



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

GPM 20 2025/26

TENDER DESCRIPTION:	TENDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE, ARTWORK AND EQUIPMENT FOR ALL BUILDINGS OWNED AND OCCUPIED BY THE CITY OF TSHWANE, AS AND WHEN REQUIRED, OVER A PERIOD OF THREE (3) YEARS
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE	28 MAY 2026 at 10:00
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid by memory stick/USB together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: GROUP PROPERTY MANAGEMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
GPM 20 2025/26	Tender for the supply, delivery and installation of office furniture, artwork and equipment for all buildings owned and occupied by the City of Tshwane, as and when required, over a period of three (3) years	Group Property management	Technical enquiries: Julius Zulu (012 358 2610 or juliusz@tshwane.gov.za) Supply chain enquiries: Relebogile Malatswane (012 358 2735 or Relebogilem@tshwane.gov.za)	Not applicable	28 May 2026 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal (www.etenders.gov.za)

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than **28 May 2026 at 10:00**
Bidders must contact the following officials for any enquiries:

Technical enquiries:

Julius Zulu (012 358 2610 or juliusz@tshwane.gov.za)

Supply chain enquiries:

Relebogile Malatswane (012 358 2735 or Relebogilem@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

The validity period for the tender after closure is 90 days. The city shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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6.	Pricing schedule: Firm prices (purchases)	MBD 3.1	
7.	Pricing schedule: Non-firm prices (purchases)	MBD 3.2	
8.	Declaration of interest	MBD 4	
9.	Declaration for procurement above R10 million (all applicable taxes included)	MBD 5	
10.	Preference points claim form in terms of the preferential procurement regulations 2022	MBD 6.1	
11.	Contract form: Purchase of goods or works	MBD 7.1	
12.	Declaration of past supply chain management practice	MBD 8	
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14.	General conditions of contract		
15.	Service-level agreement		
LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT			
16.	Company registration certificate		
17.	Rates and taxes or lease agreement		
18.	Unique PIN		
19.	CSD summary report		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed and fully signed? By the authorized personnel.

12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.
13. It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
14. Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
 - i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....
Signature **Signature** **Signature**

.....
Date **Date** **Date**

C. ONE-PERSON BUSINESS

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

.....
Signature **Date**

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Group Property Management Department

BID NAME

TENDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE, ARTWORK AND EQUIPMENT FOR ALL BUILDINGS OWNED AND OCCUPIED BY THE CITY OF TSHWANE, AS AND WHEN REQUIRED, OVER A PERIOD OF THREE (3) YEARS.

BID NUMBER

(GPM 20 2025/26)

1. BACKGROUND

The aim of the tender is to appoint service providers to supply and deliver furniture, artwork and equipment to the City of Tshwane Metro Municipality, for a period of three (3) years from the date of appointment, as and when required.

The City of Tshwane furniture and equipment is dilapidating and has a direct impact on employees to deliver service to the public. Most of the departments service walk-in clients directly and the furniture and equipment reflects badly on the City's reputation and image hence the furniture and equipment are in dire need to be replaced.

To address these challenges, the City of Tshwane Metro Municipality seeks to procure and install modern, durable, and functional furniture and equipment that meet the operational needs of the City's various departments. This initiative will enhance service delivery and improve working conditions for staff.

2. PROJECT SCOPE






The service providers will have to supply, deliver and assemble furniture and equipment / relocation to the City of Tshwane Metro Municipality, for a period of three (3) years from the date of appointment, as and when required. This will also include installation of certain equipment and the annual service and calibration where necessary.



The service can be required at any of the City of Tshwane's Departments. More than one service provider appointments might be required on this tender.


3. DELIVERABLES

The service provider/S must provide all the products and deliver to applicable departments.

