

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ZNQ00095/00000/00/HOD/GEN/23/T	CLOSING DATE:	06-10-2023	CLOSING TIME:	11h00
DESCRIPTION	SERVICE PROVIDER FOR REMOVAL OF OBSOLETE IT EQUIPMENT (BUY AND REMOVE FROM DEPARTMENTAL PREMISES-SALE OF SCRAP)				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>			<b>OR E-MAILED TO:</b>		
Department of Transport, Head Office			E-MAIL: <a href="mailto:Tenders@kzntransport.gov.za">Tenders@kzntransport.gov.za</a>		
Nkosi Mhlabunzima Maphumulo House			Under no circumstances must suppliers submit their quotation offers/ responses to the official whose name appear on the enquiries.		
172 Burger Street					
Pietermaritzburg, 3201					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	P. RAMLAL		CONTACT PERSON	Melusi Buthelezi	
TELEPHONE NUMBER	033 - 355 0403		TELEPHONE NUMBER	078 1411 842	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS	<a href="mailto:Melusi.Buthelezi@kzntransport.gov.za">Melusi.Buthelezi@kzntransport.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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [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		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS

PLEASE NOTE THAT THIS CALL FOR BIDS IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the Bids forms be retyped or redrafted, but can be completed online without changing any words. Photocopies of the original Bids documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the Bids documents.
6. Each Bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the Respondent, the Bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Bids other than that shown on the envelope. If this provision is not complied with, such Bids may be rejected as being invalid.
7. All Bids received in sealed envelopes with the relevant Bids numbers on the envelopes are kept unopened in safe custody until the closing time of the Bids. Where, however, a Bids is received open, it shall be sealed. If it is received without a Bids number on the envelope, it shall be opened, the Bid number ascertained, the envelope sealed and the Bid number written on the envelope.
8. A specific box is provided for the receipt of Bids, and no Bids found in any other box or elsewhere subsequent to the closing date and time of Bids will be considered.
9. No Bids sent through the post/courier will be considered if it is received after the closing date and time stipulated in the BIDS documentation, and proof of posting/couriering will not be accepted as proof of delivery.
10. No Bids submitted by telefax, telegraphic will be considered.
11. Bids documents must not be included in packages containing samples. Such Bids may be rejected as being invalid.
12. Any alteration made by the Respondent must be initialled. If not initialled the Respondent may be disqualified.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of Bids.
15. Where practical, prices will be made public at the time of opening Bids.

### Acceptable Proof for Allocation of Points

The specific goals allocated points in terms of this tender	<u>Points</u>	<u>Acceptable Proof for Allocation of Points</u>
The promotion of South African owned enterprises	10	CIPC company registration documents
Promotion of SMMEs	10	Sworn A BBB-EE Certificate or Sworn Affidavit

### Rights to Award

- KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or ***Reserves the Right to accept bids in Whole or In Part.***
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

### Price Negotiation.

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

KZN DoT supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the KZNDOT does not support any form of fronting.

## AUTHORITY TO SIGN

**Bid/Quotation no. ZNQ00095/00000/00/HOD/GEN/23/T- SERVICE PROVIDER FOR REMOVAL OF OBSOLETE IT EQUIPMENT(BUY AND REMOVE FROM DEPARTMENTAL PREMISES-SALE OF SCRAP)**

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: \_\_\_\_\_

Registration Number:\_\_\_\_\_

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc RESOLVED that \_\_\_\_\_, in his/her capacity as \_\_\_\_\_, is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

*(sole member still must sign this resolution)*

Signature of members:

Name	Signature	Date
1. _____	_____	_____.
2. _____	_____	_____.
3. _____	_____	_____.
4. _____	_____	_____.
5. _____	_____	_____.
6. _____	_____	_____.

**Specimen signature of the signatory:\_\_\_\_\_.**

**Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.**

**SBD 3.1**  
**PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

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

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

Name of bidder.....  Closing Time    11h00	Bid number: <b>ZNQ00095/00000/00/HOD/GEN/23/T</b>  Closing date..... <b>06-10-2023</b>
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OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1	AA100145	Mecer Xtreme Tower		
2	AA100155	Mecer Xtreme Tower		
3	AA100159	Mecer Xtreme Tower		
4	AA100173	Mecer Xtreme Tower		
5	AA100182	Mecer Xtreme Desktop		
6	AA100634	Mecer Premium Desktop		
7	AA100995	Mecer Premium Tower		
8	AA101659	Mecer Premium Tower		
9	AA102557	Mecer Premium Deskto		
10	AA102873	MONITOR		
11	AA103710	Mecer Premium Deskto		
12	AA103775	Mecer C500		
13	AA104225	Mecer Premium Deskto		
14	AA104767	Mecer Xtreme Desktop		
15	AA104886	Mecer Xtreme Desktop		
16	AA105236	3Com Office Connect Switch		
17	AA105251	Mecer C500		
18	AA105825	Acer Aopen Desktop		
19	AA106144	Mecer Xtreme Desktop		
20	AA106217	Mecer Xtreme Desktop		

