be registered on the Central Supplier Database and a copy of the Central Supplier Database registration summary report must be submitted at a closing date.
- h) Bidders who disguise themselves as local bidders will be disqualified or their contracts be immediately terminated.

**9. LOCAL PRODUCTION AND CONTENT**

- a) The Department shall only procure designated products taking in to account the minimum threshold of production and content as follows:
- b) The revised Preferential Procurement Policy Framework Act (PPPFA) regulations which came into effect on the 7<sup>th</sup> December 2011 empower the Department of Trade, Industry and Competition (the DTIC) to designate



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industries, sectors and sub-sectors for local production at a specified level of local content.

- c) The following industries, sectors and sub-sectors have so far been designated for local production with minimum local content thresholds:

| <b>Industry/sector/sub-sector</b>                    | <b>Minimum threshold for local content</b> |
|--|--|
| Textile, Clothing, Leather and Footwear              | 100%                                       |
| Steel Power Pylons,                                  | 100%                                       |
| Monopole Pylons,                                     | 100%                                       |
| Steel Substation Structures,                         | 100%                                       |
| Powerline Hardware,                                  | 100%                                       |
| Street Light Steel Poles,                            | 100%                                       |
| Steel Lattice Towers                                 | 100%                                       |
| Canned / Processed Vegetables                        | 80%  |
| Rail Rolling Stock                                   | 65%  |
| Set Top Boxes (STB)                                  | 30%  |
| <b>Furniture Products:</b>                           |  |
| Office Furniture                                     | 85%  |
| School Furniture                                     | 100%                                       |
| Base and Mattress                                    | 90%  |
| Melamine/Paper foil office desk with drawers         | 70%  |
| Stacker upholstered chair -4 legged without arms     | 100%                                       |
| Side upholstered chair-sleigh base with arms         | 70%  |
| High back upholstered chair with arms on 5-star base | 65%  |
| Steel stationery cupboard                            | 100%                                       |
| Steel drawer(s) filling cabinet                      | 100%                                       |
| Wood stationery cupboard                             | 100%                                       |
| Wood drawer(s) filling cabinet                       | 100%                                       |
| Solar Water Heater Components                        | 70%  |
| Electrical and telecom cables                        | 90%  |
| Valves products and actuators                        | 70%  |
| <b>Solar PV Components:</b>                          |  |
| Laminated PV Modules                                 | 15%  |
| Module Frame   | 65%  |
| DC Combiner Boxes                                    | 65%  |
| Mounting Structure                                   | 90%  |

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|             |      |
|-------------|------|
| Inverter    | 40%  |
| Wheely Bins | 100% |

**10. BID EVALUATION**

- a) Bids will be evaluated and adjudicated in accordance with the prescripts of the Preferential Procurement Regulations of 2022 using the **80/20-point** system.
- b) Points are allocated of price and specific goals as follows:  
 Price = **80**  
 Specific goals = **20**
- c) Functionality criteria will be used to eliminate or disqualify bidders who failed to obtain the minimum threshold of **70 points**
- d) Responsive bids will first be evaluated on functionality and bidders who score **70 points** and above of the **100 points** will be evaluated further on price and preference.

**11. FUNCTIONALITY EVALUATION**

| <b>FUNCTIONALITY</b>  | <b>POINTS</b> | <b>WEIGHTING</b> |
|---|---------------|------------------|
| <b>AVAILABILITY OF TRANSPORT</b>  |               | <b>40</b>        |
| <ul style="list-style-type: none"> <li>• Availability of 1 x 2-ton truck and 1 x 1-ton Bakkie.</li> </ul>   | 40            |                  |
| <ul style="list-style-type: none"> <li>• Availability of 1 x 2-ton truck.</li> </ul>  | 30            |                  |
| <ul style="list-style-type: none"> <li>• Availability of 1 x 1-ton Bakkie.</li> </ul>   | 20            |                  |
| Proof of availability of appropriate vehicles to enable the rendering of the sustainable livelihood service.<br><br><b>Certified copies of vehicles registration certificate should be attached.</b><br><br>If the vehicles do not belong to the company or one of the Directors, a signed letter of intent to enter into a |               |                  |

