



SEKHUKHUNE
District Municipality

Private Bag X8611 Groblersdal 0470, 3 West Street Groblersdal 0470
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SEKHUKHUNE DISTRICT MUNICIPALITY

APPOINTMENT OF SERVICE PROVIDER TO PROCURE PRODUCTION EQUIPMENTS AND INPUTS FOR SUPPORT TO SMME'S AND COOPERATIVES (ONCE OFF).

TENDER NO. SK-8/3/1-45/2022/2023

DUE AT: 10H00

CLOSING ON: 19/01/2023

TENDERER:

TENDER PRICE (INCL. VAT): _____

EMPLOYER:

Municipal Manager

Sekhukhune District Municipality

Private Bag X8611

Groblersdal

0470

Contact: Supply Chain unit

Tel no: +27 (13) 262 7646/7301

Fax no: +27 (13) 262 3570

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SK8/3/1-45/2022/2023	CLOSING DATE:	19/01/2023	CLOSING TIME:	10:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO PROCURE PRODUCTION EQUIPMENTS AND INPUTS FOR SUPPORT TO SMME'S AND COOPERATIVES (ONCE OFF).				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) **SEKHUKHUNE DISTRICT MUNICIPALITY-AB SIKHOSANA FIRE STATION (GROBLERSDAL FIRE STATION)**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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 PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	PLANNING AND ECONOMIC DEVELOPMENT
CONTACT PERSON	VOSTER MASEMOLA	CONTACT PERSON	Cleopas Nchabeleng
TELEPHONE NUMBER	013 262 7656	TELEPHONE NUMBER	013 262 7418
E-MAIL ADDRESS	masemolav@sekhukhune.gov.za	E-MAIL ADDRESS	nchabelengc@sekhukhune.gov.za

**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 ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THIS BID IS VALID FOR 90 DAYS
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>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 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

LIST OF RETURNABLE DOCUMENTS.

The tenderer must complete the returnable documents as listed

Generic	Tick if completed
Authority for Signatory (<i>Compulsory</i>)	
Certificate of Authority for Joint Venture (<i>Compulsory where applicable</i>)	
Certified copy of identity documents for directors (<i>Compulsory</i>)	
Compulsory Enterprise Questionnaire-SCHEDULE 1A (<i>Compulsory</i>)	
Copy of Company Registration Documents or CK1 for Close Corporations (<i>Compulsory</i>)	
Form of offer to be properly signed (<i>Compulsory</i>)	
Declaration of Interest (MBD4) (<i>Compulsory</i>)	
Local Content Declaration forms MBD 6.2 and ANNEXURE C,D &E (<i>Compulsory</i>)	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (<i>Compulsory</i>)	
Certificate of Independent Bid Determination (MBD9) (<i>Compulsory</i>)	
Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBEE Exempted Micro Enterprises as per bidder's correct turnover category (<i>Required for evaluation</i>)	
The Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 90 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable	
Valid Tax Clearance Certificate Issued by the South African Revenue Service. (<i>Compulsory</i>) or PIN issued by SARS	
CSD Registration/CSD Summary Report (<i>Compulsory</i>)	

Note:

The meaning of the cursive type for each Form is as follows:

- **Compulsory:** Documentation or Information that must be submitted with the tender
(Failing to submit any if the document may result in the tender being deemed non-responsive).
- **Required for evaluation:** Additional documentation that is required to be submitted with the tender and will be used as part of the tender evaluation.
- It is the responsibility of the bidder to bind the bid document

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SEKHUKHUNE DISTRICT MUNICIPALITY **TERMS OF REFERENCE FOR PROCUREMENT OF PRODUCTION EQUIPMENTS** **AND INPUTS TO SUPPORT SMMEs AND COOPERATIVES**

1. PURPOSE

To request the Municipal Manager to approve appointment of Service Provider to procure production equipments and inputs to support SMMEs and Cooperatives

2. BACKGROUND

Support to SMMEs and Cooperatives is one of the 2022/2023 Local Economic Development (LED) Service Delivery and Budget Implementation Plan projects. Council approved Sekhukhune District Municipality (SDM) Local Economic Development 2021/2022 Funding Policy on the 27th January 2022. This meant that Department of Planning and Economic Development was allowed to implement the project Support to SMMEs and Cooperatives which is allocated R2 000 000 in the current financial year based on the approved policy. A call for applications was advertised and closed on the 11th April 2022 from which 127 applications were received.

3. DISCUSSION

SDM appointed SMMEs and Cooperatives Development Fund Projects Selection Committee which is constituted by officials from Local Municipalities and Development Agencies involved in economic development. The committee held its inception meeting on the 4th May 2022 followed by subsequent adjudication sessions and projects viability assessment sessions visits until the final adjudication session on the 26th May 2022. The committee recommended 41 SMMEs and Cooperatives for support after the adjudication process out of the 74 shortlisted after viability assessment sessions visits were conducted.