Table 1: Deliverables

	DESCRIPTION
3.1	<p>Supply L-shaped Office Workstation</p> <ul style="list-style-type: none"> • Freestanding with L-extension and dropped pedestal • Colour – Mahogany • 2 000 mm (L) x 900 mm (W) x 738 mm (H) • Legacy desk – with dropped pedestal • 2 000 mm (L) x 900 mm (W) x 738 mm (H) • Legacy desk – with L-extension • 2 000 mm (L) x 2 100 mm (W) x 738 mm (H) • Legacy cabinet – three hinge doors • 1 000 mm (W) x 450 mm (D) x 1 100 mm (H) • Executive Desk - 1.8m - Credenza & Pedestal 
3.2	<p>Supply Executive Visitor Chair</p> <ul style="list-style-type: none"> • 57 cm (W) x 60 cm (D) x 95 cm (H) • Colour: Black • Material: Leather touch PU • Metal frame • Curved back • Arm rests 
3.3	<p>Supply Executive Office Chair (chancellor high-back chair)</p> <ul style="list-style-type: none"> • Rotating chair with five-star aluminum wheelbase • Mounded foam seat • Aluminum arms with Synthetic-leather-look padding • Adjustable height and width • Knee tilt mechanism • Pull-out coat hook • Material colour: Black • Seats up to 120 kg • Black Genuine leather • Multifunction • Maximum weight: 150kg 
3.4	<p>Supply Office Chair Carpet Protector</p>  <ul style="list-style-type: none"> • Colour: Clear
3.5	<p>Supply High Back Executive Swivel Chair</p> <ul style="list-style-type: none"> • Fully Automatic Synchronous Mechanism • Adjustable Backrest Tension • Variable Gas Height Adjustment • Glass Fibre Re-Reinforced Polyamide Back Frame • Backrest Black Polyamide Material Upholstered Inner • Headrest in Black Embossed Hide • Seat Shell in Viscoelastic Polypropylene Shene • One Piece Moulded Foam • Armrests in Glass Fibre Re-Inforced Polyamide • Die-Cast Aluminium Five-Star Base • Fitted with Twin Wheel Swivel Castors • With Load Dependent Bracking 

	<ul style="list-style-type: none"> • Chair Dimensions • Seat Height: 420/530mm / Chair Height: 1120/1230mm • Chair Width: 680mm / Chair Depth: 630mm • Conforms To The Following International Quality Standards • DIN 4550 for Gas Lift • DIN EN 12529 for Castors • DIN EN 1335 • ANSI/BIFMA X 5.1 • BS 5459 • “Ergonomics Approved” Standard • Guarantee: 10 Years against faulty workmanship • Upholstery according to original supplier • Base / Frame: Polished Aluminium Swing Arms & 5 Star Base • Shell / Armrests: Black Polyamide Armrests • Upholstery: Upholstered in Grade A Hide Inner Backrest and Seat
3.6	<p>Supply SP01 B - Desk</p> <p>Desk Spec</p> <ul style="list-style-type: none"> • 2200 x 1000 Desk finished in Veneer • Includes 1250 credenza to the underside with sliding door with lockable drawer unit and cupboard finished in laminate. <p>Filing</p> <ul style="list-style-type: none"> • 1400 H x 1100 W Swing door filing cabinet includes steel shelves finished in laminate. <p>Meeting Table</p> <ul style="list-style-type: none"> • 1500 round table finished in veneer fitted on chrome legs <p>Desk Top</p> <ul style="list-style-type: none"> • Worktops to be 22mm thick, High Density particle board (HPL), E1 board, with veneer <p>Edging</p> <ul style="list-style-type: none"> • To be ABS Edge or Moulded polyurethane edge (PU Edge). No PVC edging <p>Under-structure</p> <ul style="list-style-type: none"> • A tooled-up under structure is required for the undercarriage. Needs to be an aluminium or steel component – this increases the life cycle of the product. Product needs to be recyclable 
3.7	<p>Supply Medium back visitors / conference chair</p> <p>Features:</p> <ul style="list-style-type: none"> • Full synchronous movement • Gas height adjustment • Die-cast aluminum 5-star base (coated, polished, or chromed) • Swing arms in die-cast aluminum (same finish options) • Twin wheel swivel castors in black polyamide with load-dependent braking <p>Materials:</p> <ul style="list-style-type: none"> • Upholstered on viscoelastic polypropylene shell • One-piece molded foam • Armrests made from viscoelastic polypropylene • Armrest covers: Black polypropylene • Upholstery: Grade A fabric (inner only) 