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|   |    |            |
|---|----|------------|
| vehicle leasing contract should be attached. Certified copies of vehicles registration certificate of the vehicles to be leased must be attached                              |    |            |
| <b>RELEVANT PREVIOUS EXPERIENCE</b>   |    | <b>40</b>  |
| <ul style="list-style-type: none"> <li>Attachment of appointment letters/ orders with a three years contract of goods and services worth R700,000.00 or more</li> </ul>       | 40 |            |
| <ul style="list-style-type: none"> <li>Attachment of appointment letters/ orders with a two years contract of goods and services worth R400,000.00 to R699,999.99.</li> </ul> | 30 |            |
| <ul style="list-style-type: none"> <li>Attachment of appointment letters/ orders of goods and services worth less than R399,999.99.</li> </ul>                                | 20 |            |
| <b>FINANCIAL CAPACITY</b>   |    | <b>20</b>  |
| Bank stamp required on confirmation letters   |    |            |
| <ul style="list-style-type: none"> <li>Bank rating category A</li> </ul>  | 20 |            |
| <ul style="list-style-type: none"> <li>Bank rating category B</li> </ul>  | 10 |            |
| <ul style="list-style-type: none"> <li>Bank rating category C</li> </ul>  | 05 |            |
| <ul style="list-style-type: none"> <li>Bank rating category D and below</li> </ul>  | 00 |            |
| <b>TOTAL</b>  |    | <b>100</b> |

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**12. SPECIFIC CONTRACT PARTICIPATION GOALS**

**12.1 THE 80/20 PREFERENCE POINTS SYSTEMS**

a) Points for historically disadvantaged Individuals will be allocated as follows:

(i) With no franchise in national elections before the 1983 and 1993 Constitutions

=10 points

(ii) Female

=5 points

(iv) Locality Mpumalanga Province (Gert Sibande District)

=3 points

(iii) Persons with disability

=2 points

**13. BID DOCUMENTS AND RETURNABLE SCHEDULES**

PART I SBD Bid documents (SBD 1, SBD 4, SBD 6.1 and 6.2 with annexure C, D and E) (If applicable)

PART II Bill of quantity / price schedule.

PART III Mandatory Documents.

PART IV Any other relevant document / information.

PART V General Conditions of Contract.

PART VI Letter of Good Standing (COIDA) (Letter to Tender is not acceptable).

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**14. PRICING SCHEDULE**

| <b>NO</b> | <b>ITEM DESCRIPTION</b>          | <b>QUANTITY OF MEASURE</b> | <b>TOTAL PRICE YEAR 1</b> | <b>TOTAL PRICE YEAR 2</b> | <b>TOTAL PRICE YEAR 3</b> |
|-----------|----------------------------------|----------------------------|---------------------------|---------------------------|---------------------------|
| 1.        | Brush Cutter, 553RS 8.4kg        | EACH                       | R                         | R                         | R                         |
| 2.        | Shin Guard                       | EACH                       | R                         | R                         | R                         |
| 3.        | Helmet with face shield          | EACH                       | R                         | R                         | R                         |
| 4.        | Spade                            | EACH                       | R                         | R                         | R                         |
| 5.        | Shovel                           | EACH                       | R                         | R                         | R                         |
| 6.        | Rake                             | EACH                       | R                         | R                         | R                         |
| 7.        | 5000L Water Tank                 | EACH                       | R                         | R                         | R                         |
| 8.        | Wire Fence, 30MX30MM             | EACH                       | R                         | R                         | R                         |
| 9.        | Fencing treated Poles, 1.8MM     | EACH                       | R                         | R                         | R                         |
| 10.       | Steel wheel barrow               | EACH                       | R                         | R                         | R                         |
| 11.       | 25mm LDPE pipe x 100m            | EACH                       | R                         | R                         | R                         |
| 12.       | Petrol Chain Saw 45 CC           | EACH                       | R                         | R                         | R                         |
| 13.       | Garden Scissors 555mm X 171W     | EACH                       | R                         | R                         | R                         |
| 14.       | 50kg Barbed wire 4mmx100m        | EACH                       | R                         | R                         | R                         |
| 15.       | Corner post 2400 medium          | EACH                       | R                         | R                         | R                         |
| 16.       | Stay bolt 1800mm light duty      | EACH                       | R                         | R                         | R                         |
| 17.       | KR Standard 1850mm               | EACH                       | R                         | R                         | R                         |
| 18.       | Wooden treated poles CCA H4 2.4m | EACH                       | R                         | R                         | R                         |
| 19.       | Steel pole 2.4m                  | EACH                       | R                         | R                         | R                         |
| 20.       | Diamond mesh 1899x75x25m         | EACH                       | R                         | R                         | R                         |
| 21.       | Gum poles 2.4 50-74mm 4 (H4 CCA) | EACH                       | R                         | R                         | R                         |