4. SCOPE OF WORK

SDM is looking for a once off service of a Service Provider to procure production equipments and inputs to support SMMEs and Cooperatives as per the below specifications.

5. SPECIFICATIONS AND PRICE SCHEDULE

The table below is a list of beneficiaries, their contact details and specifications for the required goods. Bidders are required to fill in the pricing schedule on the last 2 columns of the below table:

#	BENEFICIARY	PLACE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	BAROKA FASHION DESIGNS 1 CELL NO: 078 102 9859	MARBLE HALL	CALVARY RAYON (TYPE OF MATERIAL)	1		
2	JONJOUR HOLDINGS CELL NO: 082 712 4265	MOTETEMA	WIRE VELDSPAN 100M 68KG	4		
			WIRE G SMOOTH 3.15MM 50KG 810M	1		
			POST PIPE KV 2.4M X 76 X 2MM	20		
			2.4M 150/175 CCA TREATED POLES	4		
			2.4M 100/125 CCA TREATED POLES	22		
			3.0M 75/100 CCA TREATED POLES	22		
3	BAROKA FASHION DESIGNS 2 CELL NO: 066 233 550	MARBLE HALL	WIRE G SMOOTH 3.15MM 50KG 810M	1		
			POST PIPE KV 2.4M X 76 X 2MM	20		
			2.4M 150/175 CCA TREATED POLES	4		
			2.4M 100/125 CCA TREATED POLES	22		
			3.0M 75/100 CCA TREATED POLES	22		
4	CHRIS NEW FASHION 1	TAFELKOP	3-CAT SHWE-SHWE	100		
			SEPEDI MATERIAL	100		
			NDEBELE MINI-MATT	100		

	CELL NO: 072 185 1106		5000M COTTONS	25		
			PONGEE LINING	150		
			POLYCOTTON	120		
5	CHRIES NEW FASHION 2 CELL NO: 072 185 1106	TAFELKOP	NOBANTU MATERIAL	180		
			SCHOOL TEX	200		
6	HLAGI INVESTMENTS 1 CELL NO: 072 051 5979	MOGANYAKA	PLASTIC BOTTLES 35ML X 10 PACKS	10 PACKS		
			PLASTIC BOTTLES 500ML X 10 PACKS	10 PACKS		
			PLASTIC BOTTLES 1.5 LITER X 10 PACKS	10 PACKS		
7	HLAGI INVESTMENTS 2 CELL NO: 072 051 5979	MOGANYAKA	200 LITER WATER DISPENSOR GLASS TANK	1		
			400 GPD RO (REVERSE OSMOSIS) SYSTEM	1		
8	HLAPJADI A NAPE CELL NO: 076 688 6854	MOGANYAKA	-12,5 KG WHITE CAKE FLOUR	100		
			12,5 KG BROWN CAKE FLOUR	50		
9	KMNA BIOFUELS 1 CELL NO: 060 66 88259	TOMPI SELEKA	METHANOL	210 X 6		
10	KMNA BIOFUELS 2 CELL NO: 060 668 8259	TOMPI SEBEKA	POTASSIUM HYDROXIDE	25KG X 10		
			DRUMS	210 LITERS X 12		
			BAGS	25 KG X 30		
11	KUTULLO MIXED FARMING CELL NO: 082 261 86 81	VLAKFONTEIN (ELIAS MOTSOLEDI LM)	GALVANISED WIRE 5KGX2MMX200M	12		
			KR STANDARD 2450MM	20		
			CORNER POST 2400 (MEDIUM DUTY)	20		
			STAY 2400 (MEDIUM DUTY)	10		

