

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF EDUCATION

BID NUMBER: EDU/162/23/MP

**APPOINTMENT OF A SERVICE PROVIDER (S)
FOR A PERIOD OF THREE (3) YEARS TO
SUPPLY ,DELIVER AND INSTALL FURNITURE
TO EDUCATIONAL INSTITUTIONS OF THE
MPUMALANGA DEPARTMENT OF EDUCATION**

ISSUED BY:

Department of Education
Private Bag X11205
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
BID NUMBER:	EDU/162/23/MP	CLOSING DATE:	04 OCTOBER 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER (S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY ,DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Moira Olivier		CONTACT PERSON		
TELEPHONE NUMBER	013 766 5278		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	m.olivier@mpuedu.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

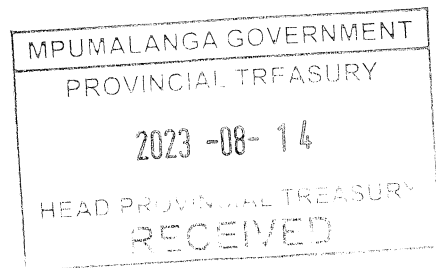
SIGNATURE OF BIDDER:

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

DATE:

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF EDUCATION



APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

1. DEFINITIONS

In this policy, unless the context indicates otherwise the following words or expressions have the same meanings as defined below: -

1.1.	80/20-point scoring system	refers to the point system prescribed in regulations 3 and 5 of the regulations issued in terms of section 5 of the PPPFA.
1.2.	90/10-point scoring system	refers to the point system prescribed in regulations 4 and 6 of the regulations issued in terms of section 5 of the PPPFA.
1.3.	Bid/tender	The concepts are used interchangeably and they mean a written offer, in the form determined by instruction, in response to an invitation for the procurement of goods or services or other form of procurement through a price quotation, a competitive bidding process, a limited bidding process or any other method envisaged in the Act.
1.4.	Bidder/tenderer	means any person/enterprise which has submitted a bid or Request for Quotation.
1.5.	Black people	as defined in the Broad-Based Black Economic Empowerment Act, (Act No 53 of 2003), is a generic term which means Africans, Coloured and people of Indian origins.
1.6.	Conditions of Tender	means a document of the procedures, the manner in which those engaged in the procurement process are to behave, the obligations of the tenderer and the undertakings of the Department. The Conditions of Tender are distinct from both the General Conditions of Contract and the Special Conditions of Contract.
1.7.	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.
1.8.	Contract	means any written agreement entered into between the purchaser (i.e. Departments) 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 as defined in the General Conditions of Contract.
1.9.	Contract price	means the price payable to the supplier under the contract for the full and proper performance of contractual obligations as defined in the General Conditions of Contract.
1.10.	Department	means Mpumalanga Department of Education
1.11.	Disability	in respect of a person, means, a permanent impairment of a physical, intellectual, or sensory function which results in restricted, or lack of ability to perform an activity in the manner or within the range considered normal for a human being.
1.12.	Early Childhood Development Centres	means a centre for the care and development of children in the zero to four age cohort.
1.13.	Early Childhood Development Institute	training institution for practitioners in the early childhood development centres

1.14.	Functionality	means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability, skills, experience and durability of a service or commodity.
1.15.	Highest acceptable tender	means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.
1.16.	Historically Disadvantaged Individual	means a South African citizen who due to the apartheid policy had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, (Act No 200 of 1993) ("the Interim Constitution); and/or who is a female; and/or who has a disability; provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a Historically Disadvantaged Individual.
1.17.	Individual	means a natural person.
1.18.	Local Labour	means South African residents who permanently reside in the specific municipal or sub-catchment area of jurisdiction where the project is implemented.
1.19.	Lowest acceptable tender	means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
1.20.	Person	includes reference to a juristic person.
1.21.	Price	means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
1.22.	Public auction	means a traditional "open cry" auction where it is not practical to apply a system of preference. Examples include events facilitated by an auctioneer during asset disposal auctions; auction of unwanted goods; staff auctions and so on.
1.23.	Public Schools	an institution for learning for children from grade R to grade 12, which have been provided by government
1.24.	Rand value	means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.
1.25.	Small, Medium, and Micro Enterprises	means small businesses; as defined in section 1 of the National Small Business Act, (Act No, 102 of 1996). A separate and distinct business Department , including co-operative enterprises and non-governmental organisations, managed by one or more owners which (including its branches or subsidiaries, if any) is predominantly carried on in any sector or sub sector of the economy mentioned in Column I of the Schedule and which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying criteria 40 as mentioned in columns 3; 4 and 5 of the Schedule opposite the smallest relevant size or class (as mentioned in column 2 of the Schedule).
1.26.	Special schools	Schools that provide an education for children with a special educational needs or disability.

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

1.27.	Specific goals	means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
1.28.	Tender income-generating contracts for	means a written offer in the form determined by a Department in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Department and a third party that produces revenue for the Department, and includes. but not limited to, leasing and disposal of assets and concession contracts. However, direct sales and disposal of assets through public auctions are excluded.
1.29.	The Act	means the Preferential Procurement Policy Framework Act (Act No. 5 of 2000).
1.30.	The Constitution	means the Constitution of the Republic of South Africa (Act No.108 of 1996.
1.31.	Youth	means persons between the ages of 14 and 35 as per the National Youth Development Agency Act (Act No.54 of 2008).

ABBREVIATIONS

The following abbreviations are used throughout this document:

Abbreviation	Description
BEC	Bid Evaluation Committee
CBO	Community-based Organisation
CIPRO/CIPC	Companies and Intellectual Property Registration Office/Companies & Intellectual Property Commission
CSD	Central Supplier Database
CSI	Corporate Social Investment
DTI	Department of Trade and Industry
ECDI	Early Childhood Development Institution
HDI	Historically Disadvantaged Individual
HoD	Head of Department
HPCSA	Health Professions Council of South Africa
MDoE	Mpumalanga Department of Education
NGO	Non-governmental Organization
PFMA	Public Finance Management Act (Act No.1 of 1999).
PPPFA	Preferential Procurement Policy Framework Act (Act No.5 of 2000)
PPR	Preferential Procurement Regulations of 2022
RDP	Reconstruction and Development Programme
SABS	South African Bureau of Standards
SANS	South African National Standards
SARS	South African Revenue Service
SCC	Special Condition of Contract
SCM	Supply Chain Management
SDA	Service Delivery Areas
SLPP	Social Labour Plan Proposition
SPM	Supplier Performance Management
VAT	Value Added Tax

SECTION A: GENERAL SPECIFICATION INFORMATION

1. Purpose

The Mpumalanga Department of Education (MDoE) intends to appoint supplier(s) to supply, deliver and install furniture to Educational institutions in the MDoE for a period of three years.

2. SCOPE OF WORK

The MDoE intends to appoint a service provider(s) that will supply, deliver and install furniture to various educational institutions with an agreed period.

The MDoE cannot provide the exact quantities or estimate to be delivered at this stage, the Department will confirm the quantities during the ordering stage. The supplier(s) will be responsible for the sufficient supply, deliver and install furniture as per the requisitions at all times during the contract period. Thus include installation and assembling of all delivered items.

