

# MPUMALANGA PROVINCIAL GOVERNMENT



## DEPARTMENT OF EDUCATION

**BID NUMBER: EDU/035/23/MP**

### **APPOINTMENT OF A SERVICE PROVIDER(S) TO SUPPLY COOKING EQUIPMENT, EATING UTENSILS AS WELL AS GARDEN TOOLS TO SCHOOLS PARTICIPATING IN THE NATIONAL PROGRAMME IN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS**

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**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION</b>					
BID NUMBER:	EDU/035/23/MP	CLOSING DATE:	04 OCTOBER 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) TO SUPPLY COOKING EQUIPMENT, EATING UTENSILS AS WELL AS GARDEN TOOLS TO SCHOOLS PARTICIPATING IN THE NATIONAL PROGRAMME IN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>MBOMBELA</b> , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, <b>PIET RETIEF</b> , No. 11 Measroch Street, Piet Retief Office, <b>KWAMHLANGA</b> , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre <b>EVANDER</b> , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, <b>BUSHBUCKRIDGE</b> , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), <b>MIDDELBURG</b> , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, <b>MALELANE</b> , 24 Air Street, Malelane, <b>ELUKWATINI</b> , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. Moira Olivier		CONTACT PERSON	Mrs. D Mtleni	
TELEPHONE NUMBER	013 766 5278		TELEPHONE NUMBER	013 766 5942	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	m.olivier@mpuedu.gov.za		E-MAIL ADDRESS	d.Mtleni@mpuedu.gov.zsa	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <small>[IF YES ENCLOSE PROOF]</small>		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No <small>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</small>
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### **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 DEPARTMENT OF EDUCATION



**APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE SUPPLY AND DELIVERY OF COOKING EQUIPMENT, EATING UTENSILS AS WELL AS GARDENING TOOLS TO SCHOOLS IN THE MPUMALANGA DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE YEARS.**

## SECTION A - GENERAL SPECIFICATION INFORMATION

### 1. DEFINITIONS

In this document, the following words or expressions have the meanings here assigned to them, except where the context requires otherwise.

- a. Compulsory requirement- refers to minimum requirement that the bidder(s) is/are required to comply with in order to be considered.
- b. Service provider/contractor- The successful bidder(s) who is awarded the contract to supply and deliver cooking equipment, eating utensils as well as gardening tools to schools.
- c. Local production and content- refers to designation of sectors in line with the national development and industrial policies for local production.



## 1.1 ABBREVIATIONS

- a. CCA- Close Corporation Act.
- b. CIPRO- Companies and Intellectual Property Registration Office.
- c. CIPC- Companies and Intellectual Property Commission.
- d. CSD- Central Supplier Database.
- e. DTI- Department of Trade and Industry.
- f. GCC- General Conditions of Contract.
- g. HPCSA- Health Professions Council of South Africa
- h. MDoE- Mpumalanga Department of Education.
- i. NSNP- National School Nutrition Programme.
- j. PFMA- Public Finance Management Act, 1999(Act 1 of 1999).
- k. PPPFA- Preferential Procurement Policy Framework Act, 2000(Act 5 of 2000).
- l. PSNP- Primary School Nutrition Programme.
- m. RDP- Reconstruction and Development Programme.
- n. SCC- Special Conditions of Contract.
- o. SABS- South African Bureau of Standards.
- p. SLA- Service Level Agreement.

## 2. BACKGROUND

The National School Nutrition Programme (NSNP), which was at its inception known as the Primary School Nutrition Programme (PSNP) was introduced by the first President of a democratic South Africa in 1994 as one of the lead projects within the Reconstruction and Development Programme (RDP).

For the first ten years the programme was implemented by the Department of Health. Since 2004, the Department of Basic Education has been tasked with the overall responsibility of implementing the programme. This task is done in partnership with provinces.

The NSNP aims to provide a cooked mid-morning meal to more than eight (08) million learners nationally, in those public schools which are ranked in quintile 1-3. The NSNP is funded through a Conditional Grant which makes it mandatory for the implementers of the programme to comply with the conditions of the grant as stipulated in the Conditional Grant Framework.

The key objectives of the NSNP are:

- To ensure adequate access to the National School Nutrition Programme by targeted schools;
- Sustainability of NSNP through the setting up of food gardens or other food security initiatives that is supported by other partners and communities; and
- Strengthening of nutrition education in the school curriculum.

The Mpumalanga Department of Education (MDoE) has over 17 years of the implementation of the NSNP has been using the services of a variety of service providers ranging from construction, security companies, etc. to deliver requisite goods to schools. These companies were contracted for an average of 3 years.

Through this tender, the MDoE intends alleviating poverty and also contribute towards the economic emancipation of the youth, women as well as disable people.

## 3. SERVICE DELIVERY AREAS

The Service Delivery Areas are indicated as education institutions such as, Early Childhood Development Centres, Special Schools, etc.

## 4. OBJECTIVES

**To ensure:** adequate access to the National School Nutrition Programme by targeted schools through the following:

- 5.1 Sustainability of NSNP through the setting up of food gardens or other food security initiatives that is supported by other partners and communities.
- 5.2 Strengthening of nutrition education in the school curriculum.
- 5.3 Provision of nutritious meals to learners on time so as to enhance their learning capacity.
- 5.4 Promotion of a healthy lifestyle amongst learners.
- 5.5 Promotion of the establishment of school vegetable gardens and or other food production initiatives.