			BARBED WIRE D/STRAND 2MMX33KGX540M (LG)	9		
			DIAMOND MESH 1800X50X2.3MMX25M	2		
			10 LITER SAUSAGE FILLER-ELECTRIC	1		
			WRAPPING MACHINE 380MM (HAND OVER)	1		
12	LDT DEVELOPERS 1 CELL NO: 082 891 1860	GA NCHABELENG	DRILL IMPACT 13MM 18.0 V LI-ION 91NM	2		
			DC18RC CHARGERS 18.)V LI-ION 220V	2		
			BL1860-18V LI-ION BATTERY-6.0AH	4		
13	LDT DEVELOPERS 2 CELL NO: 082 891 1860	GA NCHABELENG	C/L PLUNGE CUT SAW 18V	1		
			CIRCULAR SAW PLUNGE 56MM@ 90 1300W	1		
			BL1860-18V LI-ION BATTERY-6.0AH	1		
			DC18RC CHARGER 18.0V LI-ION 220V	1		
14	MODIATSHENE PTY (LTD) CELL NO: 073 186 0502	MARBLE HALL	GR 10 MATHEMATICS 3 IN 1	10		
			GR 11 MATHEMATICS 3 IN 1	10		
			GR 12 MATHEMATICS 3 IN 1	10		
			GR 10 MATHEMATICS LITERACY 3 IN 1	10		
			GR 11 MATHEMATICS LITERACY 3 IN 1	10		
			GR 12 MATHEMATICS LITERACY 3 IN 1	10		
			GR 10 PHYSICAL SCIENCES 3 IN 1	10		
			GR 11 PHYSICAL SCIENCES 3 IN 1	10		
			GR 12 PHYSICAL SCIENCES 3 IN 1	10		

			GR 10 LIFE SCIENCES 3 IN 1	10		
			GR 11 LIFE SCIENCES 3 IN 1	10		
			GR 12 LIFE SCIENCES 3 IN 1	10		
			GR 10 LIFE SCIENCES PART 2 (3 IN 1)	10		
			GR 12 AGRICULTURAL SCIENCES 3 IN 1	6		
			GR 10 ACCOUNTING 3 IN 1	6		
			GR 11 ACCOUNTING 3 IN 1	10		
			GR 12 ACCOUNTING 3 IN 1	10		
15	MOGALETWA TRADING 1 CELL NO: 064 904 119	MAMPHOKGO	PMSA-UNI HYDRAULIC PALLETS	184		
16	MOGALETWA TRADING 2 CELL NO: 064 904 119	MAMPHOKGO	PMSA-UNI HYDRAULIC PALLETS	184		
17	MOGALETWA TRADING 3 CELL NO: 064 904 119	MAMPHOKGO	PMSA-UNI HYDRAULIC PALLETS	184		
18	NAGA MOTSHWENI TRADING 1 CELL NO: 076 599 0115	MONSTERLUS	DOUBLE BEDS	3		
19	NAGA MOTSHWENI TRADING 2 CELL NO: 076 599 0115	MONSTERLUS	DOUBLE BEDS	3		

20	PEBETSE SEWING AND EVENT SERVICES CELL NO: 082 631 0394	JANE FURSE RDP	CALVARY RAYON (TYPE OF MATERIAL)	1		
21	PHAAHLA A MOGALE CONSTRUCTION AND TRADING 1 CELL NO: 078 067 5000	MOTETEMA	(D) 20 INCH AUTOMATIC PLANNER	1		
22	PHAAHLA A MOGALE CONSTRUCTION AND TRADING 2 CELL NO: 078 067 5000	MOTETEMA	NAILER AF 601	3		
			DRYWALL SCREWDRIVER	3		
23	PHETHA AGRICULTURAL AND TOURISM CELL NO: 071 190 9360	MONSTERLUS	BLENDERS	2		
			BROILER CHICKEN	10		
			BAGS OF CABBAGE	5		
			3KG BAGS OF CHILLIES	20		
			25LITER PLASTIC BUCKET	5		
			BIG ENAMEL BOWL	4		
			CUTTING BOARDS GLASS	6		
			KNIVES	6		
			PEELERS	6		
			APRON PLASTIC GLOVES AND MOP CAPS	12		
			PLASTIC WRAPPER	4		
			SODIUM BENZOATE	10		
			FUNNELS SMALL MEDIUM	6		
			50 LITER BIG POTS	2		
STEEL SPOON	6					
SEFT/SIEVE	4					
STERILIZERS	2					
125ML JUICE BOTTLES	100					

			250ML JUICE BOTTLES	100		
			500ML JUICE BOTTLES	100		
			125 SAUCE BOTTLES	100		
			125 ACHAAR BUCKETS	100		
			100G TUBS	1		
			BOX OF PINAPPLE	20		
			7KG OF ORANGE	20		
			BOX OF APPLE	20		
			1KG BAG OF KIWI FRUIT	45		
			4KG BOX OF BEANS	12		
			7KG BAG OF CARROTS	10		
24	PONTSHOANA'S TRADING CELL NO: 060 769 3316	MATLEREKENG	LAPTOP (X515EA-I582G3W 15.6 INC FHD GREY IN COLOUR) 8GB DDR	2		
			35CM (14 INC) IDEA PAD 3. I-3 LAPTOP (256 SSD) 4 GB RAM, UHD	1		
25	RAMS AGRI FARMING CELL NO: 083 256 4106	MHLOTSI NEXT TO MOGALADI	3168 CAPACITY EGG INCUBATOR	1		
26	REA DIRA BASWA PRIMARY COOPERATIVE CELL NO: 060 66 88259	ELANDSKRAAL	11.5MX1.6M DAM LINING	1		
			2.2KW PRESSURE PUMP	1		
27	SIYASIZWA INVESTMENTS 1 CELL NO:073 895 3099	DENNILTON	WATER STORAGE TANK 5000 L	1		
			DRAGLINE 20MM X 100 M	1		
			CEMENT 50KG	200		
			WHEELBARROWS	2		
28	SIYASIZWA INVESTMENTS 2 CELL NO:073 895 3099	DENNILTON	CONCRETE MIXER	1		
29	YSG HOLDING 1	MAMPHOKGO	COMMERCIAL COLD PRESSOR	1		