3. Service Delivery Areas (SDA)

This bid once awarded will service the listed below SDA;

- a) Public Ordinary Schools
- b) Special Schools
- c) Early Childhood Development Institute (ECDI)
- d) Early Childhood Development Centres
- e) Any other identified centre within the educational institution

All furniture to be supplied to educational institutions should be according to the description on the pricing schedule, quality and bid requirements. Bidders must bid on **all items**. The bid could be either awarded to one or more bidders for the Department.

4. Term of Contract

The contract has a tenure of **three** years, subject to acceptable performance levels.

5. Pricing

The prices of all items must be inclusive of supply, delivery and installation of furniture to the identified educational institutions **or any other nominated location**. Furthermore, prices must be VAT inclusive and must be fixed for the first year.

6. Estimates / Quantities

The Department does not provide quantities in this bid and no guarantee is given or implied as to the actual quantities that shall be ordered. This shall be determined solely by the needs of the Department.

SECTION B - BIDDING PROCESS IN TERMS OF PPPFA

7. Bid Evaluation Methodology

- a. Evaluation in terms of compulsory returnable documents
- b. Evaluation in terms of functionality criterion and preference point systems.

7.1 Stage1 - Returnable documents

7.1.1 Compulsory Returnable Documents

Section	Compulsory Returnable Documents	Attached YES/NO
a.	The bid document must be securely bounded	
b.	Invitation to Bid (SBD 1) must be fully completed.	
c.	Fully completed Pricing Schedule	
d.	Fully completed SBD 4 (Declaration of Interest).	
e.	Fully completed SBD 6.1 (Preference Claim Certificate).	
f.	Fully completed SBD 6.2 - the Declaration Certificate for Local Production and Content together with Annexure C and E must be completed, signed and submitted with the bidding documents.	
g.	A Valid Pin Letter from SARS. Failure to submit a Valid Pin Letter, the bid proposal will be considered as being non-responsive and shall be disqualified. Tax status must remain compliant for the duration of the bid validity period.	
h.	Copy of CIPRO/ CIPC Company registration documents indicating each director as a shareholder.	
i.	If the bidder is joint venture/consortium/partnership, a certified copy of such an agreement and a resolution by each party to such venture/consortium/partnership authorizing its participation in the bid. If the bidder is not a joint venture/consortium/partnership, this section is not compulsory.	
j.	Originally certified copies of the identity documents /valid passports of all the directors of the entity. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	
k.	Attach a detailed Central Supplier Database (CSD) report (printout).	
l.	Bidders are compelled to submit proof that their products are SABS/ SANS approved.	

N.B. ALL BID DOCUMENTS MUST BE INITIALED ON EACH PAGE. FAILURE TO COMPLY WITH THIS REQUIREMENT, WILL BE DISQUALIFICATION.

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

7.1.2 Supporting returnable documents

Section	Supporting Returnable Documents	Attached YES/NO
a.	A total of 10 preference points is allocated on a proportional basis to enterprise owned by historically disadvantaged persons or individuals. For an enterprise that is owned by disabled person(s), it must provide a copy of confirmation from a Professional Medical Officer registered with the Health Professions Council of South Africa (HPCSA).	
b.	A detailed implementation plan on the supply and delivery of furniture to educational institutions. The implementation plan must be a detailed proposal accompanied by proof of capacity to deliver on the project. It should demonstrate that the supplier understands the supply and delivery of furniture to education institutions. The implementation plan should also provide information as well as documents on the items listed below: <ul style="list-style-type: none"> - A detailed implementation plan on the supply, delivery and installation of furniture to educational institutions. - The contribution towards capacity building of small and micro enterprises especially those owned by women, people with disabilities and youth. - How the bidder will respond to queries and provide customer support. - How the bidder will ensure that the Mpumalanga Department of Education gets value for money 	
c.	Evidence of experience in the supply, delivery of furniture in the form of an appointment letter or purchase order together with a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority. Bidder(s) who fail to attach the confirmation letter, appointment letter(s), purchase order(s) or contract(s) will not be allocated points on functionality.	
d.	Proof of appropriate transport for the supply, delivery and installation of furniture to Educational Institutions. Certified copies of vehicles registration certificates must be attached. In the absence of own transport vehicles, the bidder must provide an original letter of intent from the owner of vehicle	

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Section	Supporting Returnable Documents	Attached YES/NO
	showing availability of transport in an event that he/she is awarded the bid. The bidder must attach registration documents of relevant vehicles or lease agreement. The date on the certified copies must not be older than three months as at the closing date of the bid.	

NB: BIDDERS WHO FAIL TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS WILL NOT EARN POINTS DURING THE EVALUATION PROCESS.

7.2 Stage 2 - Evaluation on Functionality Criterion and Preferential Point Systems.

7.2.1 Criteria for evaluation the bid

Phase 1- Functionality

The BEC members shall individually evaluate the proposal /responses received and / or presentations made against the below listed criteria. The points to be allocated for functionality are as follows:

Criteria for Functionality	Sub Point	Points
Appropriateness of implementation plan		
- A detailed implementation plan on the supply, delivery and installation of furniture to educational institutions.	25	55
- The contribution towards capacity building of small and micro enterprises especially those owned by women, people with disabilities and youth.	10	
- How the bidder will respond to queries and provide customer support,	10	
- How the bidder will ensure that the Mpumalanga Department of Education gets value for money.	10	
Relevant experience of company in supplying, delivering and installing furniture (proof of experience: appointment letter, purchase order together with a confirmation letter signed by the Accounting Office/Accounting Authority ➤ 0 – 11 months = 3 ➤ 1 year – 3 years = 6 ➤ 4 years – 6 years = 12 ➤ 7 years – and above = 15	15	15
Vehicles Registration documents of vehicles ➤ Own Vehicles = 10 ➤ Leased Vehicles = 6	10	20
Capacity to deliver the project Infrastructure: existing office, production warehouse, telecommunication including telephone, fax and/or e-mail. ➤ All = 10 ➤ Production warehouse = 5 ➤ Existing office = 3 ➤ Telecommunication = 2	10	
Customer Support Emergency response strategy	10	10
TOTAL		100

Points scored for functionality shall be calculated as follows:

- a) Each BEC member shall award points for each individual criteria on the score sheet.
- b) The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and minimum threshold of 70 points.
- c) All bidders who scored the minimum threshold of 70 points or above shall advance to phase 2 of the bidding process.
- d) Bids/proposals that do not score the above specified minimum points for functionality shall not proceed further.

Phase 2: Preference Points in terms of PPPFA

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000).

Evaluation in terms of the 90/10 preference point system

Only the qualifying bids shall be evaluated further in terms of the 90/10 preference points system where 90 points will be used only for price and 10 points for the specific goals on equity ownership.

Points allocation in terms of the preference points system

Responsive bids shall be adjudicated by the MDoE on the 90/10 preference points system in terms of which points are awarded to bidders(s) as follows:

Points for price and specific goals on equity ownership:

Price	90
Specific goals on equity ownership	10

The lowest acceptable bid shall obtain the maximum points for price. The other bids with higher prices shall proportionately obtain lower points. The final points for the selection of a preferred bidder shall be calculated as follows:

$$P_s = 90 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer under consideration

NB: The preference claim forms are part of the standard bidding document.