21	AA106966	Hp Inkjet 1200 Print		
22	AA107009	Hp Laserjet 1200 Printer		
23	AA107598	Mecer		
24	AA107674	Mecer		
25	AA107842	Mecer Xtreme Desktop		
26	AA108449	Mecer		
27	AA109698	Mecer Premium Deskto		
28	AA225995	Mecer Premium Deskto		
29	AA235834	Mecer P4 Tower		
30	AA235885	Epson Projector		
31	AA254707	Wooden 2 Door Cupboa		
32	AA254988	Mecer Xtreme Desktop		
33	AA256723	HP Scan Jet		
34	AA277064	Mecer Premium Deskto		
35	AA277522	Mecer P4 Desktop		
37	AA277659	Mecer P4 Desktop		
38	AA277663	Desktop Pc		
39	AA278937	Mecer P4 Desktop		
40	AA284995	Mecer Monitor		
41	AA350814	Mecer Desktop		
42	AA350815	17"LCD Mecer Monitor		
43	AA350832	Mecer Desktop		
44	AA350833	17"LCD Mecer Monitor		
45	AA350853	Mecer Desktop		
46	AA350855	Mecer Tower		
47	AA350873	17"Mecer Monitor		
48	AA350879	Mecer Monitor		
49	AA350880	Mecer Tower		
50	AA350881	17"LCD Mecer Monitor		

51	AA350896	17"LCD Mecer Monitor		
52	AA350904	17"LCD Mecer Monitor		
53	AA350917	Mecer Desktop		
54	AA350918	17"LCD Mecer Monitor		
55	AA350922	22"LCD Mecer Monitor		
56	AA350933	Mecer Desktop		
57	AA350952	Acer Travelmate 6293 Notebook		
58	AA350956	Mecer P4 Tower		
59	AA350958	Mecer Desktop		
60	AA350977	Mecer 17"lcd Monitor		
61	AA350989	Mecer 17"lcd monitor		
62	AA351703	Server		
63	AA351707	Mecer Desktop		
64	AA351708	17"LCD Mecer Monitor		
65	AA351714	Mecer Desktop		
66	AA351715	17"LCD Mecer Monitor		
67	AA351718	Mecer Tower		
68	AA351719	Mecer Monitor		
69	AA351723	17"LCD Mecer Monitor		
70	AA351724	Mecer Tower		
71	AA351740	17"LCD Mecer Monitor		
72	AA351741	Mecer Tower		
73	AA351748	19"LCD Mecer Monitor		
72	AA351756	Mecer P4 Desktop		
73	AA351759	Mecer Desktop		
74	AA351784	17"LCD Mecer Monitor		
75	AA351790	17"LCD Mecer Monitor		
76	AA351797	3Com Office Connect Switch 24 PORT		



77	AA376289	Wooden Small Desk		
78	AA393636	HP Laserjet 1100 pri		
79	AA477901	Mecer Monitor 23"LCD		
80	AA477916	Mecer Monitor 17"LCD		
81	AA477919	Mecer Monitor 17"LCD		
82	AA477921	Mecer Monitor 17"LCD		
83	AA477970	Mecer Monitor 23"LCD		
84	AA478015	A Open Monitor		
85	AA526366	HP TABLET LAPTOP		
86	AA526501	Mecer Tower		
87	AA526503	Mecer Tower		
88	AA526504	Mecer 17'lcd monitor		
89	AA526509	Mecer P4 Tower		
90	AA526512	17"LCD Mecer Monitor		
91	AA526513	Mecer Tower		
92	AA526514	17"LCD Mecer Monitor		
93	AA526515	Tower		
94	AA526537	Mecer Desktop		
95	AA526543	17"LCD Mecer Monitor		
96	AA526558	3Com Office Connect Switch 24 PORT		
97	AA527246	Hp Officejet Printer 470		
98	AA527298	Mecer Monitor 17"LCD		
99	AA527475	Desktop PC		
100	AA527478	Mecer Monitor 17"LCD		
101	AA527538	17" LCD Monitor		
102	AA527567	17" LCD Monitor		
103	AA527592	17" LCD Monitor		
104	AA527594	Desktop PC		