	CELL NO: 063 674 3362					
30	YSG HOLDING 2 CELL NO: 063 674 3362	MAMPHOKGO	BOTTLE CAP SEALING MACHINE	1		
			PET BOTTLE (350ML, 500 ML AND 1LITER	1		
31	UNIVERSE OF LIFE JEWELLERY 1 CELL NO: 079 303 5110	JANE FURE RDP 1	5LT ACRYLIC GLUE (CORNICIE)	1		
			18-INCH STAND FAN	1		
			IMPACT DRILL	1		
			1.5 SURFIX FLAT 2C + EARTH PER METER	20		
			SQUARE LIGHT 60W BC PVC OBLONG	4		
			LED	10		
			MULTI METER DIGITAL MASS	1		
			RECHARGABLE 13 * 0.5 SMD EMER LIGHT	2		
			CLASSIC TRAYSET & BRUSH	2		
			MUTTON CLOTH	2		
			CORRUGATED IRON SHEET	5		
			IBR SHEET	5		
			FLASHING COMBO	3		
			4.2 50KG BAGS	70		
			3.6M PURLIN PINE UTILITY PLAIN	6		
			6.0M GUMPOLE UNTREATED	8		
			CELLING BOARD 3.6M * 1.2	3		
			3.6M BRANDERING PINE UTILITY PLAINED	4		
			TRUNK SIZE	1		
			2400 LITRE WATER STORGAE TANK	1		
			PVA CREAM 20L PAINT	1		
			FIT 46LT PLASTIC BIN WITH LID	1		

			CONTINENTAL SUITE 2PC POLY/ COT DENIM BLUE	6		
			SHOVEL ROUND NOSE	1		
			DIGGING SPADE	1		
			FLAG WOODEN STOCK GRIP B	3		
			JUMBO MOP METAL CONNE	3		
			PICK HEAD C&D 3KG	1		
			CARVED CORNICE WHITE	8		
32	UNIVERSE OF LIFE JEWELLERY 2 CELL NO: 079 303 5110	JANE FURE RDP	5LT ACRYLIC GLUE (CORNICE)	1		
			18-INCH STAND FAN	1		
			IMPACT DRILL	1		
			1.5 FLAT 2C + EARTH PER METER	20		
			SQUARE LIGHT 60W BC PVC OBLONG	4		
			LED LIGHTS	10		
			MULTI METER DIGITAL MASS	1		
			RECHARGABLE 13 * 0.5 SMD EMER LIGHT	2		
			CLASSIC TRAYSET & BRUSH	2		
			MUTTON CLOTH	2		
			CORRUGATED IRON SHEET	5		
			IBR SHEET	5		
			STEEL FLASHING COMBO	3		
			PPC 4.2 50KG BAGS	70		
			3.6M PURLIN PINE UTILITY PLAIN	6		
			6.0M GUMPOLE UNTREATED	8		

			CELLING BOARD 3.6M * 1.2	3		
			3.6M BRANDERING PINE UTILITY PLAINED	4		
			TRUNK SIZE	1		
			2400 LITRE WATER STORAGE TANK	1		
			PVA CREAM 20L PAINT	1		
			FIT 46LT PLASTIC BIN WITH LID	1		
			CONTINENTAL SUITE 2PC POLY/ COT DENIM BLUE	6		
			LASHER SHOVEL ROUND NOSE	1		
			LASHER DIGGING SPADE	1		
			FLAG WOODEN STOCK GRIP B	3		
			JUMBO MOP METAL CONNE	3		
			LASHER PICK HEAD C&D 3KG	1		
			CARVED CORNICE WHITE	8		
33	TLOMICROFIRM 2 CELL NO: 079 303 8858	BLOOMPOORT (DENNILTON)	HC8210S SEMI-AUTO TYRE CHANGER	1		
			JACK TROLLEY H/D 3TON	1		
34	TLOMICROFIRM 1 CELL NO: 079 303 8858	BLOOMPOORT (DENNILTON)	HC8210S HW9000 SEMI-AUTO WHEEL BALANCER	1		
			WASTE OIL DRAINER COLLECTOR 70/C	1		
			BATTERY AND ALTERNATOR TESTER	1		
			PILOT BEARING PULLER 12-38MM	1		
35	PEACE TABLE GRAPES 3 CELL NO: 082 341	MOGANYAKA	RAZOR WIRE FLATRAP 500MMX15M	71		