	<ul style="list-style-type: none"> • Frame/Base: Chrome <p>Dimensions:</p> <ul style="list-style-type: none"> • Seat Height: 420–530 mm • Chair Height: 880–990 mm • Chair Width: 630 mm • Chair Depth: 600 mm <p>Certifications:</p> <ul style="list-style-type: none"> • DIN 4550 (Gas Lift) • DIN EN 12529 (Castors) • DIN EN 1335 • ANSI/BIFMA X 5.1 • BS 5459 • “Ergonomics Approved” Standard <p>Additional Info:</p> <ul style="list-style-type: none"> • Guarantee: 10 years against faulty workmanship
3.8	<p>Supply High Back Swivel Chair</p> <p>Features:</p> <ul style="list-style-type: none"> • Full synchronous movement • Gas height adjustment • Die-cast aluminum 5-star base (polished) • Swing arms in die-cast aluminum (polished) • Twin wheel swivel castors in black polyamide • Load-dependent braking <p>Materials:</p> <ul style="list-style-type: none"> • Upholstered on inner viscoelastic polypropylene shell • One-piece moulded foam • Armrests made from viscoelastic polypropylene • Armrest covers: Black polypropylene • Upholstery: Grade A fabric (inner only) • Base/Frame: Polished aluminum • Dimensions: • Seat Height: 420–530 mm • Chair Height: 1050–1160 mm • Chair Width: 650 mm • Chair Depth: 620 mm • • Certifications: • DIN 4550 (Gas Lift) • DIN EN 12529 (Castors) • DIN EN 1335 • ANSI/BIFMA X 5.1 • BS 5459 • “Ergonomics Approved” Standard <p>Additional Info:</p> <ul style="list-style-type: none"> • Guarantee: 10 years against faulty workmanship 

3.9

Supply Medium Back Executive Conference

Features:

- Medium height backrest cantilever chrome armchair
- Reinforced 22mm diameter round steel tube
- 6mm flat steel brace for seat and back shell support
- Stackable chrome frame
- Armrests in black-grey polypropylene (optional white)
- Seat shell and back in black-grey viscoelastic polypropylene
- Seat upholstered in polyurethane one-piece moulded foam
- Upholstery: Grade A fabric (seat only)
- Armrest covers and backrest: Black polypropylene



Dimensions:

- Seat Height: 430 mm
- Chair Height: 870 mm
- Chair Width: 590 mm
- Chair Depth: 570 mm

Certifications:

- DIN EN 13761
- DIN EN 1728
- "Ergonomics Approved" Standard

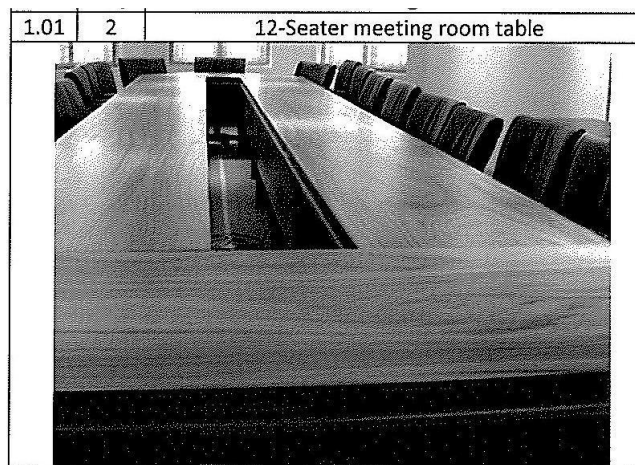
Additional Info:

- Guarantee: 10 years against faulty workmanship
- Upholstery according to original supplier

3.10

Supply 12-Seater Meeting Room Table

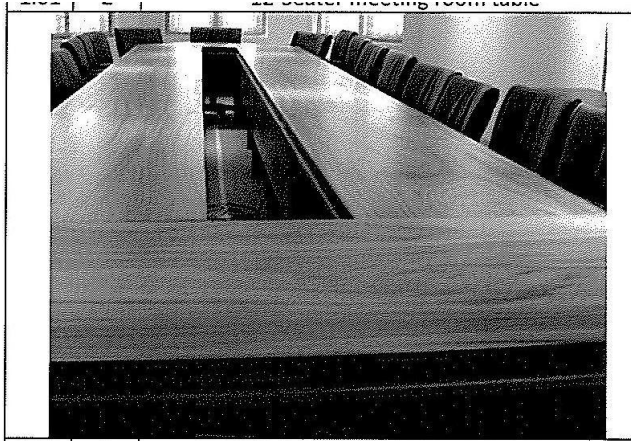
- Description: Custom design & purpose-made timber meeting room table