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|     |   |      |   |   |   |
|-----|---|------|---|---|---|
| 22. | Water Pump, 0,55 KW                               | EACH | R | R | R |
| 23. | 3-inch-high pressure water pump 175 diesel engine | EACH | R | R | R |
| 24. | Welded mesh galvanized ,1800x50x100x2.5mm x30m    | EACH | R | R | R |
| 25. | Welded mesh fence, 1,8mmx30m                      | EACH | R | R | R |
| 26. | Plastic wheel barrow                              | EACH | R | R | R |
| 27. | Plastic wheel barrow                              | EACH | R | R | R |
| 28. | 50m greenhouse net                                | EACH | R | R | R |
| 29. | Poly pipe LDPE class 3 black, 25mmx25m            | EACH | R | R | R |
| 30. | 553 CC grass brush cutter                         | EACH | R | R | R |
| 31. | 285x 227 Forest helmet                            | EACH | R | R | R |
| 32. | Crimping machine, manual corner crimper 64mm      | EACH | R | R | R |
| 33. | Cut off machine, mitre saw 1200W                  | EACH | R | R | R |
| 34. | Impact drill 13mm k/l chuck                       | EACH | R | R | R |
| 35. | Angle grinder 115mm 720w                          | EACH | R | R | R |
| 36. | Angle grinder 230B                                | EACH | R | R | R |
| 37. | 115mm 600mm 1.8 Grinder angle                     | EACH | R | R | R |
| 38. | 550w Drill 13mm                                   | EACH | R | R | R |
| 39. | Welding machine – weld 200 AMP                    | EACH | R | R | R |
| 40. | 230 AMP 230V Welding machine                      | EACH | R | R | R |
| 41. | Bending machine -6 Tane hydraulic                 | EACH | R | R | R |
| 42. | Toolbox welding set grip chest set 124 pieces     | EACH | R | R | R |
| 43. | G clamp- 500mm                                    | EACH | R | R | R |

**SPECIFICATION FOR THE SUPPLY AND DELIVERY OF SUSTAINABLE LIVELIHOOD EQUIPMENT TO HOUSEHOLDS AND PROJECTS AT GERT SIBANDE DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS**

|     |  |      |   |   |   |
|-----|--|------|---|---|---|
| 44. | 50L Compressor                                     | EACH | R | R | R |
| 45. | Adjustable Welding Helmet                          | EACH | R | R | R |
| 46. | Industrial wet and dry vacuum cleaner 3600W        | EACH | R | R | R |
| 47. | High pressure vacuum cleaner 1400W x35L            | EACH | R | R | R |
| 48. | Blower & Melcher vacuum 3000W                      | EACH | R | R | R |
| 49. | Square tube 6m                                     | EACH | R | R | R |
| 50. | 1400w car polisher                                 | EACH | R | R | R |
| 51. | Wet and dry 3600w vacuum cleaner 380L              | EACH | R | R | R |
| 52. | Shelter carport 30m                                | EACH | R | R | R |
| 53. | IBR steel roof sheet                               | EACH | R | R | R |
| 54. | Adjustable salon chair                             | EACH | R | R | R |
| 55. | Adjustable Hood hair dryer 1500w                   | EACH | R | R | R |
| 56. | Salon backwash basin                               | EACH | R | R | R |
| 57. | 25L Urn steel                                      | EACH | R | R | R |
| 58. | salon basin  | EACH | R | R | R |
| 59. | Salon trolley                                      | EACH | R | R | R |
| 60. | Hand hair dryer                                    | EACH | R | R | R |
| 61. | Hair Straightener                                  | EACH | R | R | R |
| 62. | 9kg Gas Cylinder                                   | EACH | R | R | R |
| 63. | 19kg Gas Cylinder                                  | EACH | R | R | R |
| 64. | Industrial straight stitch Sewing Machine complete | EACH | R | R | R |
| 65. | Industrial Over locker Machine, 3-reel complete    | EACH | R | R | R |