A maximum of 10 points shall be awarded in respect of specific goals on equity ownership as contemplated in sub-regulation (2) of the PPPFA and section 8 of the MDoE

Preferential Procurement Policy. The points will then be added to those scored for price as calculated in accordance with sub-regulation (1) of the PPPFA (Act 5 of 2000). The specific goals on equity ownership points will be according to the generic scorecard below:

Description	Points (90/10)
<i>Enterprises that are at least 51% black owned</i>	2
<i>Enterprises that are at least 51% women-owned</i>	2
<i>Enterprises that are at least 25% owned by disabled persons</i>	2
<i>Enterprises with at least a 25% ownership by youth</i>	2
<i>Corporate Social Investment (CSI) or Social Labour Plan Proposition (SLPP)*</i>	2
<i>Non-compliant</i>	0

**NB CSI or SLPP- is defined as contributions (either employee time and/or resources) which bring benefits over and above those directly associated with the Department's core business activities.*

- (a) *The service provider(s) is expected to indicate or provide an outline of socio-economic projects to be implemented through its Corporate Social Responsibility in the area where the Department focuses. Proposed projects must be measurable with specific focus on vulnerable groups. Bidders can suggest or consider the following socio-economic project practices:*
- (i) *On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people.*
 - (ii) *Young women / mother upliftment / leadership programmes.*
 - (iii) *Skills development initiatives (technical and soft skills) accredited by recognised institutions.*
 - (iv) *Youth leadership and empowerment projects.*
 - (v) *Early childhood development initiatives.*
 - (vi) *Projects can be in collaboration with local CBO's, NGOs, and relevant institutions.*
 - (vii) *Business skills and enterprise support including mentoring of local enterprises.*
- (c) *Development of schools' infrastructure or technology.*
- (d) *The MDoE policy prohibits CSI financial contributions and/or acceptance. The Department will adopt a uniform standard in acknowledging, monitoring, and reporting on CSI contributions.*

Phase 3: Recommendations

The bidder(s) with the highest points shall then be recommended for appointment subject to section 2(1) (f) of the PPPFA on the following overall criteria:

- The needs of the MDoE in terms of its operations regarding the supply, delivery and install of furniture to educational institution;
- The service provider(s) experience in the operations related to the supply; delivery and install of furniture to educational institutions;
- The service provider(s) experience in procurement, distribution and administration of large operations related to the supply, delivery and installing of furniture to educational institution;
- The service provider(s) capacity (i.e. financial viability; effectiveness, efficiency, reliability) to transport, deliver within the stated timeframes; and
- The service provider overall ability to provide a service characterized by quality, accuracy and speed.

8. Local Production and Content

According to the Reconstruction and Development Programme (RDP) documents provides goals that support the designation of sectors in line with the national development and industrial policies for local production. To give effect this above requirement, the bid for school furniture is designated for local production and content at the minimum threshold of 100% as prescribed under local content for furniture products.

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

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

- Annexure – C: Local Content Declaration – Summary Schedule
- Annexure – D: Imported Content Declaration – Supporting Schedule to Annexure C
- Annexure – E: Local Content Declaration – Supporting Schedule to Annexure C

NB: These forms can be accessed on the DTIC official website http://www.dtic.gov.za/industrial_development/ip.jsp at no cost. The bidder must use the local content percentages for each product contained in Declaration C as the bid has more than one products.

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9. SECTION C - GENERAL CONDITIONS OF CONTRACT

Any appointment made is subject to the bidder(s) accepting the terms and conditions contained in the General Conditions of Contract and Service Level Agreement (SLA). Both the General Conditions of Contract and SLA are in line with Treasury Regulation 16A, published in terms of the Public Finance Management Act, 1999 (Act.No.1 of 1999).

- 9.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Mpumalanga Department of Education is prepared to enter into a contract with the successful bidder(s).
- 9.2 The bidder submitting the General Conditions of Contract to MDoE together with its bid, duly signed by an authorised representative of the bidder.
- 9.3 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 9.4 The supplier shall not, without the Department'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.
- 9.5 The supplier shall indemnify the Department 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.
- 9.6 Supplies and services which do not comply with the contract requirements may be rejected. Any supplies may on or after delivery be inspected, tested or analysed 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 supplier's cost and risk.
- 9.7 Should the supplier fail to provide the substitute supplies forthwith, the Department 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.
- 9.8 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.

- 9.9 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 Department.
- 9.10 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. 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.
- 9.11 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 Department'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.
- 9.12 The method and conditions of payment to be made to the supplier under this contract shall be specified in SLA. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. Payments shall be made promptly by the Department, but in no case later than 30 days after submission of an invoice or claim by the supplier. Payment will be made in Rand.
- 9.13 Prices levied by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted in his/her bid. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 9.13 Delivery of the goods and performance of services shall be made by the supplier in with the time schedule prescribed by the Department in the contract. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the Department 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 Department 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.

- 9.14 The Department may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Department. if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 9.15 If a force majeure situation arises, the supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department 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.
- 9.16 The Department may at any time terminate the contract by giving written notice to the supplier if he/she 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 Department.
- 9.17 If any dispute or difference of any kind whatsoever arises between the Department 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. If, after 30 days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Department or the supplier may give notice to the other party of his/her intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 9.18 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. The contract shall be interpreted in accordance with South African laws.
- 9.19 The supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Department. 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. Therefore, bidder(s) must be tax compliant when submitting their bids and must comply (throughout the contract period) with all applicable pieces of tax legislation- including but not limited to the Income Tax Act, 1962 (Act. No. 58 of 1962) and the Value Added Tax Act (Act. No. 89 of 1991).

- 9.20 The bid shall not be awarded to a bidder(s) who is not tax compliant. The Department reserves the right to withdraw an award, or cancel a contract concluded with a supplier if it is established that such a supplier was not tax compliant at the time of the award, or has submitted an invalid Tax Clearance Certificate for the bid.
- 9.21 It is a condition of contract that tax matters of the appointed supplier should be in good order, or proof is submitted confirming that satisfactory arrangements have been made with the South African Revenue Service (SARS). Tax Compliance status is also applicable to foreign bidders / individuals who wish to submit bids.
- 9.22 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD. In the case of Consortium/Joint Ventures/Partnership, each party **must** be registered on the CSD and its tax compliance status will be verified from this database.
- 9.23 Bidders may seek clarity on additional information on certain areas. Only written requests shall be considered by the MDoE, provided that these are reasonable as to the timing and content. In order to maintain transparency and equity, the Department shall supply all bidders with the requested additional information.

10. SECTION D: SPECIAL CONDITIONS OF CONTRACT

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

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor or other representative of a government entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided by the Department;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department officials, directors, employees, advisors or other representatives;
- d. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided by the Department;
- e. pays or agrees to pay any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services by the Department;
- f. has in the past engaged in any matter referred to above; or has been found guilty in a court of law on charges of fraud and/or forgery.

11. Misrepresentation during the life cycle of the contract

Misrepresentations in a bid may give rise to the termination of the contract and a claim by the Department against the supplier.

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

12. Indemnity

If a service provider breaches the conditions of this bid and, as a result of that breach, incurs costs or damages (including the cost of any investigation, procedural impairment, enforcement of intellectual property rights or confidentiality obligations), then the supplier shall indemnify the Department for any damages or harm and all such costs that the supplier may incur. Equally, a bidder(s) participates in this bid process entirely at his/her own cost and related risks. The Department shall not be liable for any cost incurred or damages suffered as a result of the service provider's participation in the bidding process.