3.11

Supply 30-Seater Meeting Room Table

- Description: Custom design & purpose-made timber meeting room table



1.02 | 2 | 30-Seater meeting room table

3.12

Supply Meeting Room Chairs

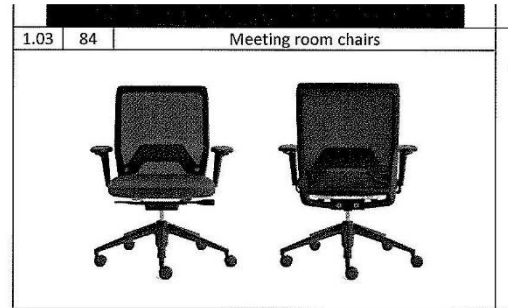
- Range: Vitra – ID Chair Concept
- Model: ID – Mesh

Features:

- Forward tilt
- Seat depth adjustment
- 5-star plastic base

Finish:

- Seat: Silk Mesh
- Backrest: Diamond Mesh



3.13

Supply Chair to Executive Desk

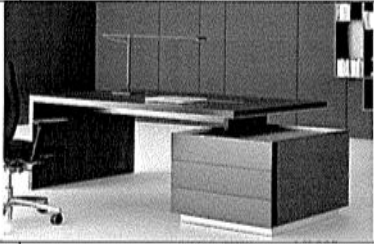
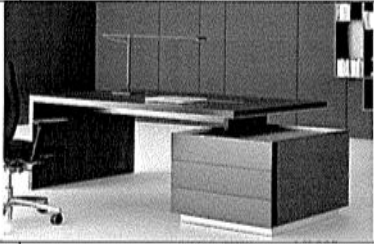
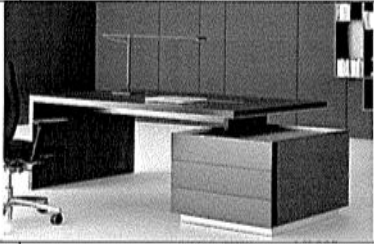



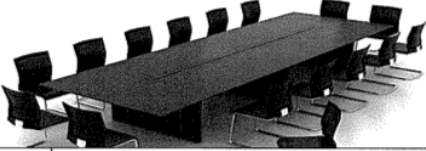
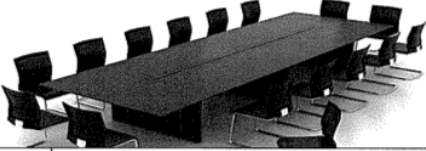
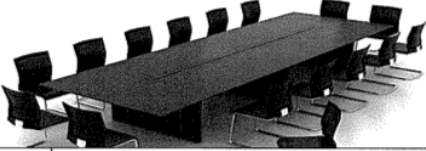

Range: Vitra – ID Chair Concept

Model: ID – Trim L (Fabric)

Features:

- Forward tilt, seat depth adjustment, 5-star polished base with castors
- Seat: Leather
- Backrest: Leather



<p>3.14</p>	<p>Supply Executive Desk</p> <p>Description:</p> <ul style="list-style-type: none"> • Custom design & purpose-made timber executive desk 	<table border="1"> <tr> <td>1.2</td> <td>1</td> <td>Executive Desk</td> </tr> <tr> <td colspan="3">  </td> </tr> </table>	1.2	1	Executive Desk			
1.2	1	Executive Desk						
								
<p>3.15</p>	<p>Supply Visitor & Meeting Chair</p> <ul style="list-style-type: none"> • Range: Vitra – Unix Chair • Base: Cantilever tubular steel (Chrome finish) • Fabric: Silk mesh with grey frame • Colour: Asphalt 	<table border="1"> <tr> <td>1.3</td> <td>10</td> <td>Visitor & meeting chair</td> </tr> <tr> <td colspan="3">  </td> </tr> </table>	1.3	10	Visitor & meeting chair			
1.3	10	Visitor & meeting chair						
								