105	AA527614	Mecer Desktop		
106	AA527620	Mecer Desktop		
107	AA527623	Mecer Monitor 17"LCD		
108	AA527624	Mecer Desktop		
109	AA527625	Mecer Monitor 17"LCD		
110	AA527629	Mecer Monitor 17"LCD		
111	AA527641	Mecer Monitor		
112	AA527649	HP Laserjet Printer		
113	AC003903	Mecer Monitor 19"LCD		
114	AA527665	Mecer Monitor 17"LCD		
115	AA527671	Mecer Monitor 17"LCD		
116	AA527678	Acer Travelmate TM8372T Notebook		
117	AA527683	Mecer Monitor 17"LCD		
118	AA527706	Mecer Monitor 23"LCD		
119	AA527715	Mecer Desktop		
120	AA527720	Mecer Monitor 17"LCD		
121	AA527721	Mecer Desktop		
122	AA527724	Mecer Monitor 17"LCD		
123	AA527730	Mecer Tower		
124	AA527732	Mecer Tower		
125	AA527733	Mecer Monitor 17"LCD		
126	AA527776	Mecer Desktop		
127	AA527792	Mecer Desktop PC		
128	AA527793	Mecer Monitor 17"LCD		
129	AA527801	Mecer Tower		
130	AA527805	Mecer Tower		
131	AA527807	Mecer Tower		
132	AA527814	Mecer Monitor 17"LCD		

133	AA527817	Mecer Desktop		
134	AA527818	Mecer Monitor 17"LCD		
135	AA527822	Mecer Monitor 17"LCD		
136	AA527826	Mecer Monitor 17"LCD		
137	AA527830	Mecer Monitor 17"LCD		
138	AA527835	Mecer Tower Pc		
139	AA527836	Mecer Monitor 17"inch		
140	AA527845	Mecer Tower		
141	AA527849	Acer Travelmate TM8572 LAPTOP		
142	AA527857	Mecer Monitor 17"LCD		
143	AA527867	Mecer Monitor 17"LCD		
144	AA527868	Mecer Desktop		
145	AA527873	Mecer Monitor 17"LCD		
146	AA527875	Mecer Monitor 17"LCD		
147	AA527880	Mecer Tower		
148	AA527881	Mecer Monitor 17"LCD		
149	AA527882	Mecer Desktop		
150	AA528610	Desktop Pc		
151	AA528791	Mecer Desktop		
152	AA529177	Mecer Monitor 17"LCD		
153	AA529178	Mecer Monitor 17"LCD		
154	AA529186	Mecer Monitor 17"LCD		
155	AA529188	Mecer Monitor 17"LCD		
156	AA529190	Mecer Monitor 17"LCD		
157	AA529195	Mecer Monitor 17"LCD		
158	AA529759	Mecer Monitor 17"LCD		
159	AA529761	Mecer Monitor 17"LCD		
160	AA529763	Mecer Monitor 17"LCD		

161	AA529768	3Com Office Connect Switch		
162	AA529793	Mecer Monitor 17"LCD		
163	AA529798	Mecer Monitor 17"LCD		
164	AA680013	CPU		
165	AA284968	Acer Travelmate 516T		
166	AA680549	Mecer Xtreme Desktop		
167	AA680599	Mecer P4 Desktop		
168	AC008124	Mecer P4 Desktop		
169	AC008134	Tower		
170	AA684024	Mecer P4 Desktop		
171	AA684158	Mecer P4 Desktop		
172	AA684290	Mecer P4 Desktop		
173		Mecer Um9G9Da Monitor		
174	AA684524	3COM SWITCH		
175	AB406128	3Com Office Connect Switch		
176	AB406163	Mecer Desktop		
177	AB406184	Mecer P4 Tower		
178	AB406187	Mecer P4 Tower		
179	AB406194	Switch		
180	AB406206	Mecer P1 Desktop		
181	AB406212	Mecer P4 Desktop		
182	AB406219	Switch		
183	AB406228	3Com Office Connect Switch		
184	AB406233	Mecer P4 Tower		
185	AB406239	Mecer P4 Desktop		
186	AB406257	Mecer P4 Desktop		
187	AB406259	Mecer Tower		
188	AB406298	Desktop		
189	AB407582	Desktop Pc		

190	AB407586	Mecer P4 Desktop		
191	AB408707	3Com 16Port Baseline		
192	AB408748	Mecer P4 Desktop		
193	AB408763	Mecer P4 Desktop		
194	AB408800 AB408806	Mecer P4 Desktop		
195	AB408814	Mecer P4 Desktop		
196	AB408817	Mecer P4 Desktop		
197	AB408819	Mecer P4 Desktop		
198	AB408828	Mecer P4 Desktop		
199	AB408833	Mecer P4 Desktop		
200	AB408842	Mecer Desktop		
201	AB408895	Dell Latitude D820		
202	AB409963	3Com Office Connect Switch		
203	AB409967	3Com Office Connect Switch		
204	AB409970	3Com Office Connect Switch		
205	AB409972	4 Drawer Bulk Filer		
206	AB409980	3Com Office Connect Switch		
207	AB409981	3Com Office Connect Switch		
208	AB409987	3Com Office Connect Switch		
209	AB409989	3Com Office Connect Switch		
210	AB409993	3Com Office Connect Switch 48 PORT		
211	AB409994	3Com Office Connect Switch		
212	AB409995	3Com Office Connect Switch		
213	AB414687	Mecer P4 Desktop		
214	AB414708	Mecer P4 Desktop		
215	AB414711	Mecer P4 Desktop		
216	AB414730	Mecer P4 Desktop		
217	AB414744	Mecer P4 Desktop		