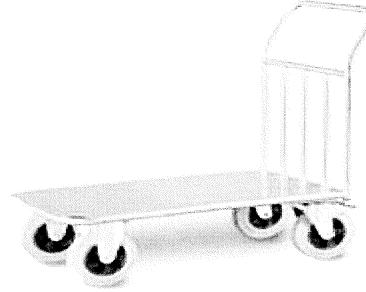
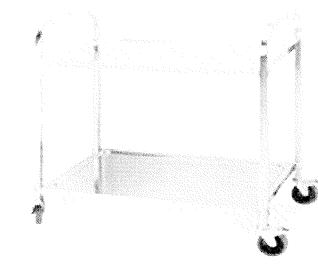
## 5. SCOPE OF WORK

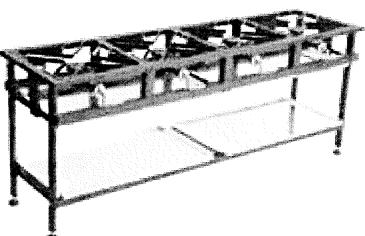
5.1 The bidder will be required to deliver the specified quantities and quality of cooking equipment, eating utensils as well as garden tools to the schools participating in the NSNP. A list of identified schools will be provided to the successful bidder/s.

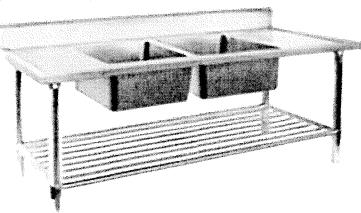
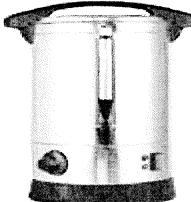
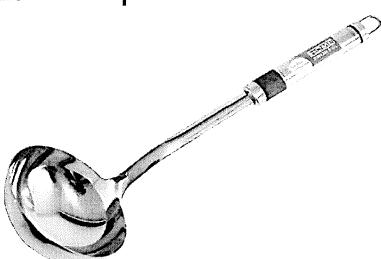
The Department will use the contract **as and when required** to procure the items appearing in the price schedule.

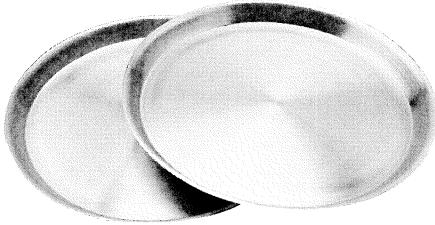
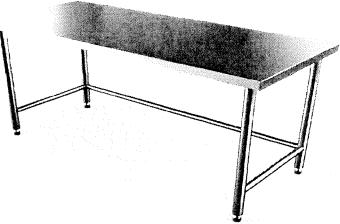
## 5.2 DETAIL SPECIFICATION OF REQUIRED ITEMS

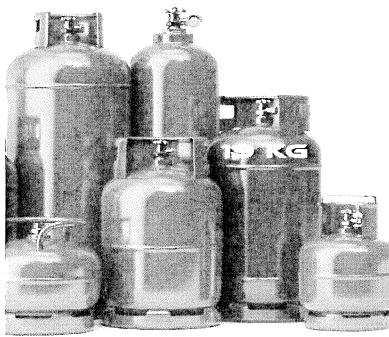
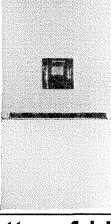
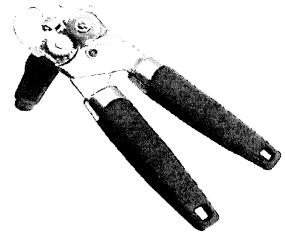
### The Technical Specifications for the NSNP Catering Equipment

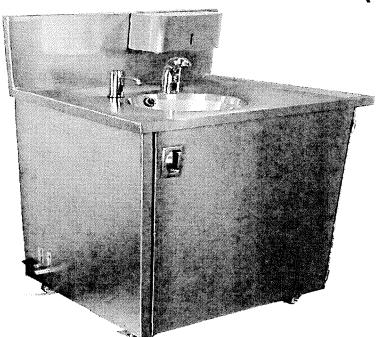
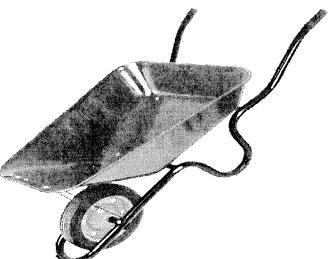
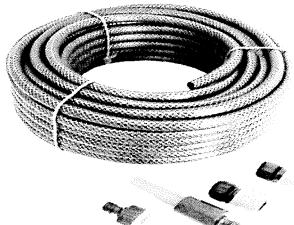
No.	NAME OF ITEMS	DESCRIPTION/TECHNICAL SPECIFICATION
<b>SECTION A – COOKING EQUIPMENT AND EATING UTENSILS</b>		
1.	<b>Pot Stainless Steel Casserole- 60 litres - 500 mm x 310mm</b> 	60 litre (500x310)-SABS approved 18/10 stainless steel in 2mm thickness, satin finished. Long lasting Thermo diffusing sandwich base: Stainless steel/Aluminium/Stainless PAC0060 Pot Aluminium – Casserole 60Lt (500x310mm)
		55 litre (500x310)-SABS approved 18/10 stainless steel in 2mm thickness, satin finished. Long lasting Thermo diffusing sandwich base: Stainless steel/Aluminium/Stainless PAC0060 Pot Aluminium – Casserole 60Lt (500x310mm)
2.	<b>Large Stainless-steel Heavy-Duty Platform Push Trolley</b> 	Stainless-Steel tubular handle and design Dimensions: 1200 mm(L) x 900 mm(W) Load Capacity: 500kg
3.	<b>Stainless Steel Heavy Duty 2 Tier Tea Trolley</b> 	Trolley dimensions: 860 mm x 450 mm x 900 mm (H) Trolley weight: 13Kg Shelf dimensions: (2x) 830 mm x 430 mm (H) Packed dimensions 840 mm x 480 mm x 150mm(H) Packed weight: 14Kg
4.	<b>150kg Electronic Platform Scale</b> 	150kg x 20g (Plate: 400 mm x 500 mm) Rechargeable Battery/Mains operated Rust proof stainless steel platter