<p>3.16</p>	<p>Supply 8-Seater Meeting Table</p> <p>Description:</p> <ul style="list-style-type: none"> • Custom design & purpose-made timber meeting table 	<table border="1"> <tr> <td>1.4</td> <td>1</td> <td>8-Seater meeting table</td> </tr> <tr> <td colspan="3">  </td> </tr> </table>	1.4	1	8-Seater meeting table			
1.4	1	8-Seater meeting table						
								
<p>3.17</p>	<p>Supply Wall Unit</p> <p>Description:</p> <ul style="list-style-type: none"> • Custom design & purpose-made timber wall unit with cupboards & display shelves 							
<p>3.18</p>	<p>Supply Area Rug</p> <p>Description:</p> <ul style="list-style-type: none"> • Concept design for rug 							

- Pattern: Geometric
- Colours: To be confirmed (TBC)



3.19

Supply Artwork

- Description:
- Concept image for artwork to be specified on approval

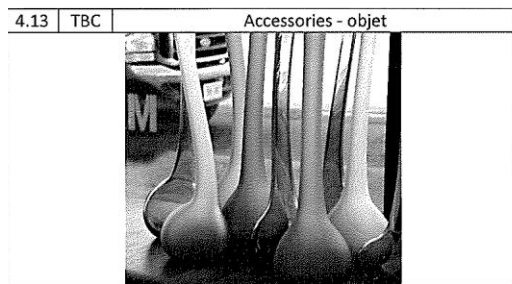


- Format: Three abstract panels
- Specification: To be confirmed upon approval

3.20

Supply Objects Accessories

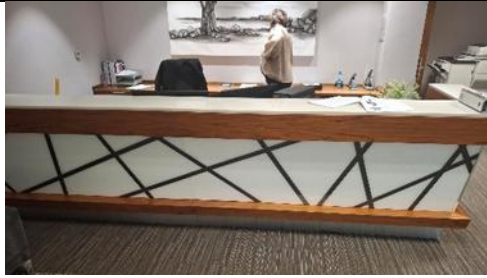
- Concept image for object to be specified on approval



3.21

Supply Concept image for reception desk

- Custom design and purpose made for reception desk

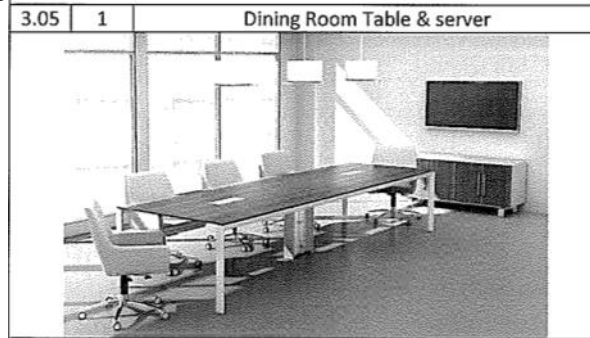


3.22

Supply 18 seater Dining Room Table & Server

Description:

- Custom design & purpose-made timber meeting room table with aluminium legs
- Image: Long table with chairs and a server unit against the wall



3.23

Supply Chair to Dining Room Table

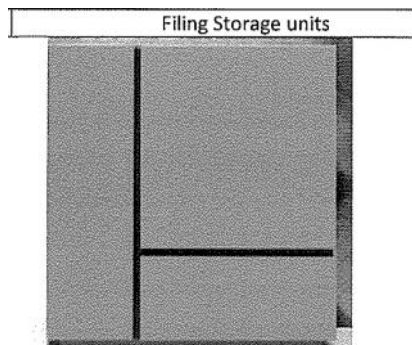
- Range: Vitra
 - Model: Unix Chair
- Features:
- Height adjustment
 - 5-star polished swivel base with double castors
 - Finish:
 - Frame & armrest sleeves: Grey polypropylene
 - Seat & back cover: Diamond mesh fabric
 - Colour: Asphalt