218	AB441739	Mecer P4 Desktop		
219	AA525026	Mecer P4 Desktop (barcode fell off)		
220	AB441744	Mecer P4 Desktop		
221	AB441808	Mecer 17" LCD		
222	AB441811	Mecer P4 Desktop		
223	AB441828	Mecer P4 Desktop		
224	AB441829	Mecer 17" LCD Monito		
225	AB441830	Mecer P4 Desktop		
226	AB441831	Mecer 17" LCD Monito		
227	AB441832	Mecer P4 Desktop		
228	AB441833	Mecer 17" LCD Monito		
229	AB441844	Mecer 17" LCD		
230	AB441893	Mecer P4 Desktop		
231	AB441894	Mecer 17" LCD Monito		
232	AB442517	Mecer P4 Desktop		
233	AB442551	Mecer P4 Desktop		
234	AB442590	IBM T60 Laptop		
235	AB442599	Mecer P4 Desktop		
236	AB443098	Mecer 17" LCD Monito		
237	AB443100	Mecer 17" LCD Monito		
238	AB444503	Mecer Desktop		
239	AB752656	Cisco 3000 Router		
240	AB755025	Mecer Tower		
241	AB755050	Hewlett Packard ML11		
242	AB755091	Mecer P4 Tower		
243	AB755094	Mecer 17' LCD		
244	AB756001	Mecer P4 Desktop with DVD drive		

245	AB756026	3Com SuperStack 3 Office Connect Switch		
246	AB756075	Mecer 17' LCD Monitor		
247	AB756081	Mecer 17' LCD Monitor		
248	AB756082	Mecer P4 Desktop with DVD-Rom		
249	AB756094	Mecer P4 Desktop with DVD-Rom		
250	AB756096	Mecer P4 Desktop with DVD Rom		
251	AB757219	Mecer Tower		
252	AB757228	Mecer P4 Desktop with DVD-Rom		
253	AC004139	Mecer P4 with DVD-Rom Desktop		
254	AB757244	Mecer 17"LCD Monitor		
255	AB757247	Mecer P4 with DVD-Rom Desktop		
256	AB757248	Mecer 17"LCD Monitor		
257	AB757264	Mecer P4 with DVD-Rom Desktop		
258	AB757266	Mecer P4 with DVD-Rom Desktop		
259	AB757270	Mecer P4 with DVD-Rom Desktop		
261	AC022366	Mecer P4 with DVD-Rom Desktop		
262	AB757290	Mecer P4 with DVD-Rom Desktop		
263	AB757509	Mecer P4 with DVD-Rom Desktop		
264	AB757539	Mecer 17" LCD Monitor		
265	AB757543	Mecer 17" LCD Monitor		
266	AB757561	Mecer Core 2 Duo		
267	AB757570	Mecer P4 Tower		

268	AB757577	Acer Travelmate 6292 Notebook		
269	AB757579	3 COM 5500 SWITCH		
270	AB758257	Mecer Desktop		
271	AB758265	Mecer Desktop		
272	AB758267	Mecer Desktop		
273	AB758270	17" LCD Mecer Monitor		
274	AB758271	Mecer Desktop		
275	AB758290	Mecer Desktop		
276	AB758292	Mecer Desktop		
277	AB758298	Mecer Desktop		
278	AB758301	Mecer Tower		
279	AB758304	17" LCD Mecer Monitor		
280	AB758351	Acer Travelmate 6293 Notebook		
281	AB758353	17"LCD Mecer Monitor		
282	AB758356	Mecer Desktop		
283	AB758359	17"LCD Mecer Monitor		
284	AB758376	Mecer Desktop		
285	AB758380	Mecer Tower		
286	AB758382	Mecer Tower		
287	AB758386	Mecer Desktop		
288	AB758399	17"LCD Mecer Monitor		
289	AB758910	Desktop Pc		
290	AB758922	Mecer Desktop		
291	AB758923	Mecer Desktop		
292	AB758959	Mecer Desktop		
293	AB758963	Switch		
294	AB758965	Desktop Pc		
295	AB758982	Mecer Desktop		
296	AB758995	Mecer Desktop		