**SPECIFICATION FOR THE SUPPLY AND DELIVERY OF SUSTAINABLE LIVELIHOOD EQUIPMENT TO HOUSEHOLDS AND PROJECTS AT GERT SIBANDE DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS**

|     |  |      |   |   |   |   |
|-----|--|------|---|---|---|---|
| 66. | 5 in 1 Heat Pressing Machine                 | EACH | R | R | R | R |
| 67. | 3tray Single deck oven 220V                  | EACH | R | R | R | R |
| 68. | 40L Cake mixer 220v                          | EACH | R | R | R | R |
| 69. | Electric whisker                             | EACH | R | R | R | R |
| 70. | 20L cake mixer 220V                          | EACH | R | R | R | R |
| 71. | 10L Cake mixer 220V                          | EACH | R | R | R | R |
| 72. | 3 tray single door bread proofer             | EACH | R | R | R | R |
| 73. | 20L Dough mixer electricity                  | EACH | R | R | R | R |
| 74. | 20L Gas double deep fryer                    | EACH | R | R | R | R |
| 75. | 4 burner gas grillers                        | EACH | R | R | R | R |
| 76. | 16 L Food Warmer                             | EACH | R | R | R | R |
| 77. | Industrial Chicken Rotisserie Machine, 4.8kw | EACH | R | R | R | R |
| 78. | Electrical Flat Griller Machine 720mm        | EACH | R | R | R | R |
| 79. | 50L Port                                     | EACH | R | R | R | R |
| 80. | 3 plate gas stove                            | EACH | R | R | R | R |
| 81. | Gas stove boiling table 4 Pot                | EACH | R | R | R | R |
| 82. | 500 Gas braai burner mica master             | EACH | R | R | R | R |
| 83. | 50kg ice maker machine                       | EACH | R | R | R | R |
| 84. | Chest freezer 481L                           | EACH | R | R | R | R |
| 85. | 210L deep freezer                            | EACH | R | R | R | R |
| 86. | No.12 Mincer Table model electric 220V       | EACH | R | R | R | R |
| 87. | 3mx 4.5 Gazebo                               | EACH | R | R | R | R |
| 88. | 3 Legs pot size 4                            | EACH | R | R | R | R |



**SPECIFICATION FOR THE SUPPLY AND DELIVERY OF SUSTAINABLE LIVELIHOOD EQUIPMENT TO HOUSEHOLDS AND PROJECTS AT GERT SIBANDE DISTRICT AS AND WHEN REQUIRED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS**

|                         |   |      |   |   |   |
|-------------------------|---|------|---|---|---|
| 89.                     | Plastic foldable table  | EACH | R | R | R |
| 90.                     | Black plastic chair   | EACH | R | R | R |
| 91.                     | Cotek 720mm vinyl cutter and stand heat press 38x38cm   | EACH | R | R | R |
| 92.                     | Vinyl cutter software   | EACH | R | R | R |
| 93.                     | 27 LED monitor  | EACH | R | R | R |
| 94.                     | camera i xus 185 DK   | EACH | R | R | R |
| 95.                     | manual/hand operating 6 hollow drop brick making machine, hollow block mould, maxi brick mould, stock brick mould | EACH | R | R | R |
| 96.                     | Steel self-lock scaffold tower-complete -1.5m – 4m SHD-4-1.5  | EACH | R | R | R |
| 97.                     | steel Builders trestle 525mm  | EACH | R | R | R |
| 98.                     | Scaffold plank 50X228mm, 3.6M   | EACH | R | R | R |
| <b>TOTAL</b>            |   |      |   |   |   |
| <b>Vat @15%</b>         |   |      |   |   |   |
| <b>GRAND TOTAL YEAR</b> |   |      |   |   |   |
| <b>GRAND TOTAL</b>      |   |      |   |   |   |