3.24

Supply Filing Storage Units

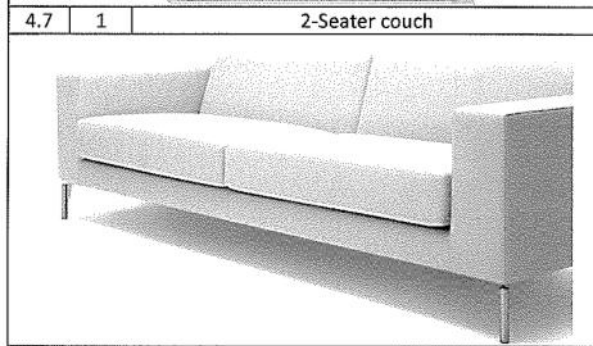
- Description: Custom-designed timber filing storage units
- Finish: Timber



2.25

Supply 2-Seater Couch

- Description: Custom-designed 2-seater couch with stainless steel legs
- Upholstery: Upholstery-weight fabric



3.26

Supply Armchairs

- Description: Imported armchairs with chrome legs
- Upholstery: Faux leather



3.27

Supply Coffee Table

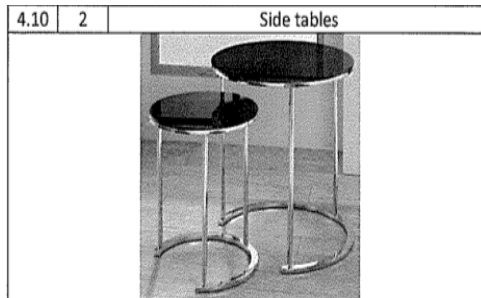
- Description: Imported timber coffee table with stainless steel legs

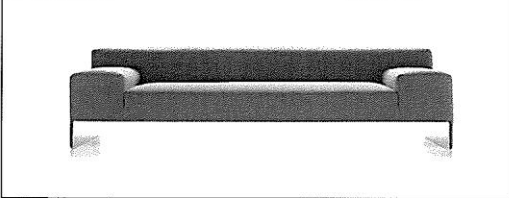
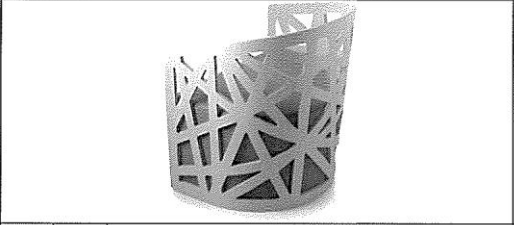




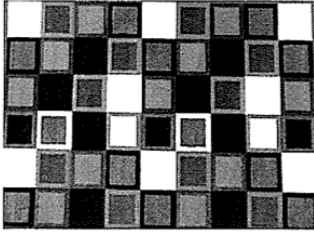
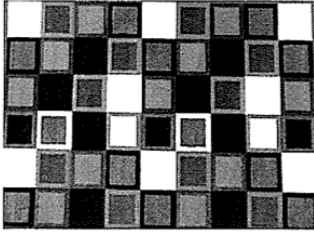
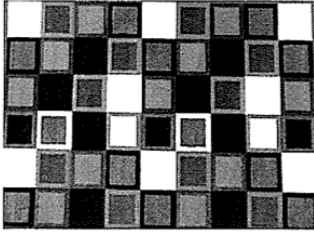
3.28