13. Timeline of the bid

The validity period of the bid is 90 days. Any time or date in this bid is subject to change at the discretion of the MDoE. The bidder(s) accepts that if the Department extends the deadline for submission (i.e. closing date) for any reason, the requirements of this bid shall apply equally to the extended period.

14. Bid defaulters and restricted suppliers

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

15. Late bids

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

16. Guarantee

The furniture shall be guaranteed for a period of twelve months against faulty materials used in the manufacturing of it and/or as a result of workmanship, with fair wear and tear excluded.

The period of guarantee shall commence on the date of receipt of the furniture. The liability of the supplier under the guarantee shall cover delivery of the furniture, replacement of defective supplies and (where parts are to be replaced) the liability shall include installation of the parts. The replacement furniture or parts shall be guaranteed for a similar period of twelve months.

17. Payment

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

18. Termination and/or Withdrawal

Failure to comply with any of the conditions of the bid or unsatisfactory in rendering the service, the stipulations of the general conditions of contract and procedures would be applicable.

19. Breach of Contract

19.1 If the service is interrupted or temporary delayed as a result of labor disputes, civil revolt, a local or national disaster, or any other cause above the control of the bidder, the parties must mutually agree on methods to continue with essential services areas, subject to other stipulations at this bid, to render the service. If the service is not rendered in that specific area at a given time access to that area is forbidden.

19.2 In such a case the contract would immediately comply with the request and the bidder would not (as a result of such a request) be entitled to bring a claim for loss or damage against the MDoE and the bidder indemnifies the MDoE against any claim from the employee concerned.

20. Bid Pricing Structure

21.1 All prices quoted should be **VAT** inclusive.

21.2 Bidders are allowed to bid for the service specified under the scope of work.

21.3 Prices must be fixed for the first year as indicated in the pricing schedule. No price adjustment will be entertained during the duration of the contract.

21. Payments

21.1 Payment should be made monthly on submission of an invoice for services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number.

21.2 Invoices cannot be certified as correct before the work has been properly performed, this certification can only take place after the last work day of the month during which the service was rendered.

22. Billing

An original invoice with an invoice number, signed by service provider, with the correct amount, on a proper letterhead and period of payment should be generated at the end of the month after the service is rendered.

23. Liability

The bidder shall indemnify the MDoE herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the bidder or any other person - that may result from or be related to the execution of this contract.

24. Damage Compensation

The bidder shall be held responsible for any damage or defects of the truck container /carrier or thefts that may be caused to the premises or content by him or his employees or due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the MDoE against the bidder. Contents must be free of water damage or any other results due to weather conditions.

25. Rectification of Damages

In the case of damages to, equipment, etc. resulting from the rendering of the service, the bidder undertakes to rectify the damage immediately to the satisfaction of the MDoE. If the bidder fails to act immediately after notification, the MDoE would rectify the damages and any costs incurred be recovered from any moneys outstanding.

26. Declaration of interest

- 26.1** Bidders are required to declare interest (in the SBD4 form) if they are or have a person (relatives//spouse/business/partners/shareholders) presently employed by the state.
- 26.2** Failure to declare as per 26.1 above may result in the bidding company being disqualified and also be restricted for a 10 year period from doing business with state institutions.

27 Central Supplier Database

All bidders will be verified for tax compliance on the Central Supplier Database (CSD). Failure to validate the tax status in the CSD may invalidate the bid. This bid shall not be awarded to a supplier who is not registered on the CSD.

28 Performance management

Supplier Performance Management (SPM) is viewed by the MDoE as a critical component in ensuring value for money acquisition and good supplier relations between the MDoE and all its suppliers.

The successful bidder shall upon receipt of written notification of an award, conclude a Service Level Agreement (SLA) with the MDoE, which will form an integral part of the performance management. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery, quality and value add of the service to MDoE.

29 Value Added Tax

All bid prices must be inclusive of **15%** Value-Added Tax (VAT).

All bidders will be verified for tax compliance status on the Central Supplier Database (CSD). Failure to validate the tax status in CSD may invalidate the Bid.

**SIGNATURE OF BIDDER
OR AUTHORISED PERSON**

DATE

SECTION E - PRICING SCHEDULE FOR THE PROCUREMENT

NAME OF BIDDER: _____

Bidders **must** tender on **all items** that are on the pricing schedule, as the bid could be awarded to four bidders, each per district or to one bidder for the whole province.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	LEARNER HOSTEL					
	Beds :					
1.	Single bed: (Steel framework) 750 x 1800 mm	Each				
2.	Single bunk bed: (Steel framework) 760 x 1905 mm - high density treated PVC foam mattress with durable waterproof material.	Each				
3.	2 tier bunk beds: (Steel framework) 1905 x 760 mm W- high density treated PVC foam mattress with durable waterproof material and stairs.	Each				
4.	3 tier bunk beds: (Steel framework) 1905 x 760 mm W-high density treated PVC foam mattress with durable waterproof material and stairs.	Each				
	Lockers					
5.	Tier single door locker: (Steel) 450 x 450 x 1800 mm High with 2 divisions inside	Each				
6.	Tier Locker: (Steel) 900 x 450 x 1800 mm High (2 doors) with 2 divisions inside	Each				

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1 st YEAR	UNIT PRICE 2 nd YEAR	UNIT PRICE 3 rd YEAR	
	Study Tables					
7.	Single chair table: Grade (1-3) (Primary) Size: 550 x 450 x 575 mm Height Top: 550 x 450 21 mm, solid Saligna hardwood, lacquered, steel frame with tamperproof screws.	Each				
8.	Grade (4-7) (Primary) Size: 550 x 450 x 575 mm Height Top: 550 x 450 21 mm, solid Saligna hardwood, lacquered, steel frame with tamperproof screws.	Each				
9.	Grade (8-12) (Secondary) Size: 550 x 450 x 725 mm Height Top: 550 x 450 21 mm, solid Saligna hardwood, lacquered, steel frame with tamperproof screws.	Each				
10	Primary Combination Desk: Primary Double Combination Size: 1065 x 400 x 650 mm High Top: 1065 x 400 x 21 mm solid Saligna hardwood, lacquered, steel frame with tamperproof screws	Each				
11.	Primary Combination Desk: Single Size: 600 x 400 x 500 mm High Top: 600 x 400 x 21 mm solid Saligna hardwood, lacquered, steel frame with tamperproof screws (Fig. 3.3)	Each				
12.	Secondary Combination Desk: Double	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	Size: 1200 x 400 x 750 mm High Top: 1200 x 400 x 21 mm solid Saligna hardwood, lacquered, steel frame with tamperproof screws					
13.	Secondary Combination Desk: Single Size: 600 x 400 x 750 mm High Top: 600 x 400 x 21 mm solid Saligna hardwood, lacquered, steel frame with tamperproof screws (Fig. 3.3)	Each				
	Steel Cupboards / Cabinet					
14.	2 Tier bookcase (Steel) Size: 750 x 300 x 600 mm High	Each				
15.	Single door bed side cabinet (Steel) Size: 300 x 400 mm pedestal, with 2 divisions inside.	Each				
16.	Double door cabinet- with 2 divisions inside.	Each				
	HOSTEL MASTERS					
	Bedroom:					
17.	Double bed & mattress Width: 137cm Length: 188 cm (standard length) Mattress: Offset Coil System, Foam, reinforced wood base with 140 mm legs, Aloe Vera Fabric Thickness: 24 cm (Total height: 67 cm)	Each				
18.	300 x 400 mm Pedestal, with 2 drawers (Wood)	Each				