297	AB759426	Mecer P2 Desktop		
298	AB759609	Mecer Desktop		
299	AB759615	Mecer Desktop		
300	AB759629	Mecer Desktop		
301	AB759630	Mecer Desktop		
302	AB759633	17"LCD Mecer Monitor		
303	AB759634	Mecer Desktop		
304	AB759635	17"LCD Mecer Monitor		
305	AB759643	Mecer Desktop		
306	AB759649	Cisco System 2801 Switch		
307	AC008198	3Com Office Connect Switch		
308	AB759668	Mecer P4 Tower		
309	AB759684	Dell D520 LATITUDE Ppm Notebook/Laptop		
310	AB759687	Mecer Desktop		
311	AB759688	17"LCD Mecer Monitor		
312	AB759692	Mecer Desktop		
313	AB759913	Mecer Desktop		
314	AB759914	Mecer Monitor		
315	AB759943	Mecer P4 Tower		
316	AB759951	3Com 2250 48PORT Office Connect Switch		
317	AB759952	17"LCD Mecer Monitor		
318	AB759966	Mecer Desktop		
319	AB759990	Acer Travelmate 6293 Notebook		
320	AB759995	17"LCD Mecer Monitor		
321	AB760031	19"LCD Mecer Monitor		
322	AB760049	Monitor Mecer		
323	AB760086	Mecer P4 Tower		
324	AB761019	Mecer Premium Desktop		

325	AB761023	Mecer P4 Desktop wit		
326	AB761033	Mecer P4 Desktop wit		
327	AB761037	Mecer P4 Desktop		
328	AB761050	CPU		
329	AB761096	Mecer P4 Desktop wit		
330	AB761097	Mecer 17" LCD Monito		
331	AB761125	Mecer 17" LCD Monito		
332	AB761144	Mecer P4 Desktop		
333	AB761173	Mecer 17" LCD Monito		
334	AB761174	Mecer P4 Desktop wit		
335	AB761193	Mecer 17" LCD Monito		
336	AB761207	Mecer P4 Desktop wit		
337	AB761241	Acer 17" LCD Monitor		
338	AB761246	Acer 17" LCD Monitor		
349	AB761256	Acer Travelmate 8215		
340	AB761257	Acer EzDock Docking		
341	AB761263	Mecer 19" LCD Monitor		
342	AB761267	Hp Deskjet 460wbt Pr		
343	AB761269	Mecer P4 Desktop with CD/DVD/RW Combo		
344	AB761282	Mecer 17" LCD Monitor		
345	AB762657	Tablet Pc		
346	AB762703	Mecer P4 Tower		
347	AB762705	Mecer P4 Core 2 Duo		
348	AB762706	Mecer 17" LCD Monito		
349	AB762797	Mecer P4 Tower		
350	AB762817	Mecer P4 Desktop with CD/DVD/RW Combo		
351	AB762830	Mecer P4 Desktop with CD/DVD/RW Combo		

352	AB762831	Mecer 17'LCD Monitor		
353	AB762848	Mecer 17' LCD Monito		
354	AB762854	Mecer 17" LCD Monito		
355	AB762859	Mecer P4 Desktop with CD/DVD/RW Combo		
356	AB762874	Mecer P4 Desktop Duo		
357	AB762876	Mecer 17' LCD Monito		
358	AB762881	Mecer P4 Desktop wit		
359	AB762883	Mecer P4 Desktop		
360	AB762887	Mecer P4 Desktop Core 2 Duo		
370	AB762898	Mecer P4 Desktop Cor		
371	AB763027	Mecer P4 Desktop Cor		
372	AB763028	Mecer 17" LCD Monito		
373	AB763040	Mecer 17" LCD Monito		
374	AB763099	Hp 6710 Monitor		
375	AB763601	Mecer P4 Core 2 Duo Desktop		
376	AB763625	Acer Travelmate 6292		
377	AB763672	Mecer 17" LCD Monito		
378	AB764707	Mecer 17" LCD Monito		
379	AB759934	Mecer 17" LCD Monitor		
380	AB764726	Mecer P4 Core 2 Duo Desktop		
381	AB764730	Mecer P4 Core 2 Duo		
382	AB764769	Mecer Core2Duo		
383	AC000041	Desktop Pc		
384	AC000047	Mecer Monitor 17"LCD		
385	AC000048	Mecer Monitor 17"LCD		
386	AC000049	Mecer Monitor 17"LCD		
387	AC000089	Mecer Monitor 17"LCD		
388	AC000098	Mecer Monitor 17"LCD		

389	AC000106	HP Switch 24 port		
390	AC000116	Mecer Desktop		
391	AC000117	Mecer Desktop		
392	AC000127	Acer Travelmate 6594		
393	AC000128	Mecer Desktop		
395	AC000130	Mecer Desktop		
396	AC000168	17"LCD Mecer Monitor		
397	AC000171	17"LCD Mecer Monitor		
398	AC000174	17"LCD Mecer Monitor		
399	AC000177	17"LCD Mecer Monitor		
400	AC000178	17"LCD Mecer Monitor		
401	AC000180	17"LCD Mecer Monitor		
402	AC000182	17"LCD Mecer Monitor		
403	AC000188	17"LCD Mecer Monitor		
404	AC000189	17"LCD Mecer Monitor		
405	AC000194	3Com Office Connect Switch 48 PORT		
406	AC000201	Mecer 17' LCD Monitor		
407	AC000207	Mecer 17' LCD Monitor		
408	AC000211	Mecer 17' LCD Monitor		
409	AC000216	Mecer 17' LCD Monitor		
410	AC000220	Mecer 17' LCD Monitor		
411	AC000221	Mecer 17' LCD Monitor		
412	AC024893	Mecer 17' LCD Monitor		
413	AC000236	17"LCD Mecer Monitor		
414	AC000237	17"LCD Mecer Monitor		
415	AC000239	17"LCD Mecer Monitor		
416	AC000246	17"LCD Mecer Monitor		