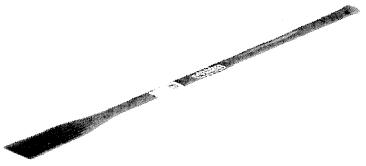
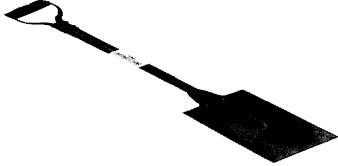
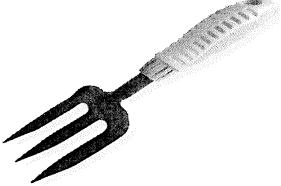
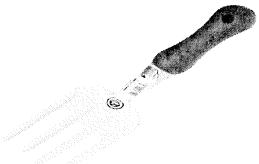
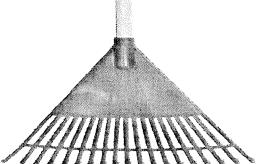
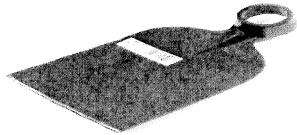
5.	<b>Polished Stainless-Steel Gastro-norm 1/1 with fitted lids</b> 	Polished stainless-steel gastro norm 1/1 with lids Dimensions: 530 mm(L) x 325 mm (W)
6.	<b>Commercial Boiling Table Gas - 4 Burner including regulator kit 2m Prepacked (cables/valves) mm</b> 	Boiling Table Gas – Commercial – 4 Burner Dimensions: 1748 mm x 484 mm x 665 mm Box Dimensions: 1760 mm x 525 mm x 300 mm Packed Weight: 60kg Regulator: Yes Mild steel painted High quality fabricated support grates Suitable for large range of pot size Safely approved by LPG safety association Adjustable levelling feet
7.	<b>Polypropylene Cutting Board - White</b> 	Polypropylene Cutting Board - White Dimension: 500 mm x 350 mm x 10mm
8.	<b>Polypropylene Cutting Board - Green</b> 	Polypropylene Cutting Board - Green Dimension: 500 mm x 350 x 10 mm
9.	<b>Polypropylene Cutting Board - Red</b> 	Polypropylene Cutting Board - Red Dimension: 500 mm x 350 mm x 10 mm
10.	<b>Portion Server Solid -Ivory – 88 ml</b> 	Portion Servers Solid -Ivory- 88ml
11.	<b>Portion Server Solid - Green - 118ml</b> 	Portion Servers Solid – Green- 118 ml

12	Portion Server Solid - Blue -  	Portion Servers Solid – Blue – 236 ml
13	2200x 700mm Stainless steel table with splash back and galvanised under shelf  	2200X700mm Stainless steel table with splash back and galvanised under shelf: 430 Grade Stainless Steel Removable Galvanised Bottom Shelf & Legs  Dimension: 2200 mm (L) x 700mm(W) x 950 mm(H)
14	1200 mm Stainless Steel pot double sink with plain under- shelf  	1200mm Stainless Steel pot wash double sink with plain under- shelf Dimensions: 1200 mm (L) long x 650 mm (D) x 900 mm (H) with 150 mm splashback. Up stand to rear - 30cm deep bowls x 2 taps for cold and hot water Stainless Steel legs and adjustable feet wall and floor mounted Plain under shelf
15	Industrial Stainless-Steel Electric Water Urn - 30lt  	Industrial Stainless-Steel Electric Water Urn - 30lt Power: 2,5kw Voltage: 230V - 50Hz Dimensions: 354 x 415 x 700mm Net Weight: 5,7kg Capacity: 30Lt
16	<b>Stainless steel dessert spoons</b>    <b>Stainless steel serving spoons (300-400mm)</b>	Material 18/0 x 1.5mm gauge 175mm (Length) x 110mm (Handle) x 37mm (Bowl) Machine polished  38cm stainless steel(300mm)
17	<b>Ladle soup stainless steel 160z 350mL</b>    <b>Ladle soup stainless steel 120z 234mL</b> <b>Ladle soup stainless steel 120z 355mL</b>	060z 350 ml  120z 234 ml  120z 355 ml

18	<p><b>Stainless steel plate Heavy duty (235mmx35mm)</b></p>  <p><b>Stainless steel plate (Heavy duty)</b></p>	<p>24 cm for primary school Material. 26 cm for secondary school 18/8 x 0.4mm – 0.6mm gauge (Inside Diameter) x 30 – 35mm (Height) x 10mm{Lip} Mirror Polish, for both primary and secondary schools.</p> <p>26 cm for secondary school 18/8 x 0.4mm – 0.6mm gauge (Inside Diameter) x 30 – 35mm (Height) x 10mm{Lip} Mirror Polish, for both primary and secondary schools.</p>
19	<p><b>25lt stainless steel bucket (container)with lids.</b></p> 	<p>25 lt ,0.8 mm thickness, stainless steel bucket(container)with lids.</p>
	<p><b>20lt stainless steel bucket (container)with lids.</b> <b>15lt stainless steel bucket (container) with lids</b></p>	<p>20 lt ,0.8 mm thickness, stainless steel bucket(container)with lids.</p>
		<p>15lt ,0.8 mm thickness, stainless steel bucket(container)with lids.</p>
20	<p><b>Table flat top 1.7mx700mm foldable waterproof</b></p> 	<p>1.7mx700 stainless steel</p>
21	<p><b>120lt Refuse bin</b></p>  <p><b>85lt Refuse bin</b> <b>50lt Refuse bin</b></p>	<p>120lt wheely bin black with heavy duty pedal size 470x550x 950mm with lid.</p>
		<p>85lt,black with mobile dolly (metal) 450x630 mm including lid</p>
		<p>50lt black wheely bin with four wheel and hinged lid size 420l x470 x 650h with lid.</p>
22	<p><b>48 kg Gas Cylinder</b></p>	<p>1250mm Height,400mm diameter, 86-96 KG gross weight (full) and 38-48 tare weight (empty) 300mm diameter, 37 KG gross weight (full) and 18kg tare weight (empty)</p>