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No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	Kitchen:					
19.	300L, bottom freezer fridge with water dispenser. Dimensions: H160 x W54 x D58.7 cm	Each				
20.	40 L Microwave Oven 9000W	Each				
	Dining room set:					
21.	5 Piece Dining set 4 x Back seats, approved foam with framework (wood)	Each				
22.	1 Dinning table (square) (wood)	Each				
	Lounge room:					
23.	3 Piece (6 seater) lounge suite	Set				
24.	Coffee table: Round Steel framework & glass top	Each				
25.	<u>Single seater couch:</u> Upholstery: Genuine leather (black / brown)	Each				
26.	<u>2 seater couch:</u> Upholstery: Genuine leather (black / brown)	Each				
27.	<u>3 seater couch:</u> Upholstery: Genuine leather (black / brown)	Each				
	CANTEEN FURNITURE					
	Chairs:					
28.	Foldable chairs 100% polypropylene. Approved armrest fitted to steel frame. Chair to comply with SANS/SABS 1244:1979	Each				
29.	Stackable chairs 100% polypropylene. Approved armrest fitted to steel frame. Chair to comply	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	with SANS/SABS 1244:1979					
	Tables:					
30.	Round table Size: 1200 mm (Top) Height: 750mm (Oak Melamine)	Each				
	Food Trolleys:					
31.	Dish clearing trolley: 2 Tier multi-purpose 220 kg 920 mm x 515 mm x 915 mm Powder Coated (steel)	Each				
32.	Cutlery trolley: 2 Tier multi-purpose 220 kg 920 mm x 515 mm x 915 mm Powder Coated (steel)	Each				
33.	Food serving trolley: 2 Tier multipurpose 220 kg 920 mm x 515 mm x 915 mm Powder Coated (steel)	Each				
34.	Plate stacking trolley: 2 Tier multipurpose 220 kg 920 mm x 515 mm x 915 mm Powder Coated (steel)	Each				
35.	Clearing trolley: 2 Tier multipurpose 220 kg 920 mm x 515 mm x 915 mm Powder Coated (steel)	Each				
	Refuse Bins:					
36.	Mobile refuse bin 1100 liters High quality, high-density polyethylene Rugged and Robust design Integrated handles in the body and lid Four solid rubber typed wheels.	Each				
37	Litter bin with rim lid 240 Diam x 600H, silver, Stainless steel	Each				
	Bain-marie:					
38.	220 Volt 3Kw power floor					

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1 st YEAR	UNIT PRICE 2 nd YEAR	UNIT PRICE 3 rd YEAR	
	<p>model Bain marie</p> <ul style="list-style-type: none"> Bain marie takes 6 full inserts Bain marie fitted with straight glass and sneeze guard Variable thermostat settings Deli bain marie easy to open and clean Interior lighting standard Stainless steel interior and exterior for increased durability Fits one full insert in a line <p>Dimensions: 2180 x 700 x 370 mm</p> <p>Weight: 185 kg</p>	Each				
39.	<p>220 Volt 1.5Kw power floor model Bain marie</p> <ul style="list-style-type: none"> Bain marie takes 3 full inserts Bain marie fitted with straight glass and sneeze guard Variable thermostat settings Deli Bain marie easy to open and clean Interior lighting standard Stainless steel interior and exterior for increased durability Fits one full insert in a line 	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	<p>Dimensions: 1110 x 700 x 900mm</p> <p>Weight: 150kg</p>					
40.	<p>Half gastronorm Bain marie insert</p> <p>Size 325 mm X 265 mm x 65 mm (deep)</p> <ul style="list-style-type: none"> • Made from quality stainless steel • Reinforced corners • Guaranteed not to jam with anti-jamming design • American style rounded edges • Insert only 	Each				
41.	<p>Full gastro norm Bain Marie insert</p> <p>Size 530 mm X 325 mm x 65 mm (deep)</p> <ul style="list-style-type: none"> • Made from quality stainless steel • Reinforced corners • Guaranteed not to jam with anti-jamming design • American style rounded edges • Insert only 	Each				

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1 st YEAR	UNIT PRICE 2 nd YEAR	UNIT PRICE 3 rd YEAR	
42.	Electric Urn with lid: 20 Liter 200 Volt element – 3Kw <ul style="list-style-type: none"> • 0.5 mm stainless steel Gauge • 304 stainless steel in 18/18 (18% Chrome and 8% Nickel) • Boil dry element • 6 Heat setting • Bakelite tap and handles • Polished finish 	Each				
43.	Electric Urn with lid: 50 litre 200 Volt element – 3Kw <ul style="list-style-type: none"> • 0.5 mm stainless steel Gauge • 304 stainless steel in 18/18 (18% Chrome and 8% Nickel) • Boil dry element • 6 Heat setting • Bakelite tap and handles • Polished finish 	Each				
44..	Electric Urn with lid: 75 litre 200 Volt element – 3Kw <ul style="list-style-type: none"> • 0.5 mm stainless steel Gauge • 304 stainless steel in 18/18 (18% Chrome and 8% Nickel) • Boil dry element • 6 Heat setting 	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	<ul style="list-style-type: none"> Bakelite tap and handles Polished finish 					
45.	Electric Milk Urn with lid: 2 Liter 230 Volt 50/60 Hz 2080 W <ul style="list-style-type: none"> Stainless Steel Dimension: 205 mm x 355 mm x 430 mm	Each				
46.	5 Pan Wrap & Relish Unit <ul style="list-style-type: none"> Stainless steel construction Full complement of 1-6 gastronorm pans 150 mm deep Width: 910 mm Depth: 310 mm Height: 700 mm	Each				
47.	Free Standing Water Cooler 16 Litres Cooler <ul style="list-style-type: none"> Compressor Cooled Hot and cold water 2 Liters cold water per hour (7°C to 10°C) 5 Litres hot water per hour (90°C) Drip Tray Drainage port 	Each				
48.	Free Standing Water Cooler 20 Liters Cooler <ul style="list-style-type: none"> Compressor Cooled Hot and cold water 2 litres cold water per hour (7°C to 10°C) 	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	<ul style="list-style-type: none"> 5 litres hot water per hour (90°C) Drip Tray Drainage port 					
49.	Insulated Food Containers: Square: 10 L	Each				
50..	20L	Each				
51.	30L	Each				
52	50L	Each				
53..	Hall Furniture: Upholstered stackable chair with cloth and steel frame. Angled Trapezium Table with steel frame and 16 mm top for training rooms. Size: 1200 mm x 600 mm	Each				
54.	Hall Furniture: Upholstered stackable chair with cloth and steel frame. Angled Trapezium Table with steel frame and 16 mm top for training rooms. Size: 1400 mm x 700 mm	Each				
	Technical Centre Furniture:					
55.	A2 Drawing board Working Area: 1750 x 1250 mm Weight: 71 kg	Each				
56.	Flipchart stand: Height adjustable to 2000mm. Magnetic, write 'n wipe surface, spring loaded surface paper gripper, intergrated pen tray	Each				
57.	Heavy duty frame (angle adjustable) lockable castors 640W x 1000H	Each				