	8254					
36	PEACE TABLE GRAPES 2 CELL NO: 082 341 8254	MOGANYAKA	RAZOR WIRE FLATRAP 500MMX15M	71		
37	PEACE TABLE GRAPES 1 CELL NO: 082 341 8254	MOGANYAKA	RAZOR WIRE FLATRAP 500MMX15M	71		
38	OFENTSE ICE MANUFACTURING 2 CELL NO: 082 646 1196	KGOBOKWANE	BOX SIZE: 2.4M(L) X 1.5M(W) X 1.8M(H) 75MM INSULATED CROMODEK BODY PANEL SINGLE AXEL WITH 13 WHEELS. 5/8 COOLING AND FREEZING UNIT. DUAL TEMPERATURE SETTINGS FROM 40 DEGREES TO MINUS 10 DEGREES. ELECTRICITY INPUT 220V AND LAYOUT PLUG EXTENSION CORD SUPPORTING STANDS ADJUSTABLE JOCKEY WHEEL. GALVANIZED FLOOR. 1X ROADWORTHY CERTIFICATE AND REGISTRATION PAPERS	1		
39	OFENTSE ICE MANUFACTURING 1 CELL NO: 082 646 1196	KGOBOKWANE	BOX SIZE: 2.4M(L) X 1.5M(W) X 1.8M(H) 75MM INSULATED CROMODEK BODY PANEL SINGLE AXEL WITH 13 WHEELS. 5/8 COOLING AND FREEZING UNIT. DUAL TEMPERATURE	1		

			SETTINGS FROM 40 DEGREES TO MINUS 10 DEGREES. ELECTRICITY INPUT 220V AND LAYOUT PLUG EXTENSION CORD SUPPORTING STANDS ADJUSTABLE JOCKEY WHEEL. GALVANIZED FLOOR. 1X ROADWORTHY CERTIFICATE AND REGISTRATION PAPERS			
40	MAGOTEKE INVESTMENTS 2 CELL NO: 071 118 4103	DENILTON	ELECTRIC DECK OVEN (2 DECKS, 4 TRAYS)	1		
			12,5 KG WHITE CAKE FLOUR	30		
41	MAGOTEKE INVESTMENTS 1 CELL NO: 071 118 4103	DENILTON	CONVECTION OVEN ANVIL (COMBI) STAND 860X750X725MM	1		
			MOBILE TRAY TROLLEY S/STEEL 15 SHELVES	1		
			BAKING TRAY ALLUMINIUM 600X400X20MM	8		
			CHROME GRID ONLY 600X400MM	8		
42	ASTROTECH INVESTMENT HOLDINGS CELL NO: 0082 341 8254	MOGANYAKA (EPHRAIM MOGALE LM)	50 KG BAGS OF GROWING MASH	50		
43	CTP AND ENTERTAINMENT CELL NO: 082 045 8644	TAFELKOP	AD600BM WITSTRO MANUAL ALL-IN-ONE OUTDOOR FLASH	2		
44	DLL TRADING PROJECT CELL NO: 072 800	GA NCHABELENG (MASHUNG)	-12,5 KG WHITE CAKE FLOUR	30		
			ELECTRIC DECK OVEN (2 DECKS, 4 TRAYS)	1		

	2036					
45	FORTUNATE MAMOEPA PRODUCTIONS 1 CELL NO: 072 5821332	JANE FURSE	FILMMAKER WIRELESS AUDIO SYSTEM	1		
			ZOOM H5 HANDY RECORDER	1		
			ATEM MINI PRO (EXCLUDING USB-C CABLE)	1		
46	FORTUNATE MAMOEPA PRODUCTIONS 2 CELL NO: 072 5821332	JANE FURSE	P60C RGBWWLED PANEL 3-LIGHT KIT	1		
47	KOMODI CONSTRUCTION 1 CELL NO: 082 969 9233	MMAMPHOKGO	50 LITER DOUGH MIXER	1		
48	KOMODI CONSTRUCTION 2 CELL NO: 082 969 9233	MMAMPHOKGO	-12,5 KG WHITE CAKE FLOUR	100		
			12,5 KG BROWN CAKE FLOUR	50		
49	KWANEO PTY (LTD) CELL NO: 076 150 7899 OR 082 852 05 42	MAMANENG (EPHRAIM MOGALE LM)	50 KG BAGS OF GROWING MASH	50		
50	LEHUTSO SOLUTIONS CELL NO: 076 719 2666	GA MATHIPA (FETAKGOMO TUBATSE LM)	50 KG BAGS GROWING MASH FEEDS (BROILERS)	50		
51	LETENGTENG TRADING AND PROJECTS CELL NO: 083 874 0963	MATLALA A RAMOSHEBO (EPHRAIM MOGALE LM)	50 KG BAGS OF GROWING MASH	50		