	 <p><b>19 Kg Gas cylinder</b></p>	<p>1250mm Height, 400mm diameter, 86-96 KG gross weight (full) and 38-48 tare weight (empty)</p> <p>300mm diameter, 37 KG gross weight (full) and 18kg tare weight (empty)</p>
23	<p><b>157L Top Freezer/ Fridge</b></p> 	<p>1450mmxW500mmxD 525mm 157L top freezer</p>
		<p>1450mmxW500mmxD 525mm 157L top freezer</p>
24	<p><b>226L Fridge Freezer W-WTR DISP</b></p> 	<p>1600mm(h)xW540mmxD 587mm Fridge freezer, water dispenser</p>
25	<p><b>314L Bottom fridge freezer</b></p> 	<p>1740mm(h)xW600mmxD 618mm Bottom fridge freezer white</p>
26	<p><b>Opener can industrial for catering</b></p> 	<p>OXO Good grips soft handle Opener can (industrial for catering)</p>
27	<p><b>Board chopping for vegetable rectangular</b></p> 	<p>Board chopping 500mm x 380mm x 13mm</p>

28	<b>Knife Chef 300mm s/steel plastic handles</b> 	300mm s/steel plastic handles
29	<b>Portable hand wash stations (4 persons)</b> 	Foot operated standalone plastic hand wash basin with soap dispenser
<b>SECTION B – GARDENING TOOLS</b>		
30	<b>Wheelbarrow steel (90-120 litres)</b>   <b>Wheelbarrow plastic (90-120 litres)</b>	Wheel barrow, concrete, pan, assembled (90-120 litres steel)  Wheel barrow, concrete, pan, assembled (90-120 litres steel)
31	<b>Garden hose pipe 20m x30mm</b>   <b>Garden hose pipe 12mmx20m</b> <b>Garden hose pipe 12mmx30m</b> <b>Garden hose pipe 20mmx50m</b>	Mega flex Dragline horse pipe (20mm x 50m)  Mega flex Dragline horse pipe (12mm x 20m)  Mega flex Dragline horse pipe (20mm x 30m)  Mega flex Dragline horse pipe (12mm x 30m)
32	<b>Pick head steel</b> 	Pick head (Cutter/ Axe mattock 5LB steel)

33	<b>Pick Handle Plastic</b> 	Pick handle (900 mm Plastic)
34	<b>Garden spade 660mm ,No2 MHSS</b> 	Garden spade 660mm ,No2 MHSS
	<b>Garden spade 4x4 camping spade</b>	Garden spade 4x4 camping spade
35	<b>Garden Fork Garden rake,4 Prong MHSS</b> 	Garden Fork Garden rake,4 Prong MHSS
36	<b>Hand fork 300mm</b> 	Hand fork 300mm
37	<b>Garden rake 16 teeth, steel handle</b> 	Garden rake 16 teeth, steel handle
38	<b>Garden rake plastic 22 teeth wooden handle</b> 	Garden rake plastic 22 teeth wooden handle
39	<b>Hoe Head 1100G</b> 	Hoe Head 1100G

40	Hoe handle wooden 	Hoe handle wooden (A Grade 120cm)
41	Rakes steel handle 	Rakes steel handle (20 teeth)
42	Garden master cultivator 3100mm 	Garden master cultivator 3100mm
43	Watering cans 10 LT Plastic  Watering cans 5 Lt Plastic Watering cans 3 LT Plastic Watering cans 1 LT Plastic	10 LT Plastic  5 Lt Plastic  3 LT Plastic  1 LT Plastic
44	Shovel steel handle 	Shovel steel handle (round mouth shape)
45	Grass slasher steel 	Grass slasher steel (675mm)
46	Bow saw Plastic handle, steel blade	Bow saw Plastic handle ,steel blade (900mm)

47	<b>Gardening Rubber Gloves</b> 	Gardening rubber gloves (37-40cm)
48	<b>Non-slip Base Scoop Plate</b> 	Non-slip suction base Scoop plate Diameter: 235mm Height: 60mm
49	<b>Bendable Spoon With Soft Cushion Grip</b> 	Bendable Spoon with soft cushion grip Length: 210mm Weight: 80g

#### 4. Legislative Framework

Legislation requires that items should not contain hazardous materials or substances that may affect human health due to absorption of chemical. Meet the South African Bureau of Standards (SABS) regarding safety, abrasion resistance, tensile strength, deformation by compression, and ergonomics.

The items to be supplied must have a life-span of at least **three (3)** years.

#### 5. Term/ duration of contract

The duration of this contract is **three (3)** years.

## SECTION B: BIDDING PROCESS IN TERMS OF PPPFA

### 6. General

#### Bid Evaluation Methods

- a. Evaluation in terms of compulsory returnable documents
- b. Evaluation in terms of functionality criteria and in terms of the preference point system.