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1 st YEAR	UNIT PRICE 2 nd YEAR	UNIT PRICE 3 rd YEAR
58.	Laboratory stool: (Round) Seat type: Polypropylene Copolymer Height: 690mm Seat to be secured to steel frame with 4.8 x 12 mm (3 legged) 25 mm tubing frame with baked grey epoxy / polyester powder coating finish. Foot Rail 10 mm mild steel rod Durable plugs to all leg ends (Fig 9.5)	Each			
59.	Chalkboard: Aluminium frame, coated writing surface, slide-in aluminium chalk rail Size: 1200 x 1000 mm	Each			
60.	Notice board: Aluminium frame, carpet surface Size: 1200 x 900 mm (Fig 8.15)	Each			
Computer Centre					
61.	Typist chair: Steel frame, swivel, on 5-star base with durable castors, powder coated. Gas height adjustment. Upholstered (Fig 7.3)	Each			
62.	Computer table: Top: 21 mm Solid Saligna Hardwood CPU Box manufactured from matching 16 mm substrate veneer board. Steel frame assembly: 25 mm square tubing (Fig 5.7)	Each			

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1 st YEAR	UNIT PRICE 2 nd YEAR	UNIT PRICE 3 rd YEAR	
	Boardroom furniture					
63.	Table , 14/16/oak seater 5800w x 1800D x 730H, Mahogany/Oak 48mm top Vennered with leatherette inlays	Each				
64	Table: 14/16/oak seater 4800 x 1800D x 730H Mahogany/ Oak 48mm top vennered with leatherette inlays					
65.	Chair Sixteen 227kg heavy duty swivel and tilt chairs with armrest, black bonded leather	Each				
66.	Chair Sixteen 227kg heavy duty swivel and tilt chairs with armrest, black bonded leather					
	Laboratory Furniture:					
67	Office desk with 2 drawers: Size: 1500 x 850 x 750 mm High Top: 1500 x 850 x 21 mm, solid Saligna hardwood, lacquered Drawer box: 2 x drawers (top drawer lockable), all components lacquered Steel frame: 25 mm square tubing, powder coated, durable plugs on leg ends. (Fig 4.3)	Each				
68.	Steel Filling Cabinet Size: 625 x 465 x 1300 mm High Four (4) Drawers, Cylinder lock forms part of the handle Sheet metal construction (Fig 5.8)	Each				
69.	Steel Stationery cupboard:	Each				

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	(Large) Size: 450 x 900 x 1800 mm High Steel cupboard, fitted with four (4) adjustable shelves with two (2) doors and one (1) handle. Lockable: Cylinder lock forms part of the handle Sheet metal construction (Fig 5.9)					
70.	Steel Stationery cupboard: (Small) Size: 450 x 900 x 900 mm High Steel cupboard, fitted with two (2) adjustable shelves with two (2) doors and one (1) handle. Lockable: Cylinder lock forms part of the handle Sheet metal construction (Fig 5.10)	Each				
71.	Upholstered Teacher's chair without arms Height: 450 mm High Steel frame: 22 mm square tubing, stackable, powder coated and plugs fitted on (four) 4 legs (Fig 7.1)	Each				
72.	Upholstered Side Teacher's chair with arms Height: 450 mm High Steel frame: 22 mm square tubing, powder coated, durable arm rests and plugs fitted on (four) 4 legs (Fig 7.2)	Each				
73.	Teacher's demonstration desk: Top: 21 mm solid Saligna Hardwood Doors, shelves and bottom	Each				

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1 st YEAR	UNIT PRICE 2 nd YEAR	UNIT PRICE 3 rd YEAR	
	manufactured from matching veneered 16 mm thick particle board. Steel frame: 25.4 mm square tubing Fitted with sink and waste system, hinges, lock and handle and laboratory tap. Size: 2250 x 610 x 975 mm High Saligna and Steel (Fig 9.1)					
74.	Student service station: Top: 21 mm solid Saligna Hardwood Doors, shelves, backs, division and bottom manufactured from matching veneer 16 mm thick particle board. Steel frame: 25.4 mm square tubing Fitted with Double Gas tap, sink and waste system, hinges, lock and handle and laboratory tap. Size: 1200 x 600 x 975 mm High Saligna and Steel (Fig 9.2)	Each				
75.	Laboratory table: Top and Shelf: 21 mm solid Saligna Hardwood Steel frame: 25.4 mm square tubing Size: 1100 x 840 x 1150 mm High Saligna and Steel (Fig 9.3)	Each				
76.	Laboratory stool: Seat: Polypropylene Copolymer. Frame: 25 mm tubing with polyester powder coating finish.	Each				

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1 st YEAR	UNIT PRICE 2 nd YEAR	UNIT PRICE 3 rd YEAR
	Foot Rail 10 mm mild steel rod Plugs to all three (3) legs 460mm High. Polypropylene and Steel (Fig 9.4)				
77.	Laboratory stool 690mm H – 3 legged – Laboratory stool: Seat: Polypropylene Copolymer. Frame: 25 mm tubing with polyester powder coating finish. Foot Rail 10 mm mild steel rod Plugs to all three (3) legs 690mm High. Polypropylene and Steel (Fig 9.5)	Each			
School and Library Furniture:					
78.	Grade R chair: Seat Height: 325 mm High Polypropylene Steel Frame: Stackable, 19.05 mm tubing, powder coated, durable ferrules fitted to all leg ends. Colour: Blue. (Fig 1.1)	Each			
79.	Lower primary chair: Seat Height: 350 mm High Polypropylene Steel frame: Stackable, 19.05 mm tubing, powder coated, durable ferrules fitted to all leg ends. Colour: Blue (Fig 1.2)	Each			
80.	Higher primary chair: Seat Height: 400 mm High Polypropylene Steel frame: Stackable, 19.05 mm tubing, powder coated, durable ferrules fitted to all leg ends.	Each			