417	AC000250	17"LCD Mecer Monitor		
418	AC000251	17"LCD Mecer Monitor		
419	AC000252	17"LCD Mecer Monitor		
420	AC000254	17"LCD Mecer Monitor		
421	AC000256	17"LCD Mecer Monitor		
422	AC000266	17"LCD Mecer Monitor		
423	AC000269	Mecer 17 LCD Monitor		
424	AC000270	Mecer 17 LCD Monitor		
425	AC000273	Mecer17 LCD Monitor		
426	AC000275	Mecer 17 LCD Monitor		
427	AC000277	Mecer 17 Monitor		
428	AC000279	Mecer 17 LCD Monitor		
429	AC000281	Mecer 17 LCDMonitor		
430	AC000283	Mecer 17 LCDMonitor		
431	AC000286	17"LCD Mecer Monitor		
432	AC000288	17"LCD Mecer Monitor		
433	AC000290	17"LCD Mecer Monitor		
434	AC000292	17"LCD Mecer Monitor		
435	AC000294	17"LCD Mecer Monitor		
436	AC000295	17"LCD Mecer Monitor		
437	AC000296	17"LCD Mecer Monitor		
438	AC000297	17"LCD Mecer Monitor		
439	AC000300	17"LCD Mecer Monitor		
440	AC001400	Acer Travelmate EXTENSA 5610		
441	AC002971	Mecer		
442	AC003754	Mecer Desktop		
443	AC003756	Mecer Desktop		
444	AC003767	Mecer Desktop		
445	AC003774	Mecer Desktop		

446	AC003778	23"LCD Mecer Monitor		
447	AC003783	23"LCD Mecer Monitor		
448	AC003784	Mecer Desktop		
449	AC003785	Mecer Desktop		
450	AC003787	23"LCD Mecer Monitor		
451	AC003813	17"LCD Mecer Monitor		
452	AC003816	17"LCD Mecer Monitor		
453	AC003820	Acer Travelmate TM6760 Notebook		
454	AC003826	Mecer Desktop		
455	AC003827	17"LCD Mecer Monitor		
456	AC003831	17"LCD Mecer Monitor		
457	AC003832	Mecer Desktop		
458	AC003833	17"LCD Mecer Monitor		
459	AC003834	Mecer Desktop		
460	AC003835	17"LCD Mecer Monitor		
461	AC003852	17"LCD Mecer Monitor		
462	AC003858	17"LCD Mecer Monitor		
463	AC003860	17"LCD Mecer Monitor		
464	AC003862	17"LCD Mecer Monitor		
465	AC003872	17"LCD Mecer Monitor		
466	AC003873	17"LCD Mecer Monitor		
467	AC003876	17"LCD Mecer Monitor		
468	AC003878	17"LCD Mecer Monitor		
469	AC003880	17"LCD Mecer Monitor		
467	AC003883	17"LCD Mecer Monitor		
468	AC003893	17"LCD Mecer Monitor		
469	AC003897	17"LCD Mecer Monitor		
470	AC003899	17"LCD Mecer Monitor		

471	AC003900	17"LCD Mecer Monitor		
472	AC003914	Acer Travelmate TMP633-M-53214G50AKK		
473	AC003938	LENOVO Thinkpad T60		
474	AC004507	Mecer Desktop		
475	AC004533	Acer Travelmate 6592G TMP453		
476	AC005138	Acer Travelmate 6293 Notebook/Laptop		
477	AC005143	17"LCD Mecer Monitor		
478	AC005150	17"LCD Mecer Monitor		
479	AC005166	17"LCD Mecer Monitor		
480	AC005176	Acer Travelmate 516Te Notebook TMP633		
481	AC005228	3Com Office Connect Switch 48 PORT		
482	AC005251	Dell Ppm Notebook/Laptop E6230		
483	AC005301	Acer Travelmate TMP633-53214650		
484	AC005315	Acer Travelmate 6592G 633-M53234G		
485	AC005320	Acer Travelmate 6592G 633-M53234G		
486	AC005328	Dell Ppm Notebook/Laptop		
487	AC005330	Dell Ppm Notebook/Laptop 3440		
488	AC005331	Dell Inspiron 5000E Docking Station		
489	AC005332	Dell Inspiron 5000E Docking Station		
490	AC005333	Dell Inspiron 5000E Docking Station		
491	AC005335	Dell Inspiron 5000E Docking Station		
492	AC005355	HP Notebook		