#### 6.1 Stage 1: Returnable Documents

##### 6.2 Compulsory returnable documents

Each bid shall comprise of a clearly indexed proposal with the tender documents as follows:

Section A	Compulsory Returnable Documents	YES/NO
1.	The bid document must be securely bound.	
2.	Invitation to Bid (SBD 1) must be fully completed.	
3.	Fully completed Pricing Schedule.	
4.	Fully completed SBD 4 (Declaration of Interest).	
5.	Fully completed SBD 6.1 (Preference Claim Certificate).	
6.	Fully completed SBD 6.2 - the Declaration Certificate for Local Production and Content together with the Annexure C and E must be completed, signed and submitted with the bidding documents at the closing date and time of the bid.	
7.	A valid Pin Letter from SARS. Failure to submit a Valid Pin Letter your bid proposal will be considered as being non-responsive, be invalidated or disqualified. <b>Tax status must remain compliant for the duration of the bid validity period.</b>	
8.	Copy of CIPRO/ CICPC Company registration documents, share certificates indicating each director's percentage shareholding.	
9.	If the bidder is joint venture/consortium/partnership, an originally certified copy of such an agreement and a resolution by each party to such venture/consortium/partnership authorizing its participation in the bid should be attached. If the bidder is not a joint venture/consortium/partnership this section is not compulsory.	
10.	Originally certified copies of identity documents /valid passports of all the directors of the entity. The date on the certified copies must not be older than <b>one (1) month</b> as at the closing date of the bid.	
11.	Attach a detailed Central Supplier Database (CSD) report (printout).	

**N.B. BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY REQUIREMENTS AS LISTED ABOVE WILL BE DISQUALIFIED. ALL SUBMITTED DOCUMENTS MUST BE INITIALED ON EACH PAGE AND FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION.**

### 8.1.1 Supporting Returnable Documents

Section B	Supporting Returnable Documents	YES/NO
1.	A total of 20 preference points shall be allocated on a proportional basis to enterprises owned by historically disadvantaged persons or individuals. For enterprises that are owned by disabled person(s), copies of confirmation from a Professional Medical Officer registered with the Health Professions Council of South Africa (HPCSA) must be provided.	
2.	A detailed implementation plan indicating how the bidder will supply and deliver the cooking equipment, eating utensils as well as garden tools to school.	
3.	Evidence of experience in delivering cooking equipment, eating utensils as well as gardening tools in the form of an appointment letter or a purchase order together with a confirmation letter from a relevant institution signed by the Accounting Officer/Accounting Authority thereof	
4.	Proof that items are SABS compliant.	
5.	Confirmation letter from reputable suppliers that they have the requisite goods to supply the Department as and when required.	

**NB: ALL ATTACHED DOCUMENTS MUST BE INITIALED ON EACH PAGE. FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS WILL RESULT IN ZERO POINTS DURING THE EVALUATION PROCESS.**

### 8.2 Stage 2: Evaluation on functionality and preferential point system.

The evaluation shall be conducted by the Department on the basis of functionality (100), price (80) and equity ownership (20).

#### 8.2.1 Phase I - 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	WEIGHT
<b>IMPLEMENTATION PLAN</b> A detailed plan with full particulars with regard to infrastructure, distribution plan /delivery and administration of operations offered for the efficient management of the contract according to target dates.	40
<b>CAPACITY TO DELIVER</b> Confirmation letter on the supply and delivery of cooking equipment, eating utensils as well as gardening tools for the duration of the bid from reputable suppliers or manufactures.	10
<b>COMPETENCE AND EXPERTISE</b> Evidence of experience in the supply and delivery of cooking equipment, eating utensils as well as gardening tools in the form of an appointment letter or a purchase order together with a confirmation letter/s from relevant institution/s signed by the Accounting Officer/Accounting Authority thereof.	20



0-11 Months =4	
1-2years =10	
3-5years =16	
6years and above=20	
Proof that items are SABS compliant	30
<b>TOTAL FUNCTIONALITY SCORE</b>	<b>100</b>

The points scored for functionality shall be calculated as follows:

- Each BEC member shall award points for each criterion on the score sheet.
- The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and minimum threshold of 70 points, and
- All bidders who scored the minimum threshold of 70 points or above shall proceed to the next evaluation phase of the bidding process.
- Bids/proposals that do not score the specified minimum points for functionality shall be disqualified.

## 8.2.2 Phase II: Preference Points in terms of PPPFA

### Evaluation in terms of the 80/20 preference point system

Only the qualifying bids shall be evaluated further in terms of the 80/20 preference points system where 80 points will be used only for price and 20 points for the specific goals on equity ownership.

### Points allocation in terms of the preference points system

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000). Responsive bids shall be adjudicated by the MDoE on the 80/20 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	80
Specific goal on equity ownership	20

#### In terms of points for price (80):

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

$$Ps = 80$$

Where:

$$\left[ \frac{Pt}{Pmin} \right]$$

- $Ps$  = Points scored for comparative price of tender or offer under consideration  
 $Pt$  = Comparative price of tender or offer under consideration and  
 $Pmin$  = Comparative price of lowest acceptable tender or offer

**Note:** The preference claim forms are included in this standard bid document.

### In terms of points for specific goals (20):

A maximum of 20 points shall be awarded to a bidder(s) in respect of specific goals on equity ownership as contemplated in sub-regulation (2) of the PPPFA (Act 5 of 2000) and section 8 of the MDoE Preferential Procurement Policy will be added to the points scored for price as calculated in accordance with sub-regulation (1) of the PPPFA (Act 5 of 2000).