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	Colour: Red (Fig 1.3)					
81.	Secondary chair: Seat Height: 450 mm High Polypropylene Steel frame: Stackable, 19.05 mm tubing, powder coated, durable ferrules fitted to all leg ends. Colour: Orange (Fig 1.4)	Each				
82.	Grade R chair: Seat Height: 325 mm High Masonite seat and back Steel frame: Stackable, 19.05 mm tubing, powder coated, durable plugs and ferrules fitted to all leg ends (Fig 1.5)	Each				
83.	Lower primary chair: Seat Height: 350 mm High Masonite seat and back Steel frame: Stackable, 19.05 mm tubing, powder coated, durable plugs and ferrules fitted to all leg ends (Fig 1.6)	Each				
84.	Higher primary chair: Seat Height: 400 mm High Masonite seat and back Steel frame: Stackable, 19.05 mm tubing, powder coated, durable plugs and ferrules fitted to all leg ends (Fig 1.7)	Each				
85.	Secondary chair: Seat Height: 450 mm High Masonite seat and back Steel frame: Stackable, 19.05 mm tubing, powder coated, durable plugs and ferrules fitted to all leg ends (Fig 1.8)	Each				
86.	Upholstered Side chair without arms	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	Height: 450 mm High Steel frame: 22 mm square tubing, stackable, powder coated and plugs fitted on (four) 4 legs Side chair without arms (Fig 7.4)					
87.	Upholstered Side Teacher's chair with arms Height: 450 mm High Steel frame: 22 mm square tubing, powder coated, durable arm rests and plugs fitted on (four) 4 legs (Fig 7.5)	Each				
88.	Side chair with arms and sleigh base Height: 895 mm High Seat and back: Foam and upholstery Polypropylene Steel frame: 25.4 x 2.5 mm tubing, durable plugs fitted to all open steel ends, arm rests to be fitted to steel frame (Fig 7.6)	Each				
89.	Low back swivel and tilt chair with arms: Height: 860 mm High Seat and back: Foam and upholstery Polypropylene Steel frame: 25.4 mm tubing, durable plugs fitted to all open steel ends, arm rests to be fitted to steel frame, swivel and tilt mechanism, gas height adjustable spindle and five (5) star reinforce nylon base with durable castors (Fig 7.7)	Each				
90.	High back swivel and tilt chair with arms: Height: 1145 mm High Seat and back: Foam and	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	upholstery Polypropylene Steel frame: 25.4 mm tubing, durable plugs fitted to all open steel ends, arm rests to be fitted to steel frame, swivel and tilt mechanism, gas height adjustable spindle and five (5) star reinforce nylon base with durable castors (Fig 7.8)					
91.	Circulation desk: Size: 1800 x 360/900 x 750/1100 mm High Table and Counter Top 21 mm solid Saligna hardwood 31.75 mm Square tubing, durable plugs fitted to all legs. Steel frame: 4.8 x 27 mm large flange pop rivets (Fig 8.1)	Each				
92.	Reading table: Size: 1500 x 850 x 750 mm High Table top: 21 mm solid Saligna hardwood Steel frame: 31.75 mm Square tubing, durable plugs fitted to all legs (Fig 8.2)	Each				
93.	Bookshelf: Size: 900 x 300 x 900 mm High 21 mm solid Saligna hardwood 3 mm medium density fibre board 2 Fixed Shelves (Fig 8.3)	Each				
94.	Bookshelf: Size: 900 x 300 x 1200 mm High 21 mm solid Saligna hardwood 3 mm medium density fibre board 3 Fixed Shelves (Fig 8.4)	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
95.	Bookshelf: Size: 900 x 300 x 1500 mm High 21 mm solid Saligna hardwood 3 mm medium density fibre board 4 Fixed Shelves (Fig 8.5)	Each				
96.	Bookshelf: Size: 900 x 300 x 1800 mm High 21 mm solid Saligna hardwood 3 mm medium density fibre board 5 Fixed Shelves (Fig 8.6)	Each				
97.	Bookshelf: Size: 900 x 600 x 1200 mm High 21 mm solid Saligna hardwood 3 mm medium density fibre board 3 Fixed Shelves (Fig 8.7)	Each				
98.	Bookshelf: Size: 900 x 600 x 1800 mm High 21 mm solid Saligna hardwood 3 mm medium density fibre board 5 Fixed Shelves (Fig 8.8)	Each				
99.	Catalogue Cabinet: Size: 1200 x 420 x 1800 mm High All panels: 16 mm Veneer Board 3.2 mm Hardboard, Okoume (Fig 8.9)	Each				
100.	Study Carrel: Single Size: 750 x 600 x 750 /1150 mm High Top: 21 mm solid Saligna hardwood Steel frame: 25 mm square	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	tubing, durable plugs fitted to all leg end (Fig 8.10)					
101.	Study Carrel: Double Size: 1500 x 850 x 1500/1150mm High Top: 21 mm solid Saligna hardwood Steel frame: 32 mm square tubing, durable plugs fitted to all leg end (Fig 8.11)	Each				
102.	Book trolley with wheels: Size: 950 x 320 x 1020 mm High Side, bottom and fixed shelves: 21 mm solid Saligna hardwood Castors: two (2) to swivel and two (2) swivel with brake (Fig 8.12)	Each				
102.	Browser Box: Size: 750 x 600 x 750/950 mm High Table top and box: 21 mm solid Saligna hardwood Steel frame: 25 mm square tubing (Fig 8.13)	Each				
103.	Book-End: Size: 120 x 105 x 142 mm High Steel plate from 1.6 mm flat sheet (Fig 8.14)	Each				
CLASSROOM FURNITURE						
104.	Grade R table: Size: 1000 x 1000 x 500 mm High Top: 21 mm solid Saligna hardwood Steel Frame: 25 mm tubing,	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	durable plugs fitted to all leg ends (Fig 2.1)					
105.	Lower primary table: Double Size: 1000 x 450 x 575 mm High Top: 21 mm solid Saligna hardwood Steel Frame: 25 mm tubing, durable plugs fitted to all leg ends (Fig 2.2)	Each				
106.	Higher primary table: Double Size: 1000 x 450 x 650 mm High Top: 21 mm solid Saligna hardwood Steel Frame: 25 mm tubing, durable plugs fitted to all leg ends (Fig 2.3)	Each				
107.	Secondary table: Double Size: 1200 x 450 x 750 mm High Top: 21 mm solid Saligna hardwood Steel Frame: 25 mm tubing, durable plugs fitted to all leg ends (Fig 2.4)	Each				
108.	Secondary table: Single Size: 550 x 450 x 725 mm High Top: 21 mm solid Saligna hardwood Steel Frame: 25 mm tubing, durable plugs fitted to all leg ends (Fig 2.5)	Each				
109	Secondary table: Single Size: 750 x 450 x 750 mm High Top: 21 mm solid Saligna hardwood Steel Frame: 25 mm tubing, durable plugs fitted to all leg	Each				