52	LMM POULTRY FARM CELL NO: 072 600 3834	LEKGWARENG GA NCHABELENG (FETAKGOMO TUBATSE LM)	50 KG BAGS GROWING MASH FEEDS (BROILERS)	50		
53	MARIBE AGRICULTURAL COOPERATIVE CELL NO: 079 134 3934	THABAMPSHE (MAKHUDUTHAMAGA LM)	DIESEL	900 LITERS		
54	MASINA POULTRY CELL NO: 078 620 2474	MOTETEMA (ELIAS MOTSOALEDI LM)	50 KG BAGS GROWING MASH FEEDS (BROILERS)	50		
55	MOKEE TRADING ENTERPRISE CELL NO: 072 227 1626	GA NCHABELENG (MASHUNG)	-12,5 KG WHITE CAKE FLOUR	30		
			ELECTRIC DECK OVEN (2 DECKS, 4 TRAYS)	1		
56	MOLESA SUPPLY AND PROJECTS 1 CELL NO: 072 187 7754	RIVERSIDE (LEHELERENG)	12,5 KG WHITE CAKE FLOUR	100		
			12,5 KG BROWN CAKE FLOUR	50		
57	MOLESA SUPPLY AND PROJECTS 2 CELL NO: 072 187 7754	RIVERSIDE (LEHELERENG)	7500-WATT GENERATOR	1		
58	NADI GENERAL TRADING CELL NO: 072 379 5296	MOTETEMA (ELIAS MOTSOALEDI LM)	50 KG BAGS GROWING MASH FEEDS (BROILERS)	50		
59	NOLENGA FARM PTY (LTD) CELL NO: 079 657 0772	TAFELKOP STADIUM (ELIAS MOTSOALEDI LM)	50 KG BAGS GROWING MASH FEEDS (BROILERS)	50		
60	RM BIOSPHERE AND PRODUCTION	TAFELKOP GA MATSEPE (ELIAS MOTSOALEDI LM)	50 KG BAGS GROWING MASH FEEDS (BROILERS)	50		

	SERVICES CELL NO: 060 673 74 34 OR 071 434 8735					
61	TSHEHLA PIGGERY AND POULTRY CELL NO: 082 267 2998	BOOKENHOUT KLOOF (ELIAS MOTSOLEDI LM)	50 KG PIGGERY FEEDS	70		
	SUB-TOTAL					
	VAT					
	GRAND TOTAL					

Total number of SMMEs and Cooperatives is 41. Some SMMEs and Cooperatives benefits are split in 2 or 3 for ease of specifications development.

6. KEY DELIVERABLES

The assignment is expected to be delivered within 2 week after the issuing of order and the following is key deliverables expected;

- Procurement of quality products/goods as per the specification.
- Delivery of products or goods at respective beneficiaries' places of business.
- Submission of signed delivery notes signed by both beneficiaries and representatives of Service Provider.
- Development of a report for the work done

7. LINES OF COMMUNICATION

The Service Provider will work in close collaboration with SDM staff, Local Municipalities, relevant service providers and identified stakeholders to ensure effective and efficient implementation of the project.

Contact person in SDM:

NAME	FUNCTION	CONTACT DETAILS
------	----------	-----------------

MR NCHABELENG CLEOPAS	MANAGER: LED	CELL NO: 083 345 7579 EMAIL: NCHABELENGC@SEKHUKHUNE.GOV.ZA
--------------------------	-----------------	--

8. EVALUATION OF THE BID

The bid will be evaluated on Local content and production, Price and BBEE

The bid evaluation criteria is 80/20

9. BID DOCUMENT SUBMISSION

Copy of your bid documents must be received by SDM not later than 10h00 on the 02nd of November 2022. Tender Documents must be clearly marked and be delivered into our bid box at:

**AB Skhosana Fire Station reception area
Groblersdal, 0470**

Late, faxed and or emailed proposal will not be considered. Amendments to proposals will be considered only if they are received before the closing date.

PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....	Bid Number:
Closing Time:	Closing Date

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
NO		

- (i) The accompanying information must be used for the formulation of proposals.
- (ii) Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

2 PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----

(a) PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	days -----

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must

accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

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

1. Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL: R.....			

Period required for commencement with project after acceptance of bid

Are the rates quoted firm for the full period of contract?

..... *YES/ NO.

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

*Delete if not applicable.

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

- (iii) No bid will be accepted from persons in the service of the state¹.
- (iv) Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:...
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²): ...
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

- 3.8.1 If yes, furnish particulars.
.....
.....

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

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

- (f) a member of the accounting authority of any national or provincial public entity;
or
- (g) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company’s directors’ trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....

Signature

.....

.....

Date

.....

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

YES / NO

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars

YES/NO

of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

.....

YES / NO

4. Will any portion of goods or services be sourced from outside **YES / NO** the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

(v) GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 4 the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 5 the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (h) Price; and
 - (i) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

NB: The bid will be evaluated on **FUNTIONALITY and BBBEE**

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not Exceed	

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2 DEFINITIONS

“All applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard

contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

5. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
6. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013.
7. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
8. **“Consortium or joint venture”** 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.
9. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state.
10. **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
13. **“non-firm prices”** means all prices other than “firm” prices.
14. **“person”** includes a juristic person.
15. **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
16. **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
17. **“sub-contract”** means *the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.*
18. **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.
19. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person: and
20. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \frac{P_t}{P_{min}} & & \frac{P_t}{P_{min}} \\
 P_s \ 80 \ 1 & \text{Or} & P_s \ 90 \ 1 \\
 \frac{P_t}{P_{min}} & & \frac{P_t}{P_{min}}
 \end{array}$$

Were

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant Contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from

obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

DESCRIPTION OF SERVICES, WORKS OR GOODS	STIPULATED MINIMUM THRESHOLD	
TEXTILE AND CLOTHING		
3-CAT SHWE-SHWE	100	100%
SEPEDI MATERIAL	100	100%
NDEBELE MINI-MATT	100	100%
5000M COTTONS	25	100%
PONGEE LINING	150	100%
POLYCOTTON	120	100%
NOBANTU MATERIAL	180	100%
SCHOOL TEX	200	100%
FURNITURE		
DOUBLE BEDS	6	85%

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 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)
(C2)
(C3)
(C4)
(C5)
(C6)
(C7)

TENDER DESCRIPTION:	FROM ALL CALCULATIONS		
DESIGNATED PRODUCT(S)			
TENDER AUTHORITY:			
TENDERING ENTITY			
TENDER EXCHANGE RATE:	PUL	EU	GBP
SPECIFIED LOCAL CONTENT %			

CALCULATION OF LOCAL CONTENT

TENDER ITEM NO'S	LIST OF ITEMS	TENDER PRICE - EACH (EXCLVAT)	EXEMPTED IMPORTED VALUE	TENDER VALUE NET OF EXEMPTED IMPORTED	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	TOTAL IMPORTED CONTENT
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B	(C20) Total tender	R 0	
	(C21) TOTAL EXEMPT IMPORTED	R 0	
	(C22) Total Tender value net of exempt	R 0	
	IMPORTED CONTENT (C23) Total Imported content	R 0	
	(C24) Total local content	R 0	
	(C25) Average local content % of tender	R 0	

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	TENDER NO.	
(D2)	TENDER DESCRIPTION:	
(D3)	DESIGNATED	
(D4)	PRODUCTS: TENDER	
(D5)	AUTHORITY:	
(D6)	TENDERING ENTITY	

A. Exempted imported content

CALCULATION OF IMPORTED CONTENT									
TENDER ITEM NO'S	DESCRIPTION OF IMPORTED CONTENT	LOCAL SUPPLIER	OVERSEAS SUPPLIER	FORIGN CURRENCY VALUE AS PER COMMERCIAL	TENDER EXCHANGE RATE	LOCAL VALUE OF IMPORTS	FREIGHT COSTS TO PORT OF ENTRY	ALL LOCALLY INCURRED LANDING COSTS	TOTAL LANDED COST EXCL
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

(D17) (D18)

(D19) Total exempt imported value

R 0

b. Imported directly by the Tenderer

CALCULATION OF IMPORTED CONTENT									
TENDER ITEM NO'S	DESCRIPTION OF IMPORTED CONTENT	UNIT OF MEASURE	OVERSEAS SUPPLIER	FORIGN CURRENCY VALUE AS PER COMMERCIAL	TENDER RATE OF EXCHANGE	LOCAL VALUE OF IMPORTS	FREIGHT COSTS TO PORT OF ENTRY	ALL LOCALLY INCURRED LANDING COSTS	TOTAL LANDED COST EXCL
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