Points will be awarded to the bidder(s) who attains the specific goals on equity ownership in accordance with the generic scorecard below:

<b>Description</b>	<b>Points (80/20)</b>
<i>Enterprises that are at least 51% that are black owned</i>	5
<i>Enterprises that are at least 51% women-owned</i>	5
<i>Enterprises that are at least 25% owned by disabled persons</i>	5
<i>Enterprises with at least a 25% ownership by Youth</i>	5
<i>Non-compliant</i>	0

The Department may award the bid to a bidder who did not score the highest total number of points in accordance with section 2(1) (f) of the PPPFA.

### 8.2.3 Phase III: Recommendations

The bidder(s) with the highest points shall then be recommended for appointment subject to section 2(1) (f) of the PPPFA.

## 9. Local Production and Content

The Reconstruction and Development Programme (RDP) of government provides goals that support the designation of sectors in line with the national development and industrial policies for local production and content. To give effect this above requirement, the bid for cooking equipment, eating utensils and gardening tools is designated for local production and content at the minimum threshold of 100% as prescribed under local content for footwear, clothing and textiles products. Therefore, all bidders are required to meet the minimum threshold of 100% for local production and content.

Bidders are required to fully complete and sign the Declaration Certificate for Local Production and Content (SBD 6.2) together with the below listed Annexures and be submitted with the bid documents at the closing date and time of the bid:

- Annexure – C: Local Content Declaration – Summary Schedule
- 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/industrialdevelopment/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.*

## 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).

- a. 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).
- b. The bidder submitting the General Conditions of Contract to MDoE together with its bid, duly signed by an authorised representative of the bidder.
- c. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Delivery of the service shall be made by the supplier in accordance with the terms specified in the contract. The service to be 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.
- i. The supplier warrants that the service 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 service in the conditions prevailing in the country of final destination.

- j. 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 Rands.
- k. Prices levied by the supplier for service delivered/or 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.
- l. Delivery of the service and performance of services shall be made by the supplier in accordance 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 service 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.
- m. The Department may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the service 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.
- n. 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.
- o. 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.
- p. 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.
- q. 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.



- r. The supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service 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 vat tax pin, 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).
- 1.1.1 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 Pin Letter.
- s. 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.
- 1.1.2 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 Consortia/Joint Ventures/Partnerships, each party must be registered on the CSD and its tax compliance status will be verified from this database. Failure to validate the tax clearance certificate in CSD system may invalidate the bid.
- t. 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.

## SECTION D -SPECIAL CONDITIONS

- 9.1 The bidder must bid for the supply of cooking equipment, eating utensils as well as gardening tools. The successful bidder will be provided with the list of schools to be supplied (including quantities involved) before the deliveries could commence.
- 9.2 The contract will be evaluated on the basis of the quality of service and goods provided on a regular basis.
- 9.3 The Department reserves the right to conduct an in loco inspection of the business premises (office, vehicles and Warehouse) before and after awarding the bid.
- 9.4 The performance of service provider(s) will be evaluated throughout the year. If progress is not satisfactory, and the provider is unable to remedy any of the breaches within the stipulated period, the contract will be terminated.
- 9.5 If it is shown that errors or shortcomings exist within the service provided; the service provider shall be notified in writing and shall be required to perform corrective services to remedy such errors at no cost to the MDoE. These errors or shortcomings shall be remedied within five working days.
- 9.6 The MDoE reserves the right to reject services/ work that does not meet the required standard and to engage a different service provider to complete the work. The service provider shall be served with a (30) thirty days written notice for the termination of the contract in case of unsatisfactory performance.
- 9.7 Bidders committing similar errors for three (3) times within one financial year shall have their contracts terminated.
- 9.8 The MDoE reserves the right to appoint one or more service provider/s per service delivery area/circuit, municipality or for the province.

## 10. Bid Policies, Procedures, Terms & Conditions

- 10.1 A bid may, on reasonable and justifiable grounds be awarded to a bidder that did not score the highest points.
- 10.2 Bidders are requested to complete the attached preference points claim forms, in order to claim preference points.
- 10.3 Only a bidder who has completed and signed the declaration part of the preference points claim forms would be considered for preference points.
- 10.4 Points claimed would be rounded off to the nearest 2 decimals.
- 10.5 A contract may, on reasonable and justifiable grounds be extended for a period not exceeding 24 months; and only before its expiring date.

### 10.6 The Department reserves the right to:

- 10.6.1 Cancel the bid or not to appoint any bidder.
- 10.6.2 Request further information from any bidder after the closing date.
- 10.6.3 Appoint more than one service provider.
- 10.6.4 Verify information and documentation of the responsive bidder.
- 10.6.5 Inspect the operation or any part thereof during the evaluation phase of the Bid.



## 11. Termination and/or Withdrawal

- 11.1 Failure to comply with any of the conditions of the bid or unsatisfactory performance, the stipulations of the general conditions of contract and procedures would be applicable.
- 11.2 The Department reserves the right to withdraw any part(s) of the contract or the contract as a whole from the service, with a three months' written notification to the bidder.
- 11.3 Should part of the contract be withdrawn, the bid, amount would be adjusted pro rata from the date of withdrawal.
- 11.4 A service provider performs unsatisfactorily and fails to remedy such poor or non-performance within five (5) days of receipt of written request to do so, it excludes cases where it is impossible to render the service or instances/events beyond the reasonable control of the service provider.
- 11.4 The bidder would be entitled to payment up to the date of withdrawal but would not be entitled to payment or any compensation or damages as a result of the withdrawal or termination.
- 11.5 Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (viz. major), the Department would, in its discretion, determine which part(s) of the premises cannot or should not be put to further use for the original utilization and in respect of unusable part(s) of the premises the parties would no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result there from.
- 11.6 In respect of the remaining part(s) of the premises which would still be used, the stipulations of this agreement would remain in force, but the bid amount would be reduced with a relevant sum as mutually agreed to, as of the date of such change.
- 11.7 If the damaged premises are repaired, the Department can request the bidder to resume the supply and delivery of cooking equipment, eating as well as gardening tools on a one month written notification in which case the stipulations of the bid in respect of the rendering of the service and the bid price would be applicable.
- 11.8 An amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Department. Should the bidder alienate any right and liabilities in terms of this contract, the bidder must notify the Department immediately so that necessary steps for the transfer of the contract can be taken.