Annex C

**Local Content Declaration - Summary Schedule**

- (C1) Tender No. RFP: 3434/23/03/201
- (C2) Tender description: Provision of Construction Services for the Design and Installation of electric fence at CSIR Cottesloe Campus
- (C3) Designated product(s): Steel, telecom cables and electric cables
- (C4) Tender Authority: CSIR
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content % : electric cables 90%, telecom cables 90% and steel 100%

Pula

EU

GBP

**Note:** VAT to be excluded from all calculations

**Calculation of local content**

| 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) |
|------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| (C8)             | (C9)          | (C10)                          | (C11)                   | (C12)   | (C13)          | (C14)       | (C15)                      |
|                  |               |                                |                         |   |                |             |                            |
|                  |               |                                |                         |   |                |             |                            |
|                  |               |                                |                         |   |                |             |                            |
|                  |               |                                |                         |   |                |             |                            |
|                  |               |                                |                         |   |                |             |                            |
|                  |               |                                |                         |   |                |             |                            |

**Tender summary**

| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
|------------|--------------------|---------------------------------|------------------------|
| (C16)      | (C17)              | (C18)                           | (C19)                  |
|            |                    |                                 |                        |
|            |                    |                                 |                        |
|            |                    |                                 |                        |
|            |                    |                                 |                        |
|            |                    |                                 |                        |
|            |                    |                                 |                        |
|            |                    |                                 |                        |
|            |                    |                                 |                        |
|            |                    |                                 |                        |
|            |                    |                                 |                        |

Signature of tenderer from Annex B

(C20) Total tender value R 0  
 (C21) Total Exempt imported content R 0  
 (C22) Total Tender value net of exempt imported content R 0  
 (C23) Total Imported content R 0  
 (C24) Total local content R 0  
 (C25) Average local content % of tender

Date: \_\_\_\_\_

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

|      |   |
|------|---|
| (D1) | Tender No. RFO: 0000  |
| (D2) | Tender description: For the Provision of Construction Services for the Design and Installation of electric fence at CSIR Cottestoe Campus |
| (D3) | Designated Products: Steel, electric cables and telecom cables  |
| (D4) | Tender Authority: CSIR  |
| (D5) | Tendering Entity name:  |
| (D6) | Tender Exchange Rate:   |

Note: VAT to be excluded from all calculations

EU GBP

| A. Exempted imported content             |                                 | Calculation of imported content |                   |  |                      |                        |                                |   |                            |            |                         |
|--|---------------------------------|---------------------------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|------------|-------------------------|
| Tender Item no's                         | Description of imported content | Local supplier                  | Overseas Supplier | Foreign currency Invoice value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
| (D7)                                     | (D8)                            | (D9)                            | (D10)             | (D11)  | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)                      | (D17)      | (D18)                   |
|  |                                 |                                 |                   |  |                      |                        |                                |   |                            |            |                         |
| (D19) Total exempt imported value<br>R 0 |                                 |                                 |                   |  |                      |                        |                                |   |                            |            |                         |

This total must correspond with Annex C - C 21

| B. Imported directly by the Tenderer          |                                 | Calculation of imported content |                   |  |                      |                        |                                |   |                            |            |                      |
|---|---------------------------------|---------------------------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|------------|----------------------|
| Tender Item no's                              | Description of imported content | Unit of measure                 | Overseas Supplier | Foreign currency Invoice value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
| (D20)   | (D21)                           | (D22)                           | (D23)             | (D24)  | (D25)                | (D26)                  | (D27)                          | (D28)                                       | (D29)                      | (D30)      | (D31)                |
|   |                                 |                                 |                   |  |                      |                        |                                |   |                            |            |                      |
| (D32) Total imported value by tenderer<br>R 0 |                                 |                                 |                   |  |                      |                        |                                |   |                            |            |                      |