(D30) (D31)

(D32) Total imported value by tenderer

R 0

c. Imported by a 3rd party and supplied to the

CALCULATION OF IMPORTED CONTENT									
DESCRIPTION OF IMPORTED CONTENT	UNIT OF MEASURE	LOCAL SUPPLIER	OVERSEAS SUPPLIER	FORIGN CURRENCY VALUE AS PER COMMERCIAL	TENDER RATE OF EXCHANGE	LOCAL VALUE OF IMPORTS	FREIGHT COSTS TO PORT OF ENTRY	ALL LOCALLY INCURRED LANDING COSTS & DUTIES	TOTAL LANDED COST EXCL VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

Total imported value

u
a
n
t
i
t
y
i
m
p
o
r
t
e
d

D. Other foreign currency payments

CALCULATION OF FOREIGN CURRENCY

TYPE OF PAYMENT <i>(D46)</i>	LOCAL SUPPLIER MAKING THE <i>(D47)</i>	OVERSEAS <i>(D48)</i>	FOREIGN CURRENCY VALUE PAID <i>(D49)</i>	TENDER RATE OF EXCHANGE <i>(D50)</i>

(D45) Total imported value by 3rd party R U

Local value

of payments
(D51)

Signature of tenderer from Annex B

Date:



Annex E

SATS 1286.2011

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the 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 or Tax Pin.
 - Pricing schedule(s).
 - Filled in task directive/proposal.
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011.
 - Declaration of interest.
 - Declaration of Bidder's past SCM practices.
 - Certificate of Independent Bid Determination.
 - 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) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(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 declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b. been convicted for fraud or corruption during the past five years.
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE
TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse.
 - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM OF OFFER AND ACCEPTANCE

The Sekhukhune District Municipality, identified in the acceptance signature block, has solicited offers to enter a contract for:

APPOINTMENT OF SERVICE PROVIDER TO PROCURE PRODUCTION EQUIPMENTS AND INPUTS FOR SUPPORT TO SMME’S AND COOPERATIVES (ONCE OFF)..

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:			
.....			
.....			
RAND	(IN	WORDS);	R..... (IN FIGURES)
.....			

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

Signature(s)

Name(s)

Capacity

For the
Tenderer

(Name and address of organization)

Name and signature

of witness Date

2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the

contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(Sekhukhune District Municipality)
Private Bag x8611
Groblersdal
0470

Name and signature of witness Date

SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Client/Municipality to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

SCHEDULE 1B: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of

....., hereby confirm that by resolution of the board (**copy attached**) taken on 20..., Mr/Ms acting in the capacity of, was authorized to sign all documents in connection with this tender for contract and any contract resulting from it on behalf of the company.

As witnesses:

- 1. Chairman :
- 2. Date :

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the company acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract .. and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as.....

As witnesses:

1. _____ Signature: Sole owner : _____
 2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms
 acting in the capacity of , to sign all documents in connection with the
 tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- A. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- B. 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.

TABLE OF CLAUSES

(j)	Definitions
(k)	Application
(l)	General
(m)	Standards
(n)	Use of contract documents and information; inspection
(o)	Patent rights
(p)	Performance security
(q)	Inspections, tests and analysis
(r)	Packing
(s)	Delivery and documents
(t)	Insurance
(u)	Transportation
(v)	Incidental services
(w)	Spare parts
(x)	Warranty
(y)	Payment
(z)	Prices
(aa)	Contract amendments
(bb)	Assignment
(cc)	Subcontracts
(dd)	Delays in the supplier's performance
(ee)	Penalties
(ff)	Termination for default
(gg)	Dumping and countervailing duties
(hh)	Force Majeure
(ii)	Termination for insolvency
(jj)	Settlement of disputes
(kk)	Limitation of liability
(ll)	Governing language
(mm)	Applicable law
(nn)	Notices
(oo)	Taxes and duties
(pp)	National Industrial Participation Programme (NIPP)
(qq)	Prohibition of restrictive practices

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 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 ancillaries 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

² Standards

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

² 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.

21. 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:

5. 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
6. 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.

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

4. Inspections, tests and analyses

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:

- 6. performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- 7. furnishing of tools required for assembly and/or maintenance of the supplied goods.
- 8. 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 too 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:

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
 in the event of termination of production of the spare parts:
 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

8.

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.

9. 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.

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

10. Contract amendments

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.

11. Assignment

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.

12. Subcontracts

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.

13. Delays in the supplier's performance

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.

v) 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:

10. 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.
11. if the Supplier fails to perform any other obligation(s) under the contract; or
12. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

v) 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.

(f) 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.

(g) Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

Js General Conditions of Contract (revised July 2010)