## 12. Breach of Contract

- 12.1 If the service is interrupted or temporary delayed as a result of labour 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.

## 13. Conditions in respect of the employees of the bidder

- 13.1 The employees of the bidder will have access to all areas, subject to other stipulations at this bid, to render the service. If the service is not rendered in that specific area at a give time access to that area is forbidden.

- 13.2 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 Department and the bidder indemnifies the Department against any claim from the employee concerned.

#### **14. Bid Pricing Structure**

- 14.1 All prices quoted should be VAT inclusive.
- 14.2 Bidders are allowed to bid for the service specified under the scope of work.
- 14.3 Prices must be fixed for each year as indicated in the pricing schedule. No price adjustment will be entertained.

#### **15. Payments**

- 15.1 Payment should be made on submission of an invoice for services rendered. The invoice must indicate for which service is payment claimed and must reflect the order number.
- 15.2 Payment will be effected after satisfactory delivery of services in accordance with the monthly progress report. Comprehensive detailed invoices and payment schedule with attachment should be submitted for the project manager's approval.
- 15.3 Payment should be made 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.

#### **16. Billing**

- 16.1 An original invoice should be generated and submitted after the service has been rendered. The invoice should have the following invoice number, signed by the service provider, the correct amount proper letter head.

#### **17. Liability**

- 17.1 The bidder shall indemnify the Department herewith from any claim from a third party At 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.

#### **18. Damage Compensation**

- 18.1 The bidder shall be held responsible for any damage 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 Department against the bidder.

#### **19. Rectification of Damages**

- 19.1 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 Department. If the bidder fails to act immediately after notification, the Department would



rectify the damages and any costs incurred be recovered from any moneys outstanding.

## 20. **Unspecified Services**

20.1 If any unspecified services are required by the occupant of the building, payment must be made for such services; authorization in the form of an official order must be obtained in advance.

## 21. **Central Supplier Database**

This bid will not be awarded to a bidder who is not registered as a prospective service provider on the Central Supplier Database(CSD).

## 22. **Performance management**

- a. Supplier Performance Management is viewed by the MDoE as a critical component in ensuring value for money in the acquisition of goods and services. Therefore, good, professional relations between the MDoE and all its service providers are important for supplier performance.
- b. The successful bidder shall upon receipt of written notification of an award, be required to sign a contract and a Service Level Agreement (SLA) with the MDoE, which will form integral part of the service agreement.
- c. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value add to the MDoE's operations.
- d. Bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured in order to achieve the objective of this condition.

## 18. **VAT and Tax Compliance Status**

All bidders will be verified for tax compliance status on the Central Supplier Database. Failure to validate the tax clearance certificate in CSD may invalidate a bid. (The bidder must ensure that the tax status with SARS remains compliant for the duration of the bid validity period).

## 19. **Declaration of interest.**

- a. Bidders are required to declare interest (in the SBD4 form) if they, or any person associated with the bidder (relatives/spouse/business partners/shareholders) is presently employed by any state organ or department;
- b. Failure to declare as per 19. (a) above may result in the transgressing company being restricted for a 10-year period from doing business with state institutions.

**SECTION E: PRICING SCHEDULE**

**BIDDER NAME:** \_\_\_\_\_

No	DESCRIPTION	UNIT OF MEASURE	PRICE IN RSA CURRENCY INCLUSIVE OF VAT		
			PRICE YEAR 1	PRICE YEAR 2	PRICE YEAR 3
<b>SECTION A - NUTRITION UTENSILS</b>					
1	Pot Stainless Steel Casserole- 60 litres - 500 mm x 310mm	Each			
2	Large Stainless-steel Heavy-Duty Platform Push Trolley	Each			
3	Stainless Steel Heavy Duty 2 Tier Tea Trolley	Each			
4	150kg Electronic Platform Scale	Each			
5	Polished Stainless-Steel Gastro-norm 1/1 with fitted lids	Each			
6	Commercial Boiling Table Gas - 4 Burner including regulator kit 2m Prepacked (cables/valves) mm	Each			
7	Polypropylene Cutting Board - White	Each			
8	Polypropylene Cutting Board - Green	Each			
9	Polypropylene Cutting Board - Red	Each			
10	Portion Server Solid -Ivory – 88 ml	Each			
11	Portion Server Solid - Green - 118ml	Each			
12	Portion Server Solid - Blue –	Each			
13	2200x 700mm Stainless steel table with splash back and galvanised under shelf	Each			
14	1200 mm Stainless Steel pot double sink with plain under-shelf	Each			
15	Industrial Stainless-Steel Electric Water Urn - 30lt	Each			
16	Stainless steel dessert spoons	Each			
17	Stainless steel serving spoons	Each			
18	Stainless steel plate (Heavy duty) 24 cm for primary school	Each			
	Stainless steel plate (Heavy duty) 26cm for secondary schools	Each			
19	25lt stainless steel bucket (container)with lids.	Each			