493	AC005356	17"Mecer Monitor		
494	AC005359	17"LCD Mecer Monitor		
495	AC005365	Thinkpad T60 YOGA S100		
496	AC005379	Acer Travelmate 6592G		
497	AC005393	17 "LCD Mecer Monitor		
498	AC005396	Monitor		
499	AC005424	Thinkpad T540P LINOVO		
500	AC005427	Thinkpad T540P LINOVO		
501	AC005446	3Com Office Connect Switch		
502	AC005459	HP Notebook elite		
503	AC005466	3Com Office Connect Switch		
504	AC005486	Thinkpad T540P LINOVO		
505	AC005606	17"LCD Mecer Monitor		
506	AC005634	17"LCD Mecer Monitor		
507	AC005642	17"LCD Mecer Monitor		
508	AC005650	17"LCD Mecer Monitor		
509	AC005682	17"LCD Mecer Monitor		
510	AC005683	17"LCD Mecer Monitor		
511	AC005689	17"LCD Mecer Monitor		
512	AC005696	17"LCD Mecer Monitor		
513	AC009705	17"LCD Mecer Monitor		
514	AC009731	17"LCD Mecer Monitor		
515	AC009752	Acer Travelmate TMP645-S		
516	AC009766	Acer Travelmate TMP645-S		
517	AC009770	Acer Travelmate TMP645-S		
518	AC009773	Acer Travelmate TMP645-S		
519	AC009777	Acer Travelmate TMP645-S		
520	AC009783	Thinkpad LENOVO		
521	AC009787	Thinkpad LENOVO		



522	AC009823	17"LCD Mecer Monitor		
523	AC009825	17"LCD Mecer Monitor		
524	AC009903	Mecer Desktop		
525	AC009907	Mecer Desktop		
526	AC009908	17"LCD Mecer Monitor		
527	AC009914	17"LCD Mecer Monitor		
528	AC009916	17"LCD Mecer Monitor		
529	AC009921	Mecer Desktop		
530	AC009944	17"LCD Mecer Monitor		
531	AC011263	Mecer Desktop		
532	AC011496	Mecer Desktop		
533	AC011519	Mecer Desktop		
534	AC011532	Acer Docking Station		
535	AC011539	Thinkpad T60 LENOVO YOGA		
536	AC011591	Mecer M700 Monitor		
537	AC012401	Mecer Desktop		
538	AC012429	Mecer Desktop		
539	AC012637	Desktop Pc		
540	AC012810	19"LCD Mecer Monitor		
541	AC012815	Mecer Desktop		
542	AC012819	HP Notebook		
543	AC012820	HP Notebook		
544	AC012821	HP Notebook		
545	AC012829	HP Notebook		
546	AC012870	MECER DESKTOP		
547	AC012875	Mecer Desktop		
548	AC012877	Mecer Desktop		
549	AC012881	Mecer Desktop		
550	AC012886	Lenovo L460 Thinkpad Notebook/Laptop		

551	AC012902	Mecer Desktop		
552	AC013202	Mecer Desktop		
553	AC013206	Acer Docking Station		
554	AC013210	17"LCD Mecer Monitor		
555	AC013224	23 inch Mecer Monitor		
556	AC013229	Desktop Pc		
557	AC013235	Desktop Pc		
558	AC013244	Acer Docking Station		
559	AC013247	17"LCD Mecer Monitor		
560	AC013258	Lenovo T540P Thinkpad Notebook/Laptop		
561	AC013294	Lenovo T540P Thinkpad Notebook/Laptop		
562	AC013391	Mecer Desktop		
563	AC013437	Mecer Desktop		
564	AC013680	Mecer Desktop		
565	AC013731	Mecer Desktop		
566	AC013973	Mecer Desktop		
567	AC014652	Tablet Pc		
568	AC014656	Tablet Pc		
569	AC014657	Tablet Pc		
570	AC014658	Tablet Pc		
571	AC014659	Tablet Pc		
572	AC014660	Tablet Pc		
573	AC014672	LG Monitor		
574	AC014679	LG Monitor		
575	AC014696	LG Monitor		
576	AC014804	HP 9Pw3 Docking Station		
577	AC014805	Mecer Desktop		