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1 st YEAR	UNIT PRICE 2 nd YEAR	UNIT PRICE 3 rd YEAR	
	ends (Fig 2.6)					
110.	Grade R storage unit: Size: 1200 x 450 x 1000 mm High All panels: 21 mm Saligna hardwood Back: 3.2 mm hardboards Hook-hat and coat (Fig 3.4)	Each				
111.	Staffroom table: Size: 1200 x 700 x 750 mm High Top: 21 mm solid Saligna hardwood Steel frame: 25.4 mm square tubing, durable plugs fitted to leg ends (Fig 4.1)	Each				
112.	Teacher's desk with 2 drawers: Size: 1200 x 700 x 750 mm High Top: 21 mm solid Saligna hardwood Panel and drawer box: 16 mm veneer board Steel Frame: 25 mm square tubing, durable plugs fitted to all leg ends and hand and drawer slides (Fig 4.2)	Each				
OFFICE FURNITURE						
113.	Office desk: Size: 1500 x 850 x 750 mm High Top: 21 mm solid Saligna hardwood Steel frame: 32 mm square tubing, durable plugs fitted to all legs (Fig 5.1)	Each				
114.	Office desk: 3 Drawers Size: 1500 x 850 x 750 mm	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	High Top: 21 mm solid Saligna hardwood Steel frame: 32 mm square tubing, durable plugs fitted to all legs (Fig 5.2)					
115.	Telephone table: Size: 900 x 450 x 750 mm High Top: 21 mm solid Saligna hardwood Shelf: 16 mm Veneer board Steel frame: 32 mm square steel tubing, plugs fitted to all leg ends (Fig 5.3)	Each				
116.	3 Division Correspondence rack: Size: 820 x 335 x 128mm High All panels: 21 mm Solid Saligna hardwood 6.4 mm hardboard (Fig 5.4)	Each				
117.	Pigeon hole: 30 Division Size: 900 x 360 x 1500 mm High Carcass: 16 mm Veneer Board Back: 3.2 mm hardboard Okoume (Fig 5.5)	Each				
118.	Glazed door bookcase: Size: 900 x 360 x 1500 mm High 16 mm Substrate Veneer Board Door Frame: 21 mm Solid Saligna Hardwood Back: 3.2 mm Hardboard, durable lock and handle fitted and fit 3 mm clear float glass to door frames. Okoume (Fig 5.6)	Each				
119.	Coat and hat stand:	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	Size: 610 x 1580 mm High Steel coat and hat hooks Frame: Steel (Fig 5.11)					
120.	Desk: Size:1600 x 900 x 750 mm High Top: Melamine (Natural Oak) Drawer box with three (3) drawers, right hand (Fig 6.1)	Each				
121.	Desk: Size: 1600 x 900 x 750 mm High Top: Melamine (Natural Oak) Drawer box with three (3) drawers, left hand (Fig 6.2)	Each				
122.	Side table: Size: 1200 x 700 x 750 mm High with shelf Top: Melamine (Natural Oak) (Fig 6.3)	Each				
123	Connecting corner: Left Hand Size: 912 x 712 x 1290 mm Top: Melamine (Natural Oak) with 32 mm particle board (Fig 6.4)	Each				
124.	Connecting corner: Right Hand Size: 912 x 712 x 1020 mm Top: Melamine (Natural Oak) with 32 mm particle board (Fig 6.5)	Each				
125.	Connecting corner: Left Hand Size: 912 x 456 x 33mm Top: Melamine (Natural Oak) with 32 mm particle board (Fig 6.6)	Each				
126.	Connecting corner: Right Hand Size: 912 x 456 x 1020 Top: Melamine (Natural Oak)	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	with 32 mm particle board (Fig 6.7)					
127.	Floor Protector T – shape, 1520 x 1220OD, polycarbonate non slip	Each				
128.	Floor Protector, Rectangle 1330w x 1130H, rubberized	Each				
129.	Credenza: Size: 900 x 450 x 750 mm High Top: Melamine Oak with 3.2 mm particle board Carcass: 16 mm double sided Melamine (Natural Oak) Doors and back: 16 mm double sided Melamine (Natural Oak) and sliding doors, with handle and locks (Fig 6.8)	Each				
130.	Shelving unit: Size: 900 x 300 x 900 mm High Carcass: 16 mm double sided Melamine (Natural Oak) Back: 16 mm double sided Melamine Shelve (Fig 6.9)	Each				
131.	Stationery cupboard: 2 Doors Size: 900 x 360 x 1500 mm High Carcass: 16 mm double Melamine (Natural Oak) Back: 6 mm double sided Melamine (Natural Oak) Solid Oak cup handle (Fig 6.10)	Each				
132.	Filing cabinet: 4 Drawers Size: 487 x 550 x 1350 mm High Carcass: Double sided Melamine (Natural Oak) with	Each				

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No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	16 mm particle board Back: Double sided Melamine (Natural Oak) and 16 mm particle board Locks and handles (Fig 6.11)					
133.	Coffee table: Square Size: 900 x 450 x 400 mm High Carcass: Double sided 16 mm Melamine (Natural Oak) (Fig 6.12)	Each				
134.	3 Division Correspondence rack: Size: 770 x 353 x 76 mm High Carcass: Double sided Melamine (Natural Oak) with 16 mm particle board (Fig 6.13)	Each		.		
135.	Pigeon hole: 30 Division Size: 900 x 360 x 1500 mm High Carcass: 16 mm Veneer Board Back: 3.2 mm hardboard Melamine (Natural Oak) (Fig 6.14)	Each				
136.	Shelving unit: Size: 900 x 360 x 1200 mm High Carcass: Double sided Melamine (Natural Oak) with 16 mm particle board Back: 3.2 mm hardboard Natural Oak (Fig 6.15)	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
137.	Shelving unit: Size: 900 x 360 x 1500 mm High Carcass: Double sided Melamine (Natural Oak) and 16 mm particle board Back: 3.2 mm hardboard Natural Oak (Fig 6.16)	Each				
138.	Shelving unit: Size: 900 x 360 x 1800 mm High Carcass: Double sided Melamine (Natural Oak) (Fig 6.17)	Each				
139.	Meeting table: Round Size: 600 x 1200 x 750 mm High Top: Melamine (Natural Oak) 32 mm Legs: Double sided Melamine (Natural Oak) with 16 mm particle board (Fig 6.18)	Each				
140.	Adapted Furniture	Each				
141.	Alerting Device: Alarm Clock with flasher	Each				
142.	Alerting Device: Alarm Clock with strobe	Each				
143.	Alerting Device: Alarm Clock with flash and vibrator	Each				
144.	Alerting Device: Door beacon	Each				
145.	Alerting Device: Wireless Strobe Door Chime	Each				
146.	Alerting Device: Smoke Detector with strobe light smoke detector that can be hooked to a bed vibrator.	Each				

BID SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE (3) YEARS TO SUPPLY, DELIVER AND INSTALL FURNITURE TO EDUCATIONAL INSTITUTIONS OF THE MPUMALANGA DEPARTMENT OF EDUCATION.

No.	ITEM DESCRIPTION	QTY	UNIT PRICE 1st YEAR	UNIT PRICE 2nd YEAR	UNIT PRICE 3rd YEAR	
	Playing time					
147.	Table tennis Size: 2750W x1520OD x 640H. Folds up with safety latch for easy moving and storage. Alluminium frame for extra support – 75mm rubber castors	Each				
148.	Pool Table 215W x 1225D x 820 H Ball return feature adjustable feet to level playing surface.	Each				
	TOTALS: Per year		R	R	R	
	TOTAL BID PRICE (1Yr +2Yr + 3Yr) (15 % VAT Inclusive)		R			

**SIGNATURE OF BIDDER
OR AUTHORISED PERSON**

DATE

Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders ☐ Good standing ☐

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

Particulars of applicant

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

[illegible]

ID/Passport no Company/Close Corp. registered no

Income Tax ref no _____ PAYE ref no **7**

VAT registration no **4** SDL ref no **L**

[illegible][illegible]

E-mail address

[illegible]

Postal address

Particulars of representative (Public Officer/Trustee/Partner)[illegible][illegible]

ID/Passport no Income Tax ref no

[illegible][illegible]

Physical address

Particulars of tender (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
 If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

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

Signature of representative/agent

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

.....

 Signature

.....

 Date

.....

 Position

.....

 Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	
> 51% black ownership	2
> 51% women ownership	2
> 25% ownership by disable person(s)	2
> 25% ownership by youth	2
Corporate Social Investment (CSI) or Social Labour Plan Proposition	2
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
> 51% black ownership	2	
> 51% women ownership	2	
> 25% ownership by disable person(s)	2	
> 25% ownership by youth	2	
Corporate Social Investment (CSI) or Social Labour Plan Proposition	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

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

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

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

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

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

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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