No	DESCRIPTION	UNIT OF MEASURE	PRICE IN RSA CURRENCY INCLUSIVE OF VAT		
			PRICE YEAR 1	PRICE YEAR 2	PRICE YEAR 3
	20lt stainless steel bucket (container)with lids.	Each			
	15lt stainless steel bucket (container)with lids.	Each			
20	Table flat top 1.7m x 700mm foldable waterproof	Each			
21	120lt Refuse bin	Each			
	85lt Refuse bin	Each			
	50lt Refuse bin	Each			
22	90kg gas Cylinder filled with gas	Each			
	48kg gas Cylinder filled with gas	Each			
	45kg gas Cylinder filled with gas	Each			
	15kg gas Cylinder filled with gas	Each			
	10kg gas Cylinder filled with gas	Each			
	6kg gas Cylinder filled with gas	Each			
23	157L Top Freezer/ Fridge Metallic	Each			
	157L Top Freezer/ Fridge White	Each			
24	226L Fridge freezer W-WTR DIS P MTLC	Each			
25	314L Bottom fridge freezer White	Each			
26	Open can industrial for catering	Each			
27	Board chopping for vegetable rect angular	Each			
28	Knife Chef 300mm s/steel plastic handles	Each			
29	Portable hand wash station	Each			
<b>SECTION B - GARDEN TOOLS TO DELIVERED TO SCHOOLS</b>					
30	Wheelbarrow steel	Each			
	Wheelbarrow plastic	Each			
31	Garden hose pipe 20m x30mm	Each			
	Garden hose pipe 12mmx20m	Each			
	Garden hose pipe	Each			

No	DESCRIPTION	UNIT OF MEASURE	PRICE IN RSA CURRENCY INCLUSIVE OF VAT		
			PRICE YEAR 1	PRICE YEAR 2	PRICE YEAR 3
	12mmx30m				
	Garden hose pipe 20mmx50m	Each			
32	Pick head steel	Each			
33	Pick Handle Plastic	Each			
34	Garden spade 660mm ,No2 MHSS	Each			
	Garden spade 4x4 camping spade	Each			
35	Garden Fork Garden rake,4 Prong MHSS	Each			
36	Hand fork 300mm	Each			
37	Garden rake 16 tooth, steel handle	Each			
38	Garden rake plastic 22 tooth wooden handle	Each			
39	Hoe Head 1100G	Each			
40	Hoe handle wooden	Each			
41	Rakes steel handle	Each			
42	Garden master cultivator 3100mm	Each			
43	Watering cans 10 LT Plastic	Each			
	Watering cans 5 Lt Plastic	Each			
	Watering cans 3 LT Plastic	Each			
	Watering cans 1 LT Plastic	Each			
44	Shovel steel handle	Each			
45	Slasher steel	Each			
46	Bow saw Plastic handle ,steel blade	Each			
47	Gardening gloves	Each			
48	Non-slip Base Scoop Plate	Each			
49	Bendable Spoon with Soft Cushion Grip	Each			

No	DESCRIPTION	UNIT OF MEASURE	PRICE IN RSA CURRENCY INCLUSIVE OF VAT		
			PRICE YEAR 1	PRICE YEAR 2	PRICE YEAR 3
	<b>TOTAL (A+B)</b>				
	<b>GRAND TOTAL</b>				
	<b>TOTAL BID PRICE</b>				

**BIDDER'S SIGNATURE:** \_\_\_\_\_

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

**NOTE: BIDDERS ARE OBLIGED TO GIVE CORRECT FIGURES OF PRICES. NO BIDDER(S) SHALL BE ALLOWED TO MAKE CHANGES/CORRECTIONS/ADDITIONS ON THE PRICING SCHEDULE.**



## **Application for a Tax Clearance Certificate**

## Purpose

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

**Particulars of applicant**

Name/Legal name (Initials & Surname or registered name)										
Trading name (if applicable)										
ID/Passport no										
Income Tax ref no										
VAT registration no	4									
Customs code										
Telephone no										
E-mail address										
Physical address										
Postal address										
Company/Close Corp. registered no										
PAYE ref no	7									
SDL ref no	L									
UIF ref no	U									
Fax no										

**Particulars of representative (Public Officer/Trustee/Partner)**

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

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

**Audit**Are you currently aware of any Audit investigation against you/the company?  YES  NO  
If "YES" provide details **Appointment of representative/agent (Power of Attorney)**I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf. Signature of representative/agent -  - 

Date

Name of representative/agent **Declaration**

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

 Signature of applicant/Public Officer -  - 

Date

Name of applicant/ Public Officer **Notes:**

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State Institution

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

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

SBD4

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**SBD4**

- 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 80/20 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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
> 51% <i>black ownership</i>	5
> 51% <i>women ownership</i>	5
> 25% <i>ownership by disable person(s)</i>	5
> 25% <i>ownership by youth</i>	5
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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.**

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
> 51% black ownership	<b>5</b>	
> 51% women ownership	<b>5</b>	
> 25% ownership by disable person(s)	<b>5</b>	
> 25% ownership by youth	<b>5</b>	

#### **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 proprietor
- 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 20 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/industrialdevelopment/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](http://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):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

NB

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

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

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

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

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

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

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

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

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

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

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

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

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

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

- obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

- |   |  |
|---|--|
| <b>7. Performance security</b>            | <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul> <p>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.</p>  |
| <b>8. Inspections, tests and analyses</b> | <p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p> |

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
  - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
  - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
  - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
  - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
  - 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
  - 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
  - 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
    - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
    - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
    - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
  - 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
  - 23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation (NIP) Programme</b>	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.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)