578	AC014821	12 PORT Cisco System 3560 Switch		
579	AC014825	HP Notebook		
580	AC014851	LENOVO Notebook		
581	AC014876	HP NOTEBOOK		
582	AC014877	HP Tsr9Pw3 Docking Station		
583	AC015952	Mecer Monitor		
584	AC015997	Tower		
585	AC016401	Lenovo Docking Station		
586	AC016453	Dell Ppm Notebook/Laptop M3520		
587	AC016555	24 PORT Cisco System 2960 1G Switch		
588	AC016564	24 PORT Cisco System 2960 1G Switch		
589	AC016567	24 PORT Cisco System 2960 1G Switch		
590	AC016573	24 PORT Cisco System 2960 1G Switch		
591	AC016589	24 PORT Cisco System 2960 1G Switch		
592	AC016603	Lenovo Travelmate T540P Notebook		
593	AC016608	Lenovo Travelmate T540P Notebook		
594	AC016633	Dell Ppm Notebook/Laptop		
595	AC016638	Lenovo Travelmate IDEAPAD 320		
596	AC016648	19"LED Mecer Monitor		
597	AC017103	Mecer Desktop		
598	AC017112	Hp ELITEDISPLAY Monitor		
599	AC017855	19"LED Mecer Monitor		
600	AC017856	Mecer Desktop		

601	AC018013	24 PORT Cisco System 2960 Switch		
602	AC018028	24 PORT Cisco System 2960 Switch		
603	AC018039	24 PORT Cisco System 2960 Switch		
604	AC018040	24 PORT Cisco System 2960 Switch		
605	AC018051	Lenovo Docking Station		
606	AC018071	Acer Travelmate ASPAIRE HIGH SPEC		
607	AC018161	Dell Ppm Notebook/Laptop		
608	AC018162	Dell Ppm Notebook/Laptop		
609	AC018178	Dell Ppm Notebook/Laptop		
610	AC018197	HP Notebook 640 G2		
611	AC018280	Mecer Desktop		
612	AC018758	Mecer Desktop		
613	AC019111	Mecer Desktop		
614	AC019113	Mecer Desktop		
615	AC019197	Mecer Desktop		
616	AC019248	8 PORT Cisco System 2960 Switch		
617	AC019263	24 PORT Cisco System 2960 Switch		
618	AC019291	HP Notebook		
619	AC019294	HP Notebook		
620	AC019299	HP Notebook		
621	AC021159	Mecer P1 Tower		
622	AC021662	19"LED Mecer Monitor		
623	AC022198	19"LED Mecer Monitor		
624	AC023043	Lenovo T480		
625	AC023099	Lenovo L480		

626	AC024025	Lenovo L480		
627	AC028792	Mecer		
628	AC028820	19"LED Mecer Monitor		
629	AC029182	Mecer Monitor		
630	AT012807	Mecer Premium Desktop		
631	DOT0001827	Mecer Premium Desktop		
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

*I (full name) \_\_\_\_\_, in my capacity as \_\_\_\_\_, the duly authorized representative of \_\_\_\_\_ (business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.*

<b>Signature of duly authorised representative</b>		Date: _____
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- Required by: .....
- At: .....
- Brand and model: .....
- Country of origin: .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery  
\*Delivery: Firm/not firm
- Delivery basis: .....

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

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

\*Delete if not 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?

<b>YES</b>	
<b>NO</b>	

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

<b>YES</b>	
<b>NO</b>	

- 2.2.1 If so, furnish particulars:

.....  
 .....

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<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.

- 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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<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.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

***Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid***



**SBD 6.1**

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<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:

##### 80/20

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = 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:

$$Ps = 80 \left( 1 + \frac{80/20 \cdot Pt - P_{max}}{P_{max}} \right)$$

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.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African owned enterprises		10		
Promotion of SMMEs		10		

#### **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>	.....
	.....
	.....
	.....

**SBD 7.3**

**CONTRACT FORM - SALE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2. ....

DATE: .....

---

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

## 1. Definitions

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 anything 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**

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

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

- a. 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.
- b. 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.
- c. 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.
- d. 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:
- 7.4 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
- 7.5 a cashier's or certified cheque
- 7.6 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.

11.2 Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

## **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 contract 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22 Penalties**

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

## **23 Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- a. the name and address of the supplier and / or person restricted by the purchaser;
  - b. the date of commencement of the restriction
  - c. the period of restriction; and
  - d. the reasons for the restriction.
- 23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

## **25 Force Majeure**

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

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

## **26 Termination for insolvency**

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

## **27 Settlement of Disputes**

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

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

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

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

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

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

## **28 Limitation of liability**

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

- i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29 Governing language**

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

the parties shall also be written in English.

### **30 Applicable law**

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

### **31 Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32 Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33 National Industrial Participation (NIP) Programme**

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

### **34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## **RE-SPECIFICATION FOR ZNQ 00095**

## **SERVICE PROVIDER TO BUY AND REMOVE OBSOLETE IT EQUIPMENT VIA SALE OF SCRAP**

- 1.Viewing date compulsory (Venue IT Garage, contact person Zandi Zondi 0718144964)
- 2.Bulk sale to highest bidder received
- 3.Pay for the sale to the Department account within 48 hours
- 4.Clear site within 72 hours after award(negotiable)
- 5.Provide destruction certificate