This total must correspond with Annex C - C 23

| C. Imported by a 3rd party and supplied to the Tenderer |                 | Calculation of imported content |                   |  |                      |                        |                                |   |                            |                   |                      |
|---|-----------------|---------------------------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|-------------------|----------------------|
| Description of imported content                         | Unit of measure | Local supplier                  | Overseas Supplier | Foreign currency Invoice value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity Imported | Total imported value |
| (D33)   | (D34)           | (D35)                           | (D36)             | (D37)  | (D38)                | (D39)                  | (D40)                          | (D41)                                       | (D42)                      | (D43)             | (D44)                |
|   |                 |                                 |                   |  |                      |                        |                                |   |                            |                   |                      |
| (D45) Total imported value by 3rd party<br>R 0          |                 |                                 |                   |  |                      |                        |                                |   |                            |                   |                      |

This total must correspond with Annex C - C 23

| D. Other foreign currency payments  |                                   | Calculation of foreign currency payments |                             |                      |                         |
|---|-----------------------------------|--|-----------------------------|----------------------|-------------------------|
| Type of payment   | Local supplier making the payment | Overseas beneficiary                     | Foreign currency value paid | Tender Exchange Rate | Local value of payments |
| (D46)   | (D47)                             | (D48)                                    | (D49)                       | (D50)                | (D51)                   |
|   |                                   |  |                             |                      |                         |
| (D52) Total of foreign currency payments declared by tenderer and/or 3rd party<br>R 0           |                                   |  |                             |                      |                         |
| (D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above<br>R 0 |                                   |  |                             |                      |                         |

Signature of tenderer from Annex B

Date:

# Annex E

## Local Content Declaration - Supporting Schedule to Annex C

|  |  |   |  |  |
|--|--|---|--|--|
| Tender No. RFQ:  |  | Tender description: Refurbishment of Building 43D at the CSIR Pretoria campus |  |  |
| Designated products: Steel, Office furniture, textiles |  | Tender Authority: SCIR  |  |  |
| Tendering Entity name:                                 |  |   |  |  |

Note: VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value   |
|--|--------------------------------|-----------------|---|
| (E6)                                       | (E7)                           | (E8)            | (E9) Total local products (Goods, Services and Works) |
|  |                                |                 | R 0   |
|  |                                |                 |   |
|  |                                |                 |   |
|  |                                |                 |   |
|  |                                |                 |   |
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|  |                                |                 |   |

|  |  |     |
|--|--|-----|
| (E10) Manpower costs                       | (Tenderer's manpower cost)   | R 0 |
| (E11) Factory overheads                    | (Rental, depreciation & amortisation, utility costs, consumables etc.) | R 0 |
| (E12) Administration overheads and mark-up | (Marketing, insurance, financing, interest etc.)                       | R 0 |
| (E13) Total local content                  |  | R 0 |

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:



### 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:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.



### 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:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- 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 interest<sup>1</sup> 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 institution | State |
|-----------|-----------------|---------------------|-------|
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |

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

<sup>1</sup> 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 consortium<sup>2</sup> 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.

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

**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**

**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:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | 80            |
| <b>SPECIFIC GOALS</b>                            | 20            |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

- 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

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:

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

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.)*

| <b>The specific goals allocated points in terms of this tender</b> | <b>Number of points allocated<br/>(90/10 system)<br/>(To be completed by the organ of state)</b> | <b>Number of points allocated<br/>(80/20 system)<br/>(To be completed by the organ of state)</b> | <b>Number of points claimed<br/>(90/10 system)<br/>(To be completed by the tenderer)</b> | <b>Number of points claimed<br/>(80/20 system)<br/>(To be completed by the tenderer)</b> |
|--|--|--|--|--|
| HDI  |  | 10   |  |  |
| Female   |  | 05   |  |  |
| Persons with disability  |  | 02   |  |  |
| Locality   |  | 03   |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**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.

|                                    |       |
|------------------------------------|-------|
| .....                              |       |
| <b>SIGNATURE(S) OF TENDERER(S)</b> |       |
| <b>SURNAME AND NAME:</b>           | ..... |
| <b>DATE:</b>                       | ..... |
| <b>ADDRESS:</b>                    | ..... |
|                                    | ..... |
|                                    | ..... |
|                                    | ..... |

## 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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](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:**

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

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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 at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

| <b>Currency</b> | <b>Rates of exchange</b> |
|-----------------|--------------------------|
| 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.thdti.gov.za/industrialdevelopment/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 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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



obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

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

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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