Supply Side Tables




- Description: Imported side table set with black glass tops and chrome legs






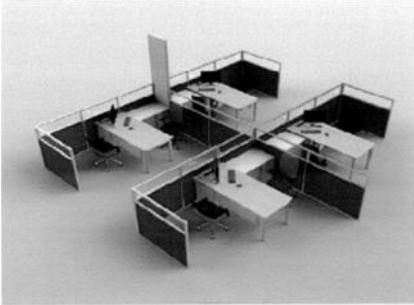


3.29	<p>Supply 2-Seater Couch</p> <ul style="list-style-type: none"> Finish: Upholstery-weight fabric, timber legs <table border="1" data-bbox="422 383 933 414"> <tr> <td>5.1</td> <td>2</td> <td>2-Seater Couch</td> </tr> </table> 	5.1	2	2-Seater Couch
5.1	2	2-Seater Couch		
3.30	<p>Supply Armchairs</p> <ul style="list-style-type: none"> Finish: Upholstery-weight fabric <table border="1" data-bbox="422 797 938 824"> <tr> <td>5.2</td> <td>2</td> <td>Armchairs</td> </tr> </table> 	5.2	2	Armchairs
5.2	2	Armchairs		
3.31	<p>Supply Coffee Table</p> <ul style="list-style-type: none"> Finish: Timber 			
3.32	<p>Supply Side Tables</p> <ul style="list-style-type: none"> Finish: Timber with duco top <table border="1" data-bbox="416 1637 1013 1664"> <tr> <td>5.4</td> <td>4</td> <td>Side Tables</td> </tr> </table> 	5.4	4	Side Tables
5.4	4	Side Tables		
3.33	<p>Supply Area Rug</p> <ul style="list-style-type: none"> Finish: Concept design, colours TBC 			





	<table border="1"> <tr> <td data-bbox="432 219 491 241">5.5</td> <td data-bbox="496 219 539 241">1</td> <td data-bbox="544 219 938 241">Area Rugs</td> </tr> <tr> <td colspan="3" data-bbox="432 248 938 557">  </td> </tr> </table>	5.5	1	Area Rugs			
5.5	1	Area Rugs					
							

3.34	<p>Supply 18 seater Meeting Room Table & Server</p> <ul style="list-style-type: none"> Description: Custom design & purpose-made timber meeting room table with aluminium legs <table border="1"> <tr> <td data-bbox="416 719 475 741">6.01</td> <td data-bbox="480 719 523 741">1</td> <td data-bbox="528 719 922 741">18-Seater meeting room table & server</td> </tr> <tr> <td colspan="3" data-bbox="416 748 922 1010">  </td> </tr> </table>	6.01	1	18-Seater meeting room table & server			
6.01	1	18-Seater meeting room table & server					
							





3.35	<p>Supply 16 seater meeting room table</p> <p>1. seater Meeting Room Table & Server</p> <ul style="list-style-type: none"> Description: Custom design & purpose-made timber meeting room table with aluminium legs <table border="1"> <tr> <td data-bbox="320 1290 379 1312">6.01</td> <td data-bbox="384 1290 427 1312">1</td> <td data-bbox="432 1290 826 1312">18-Seater meeting room table & server</td> </tr> <tr> <td colspan="3" data-bbox="320 1319 826 1581">  </td> </tr> </table>	6.01	1	18-Seater meeting room table & server			
6.01	1	18-Seater meeting room table & server					
							







3.36	<p>Supply Server Table</p> <ul style="list-style-type: none"> Custom design and purpose made timber server with duco doors <table border="1"> <tr> <td data-bbox="320 1693 379 1715">1.04</td> <td data-bbox="384 1693 427 1715">4</td> <td data-bbox="432 1693 922 1715">Server</td> </tr> <tr> <td colspan="3" data-bbox="320 1722 922 1962">  </td> </tr> </table>	1.04	4	Server			
1.04	4	Server					
							





3.37	<p>Supply Power Reticulation - Power Panels</p> <ul style="list-style-type: none"> • Power Reticulation to the desks will be possible through the use of power panels. • Power panels allow the usage of graphics as well as signage to identify areas. • Desk clusters can feed from a single power panel. • Desk clusters in open plan can range from 2, 4 & up to 8-desk clusters. 
3.38	<p>Supply visitors chair</p> <ul style="list-style-type: none"> • Visitors chair without arms in grade three fabric upholstery. • Navy blue, Maroon and Black 
3.39	<p>Supply office/ counter chair</p> <ul style="list-style-type: none"> • Draughtman's chair synchro back moulded foam seat with arms • Gas heights adjust, in grade three fabric upholstery. • Navy blue, Maroon and Black 




3.40	<p>Supply managers chair</p> <ul style="list-style-type: none"> Managers chair with high back swivel in grade three fabric Navy blue, Maroon and Black 
3.41	<p>Supply coffee tables</p> <ul style="list-style-type: none"> Round Coffee tables (1000mm Diameter X 450 mm height) Oak wood 
3.42	<p>Supply office credenza</p> <ul style="list-style-type: none"> Office Desk with Credenza – Oak wood 
3.43	<p>Supply office cabinet</p> <ul style="list-style-type: none"> Office cabinet – Oak wood 1900mm long X 900mm wide 



	<ul style="list-style-type: none"> •
3.44	<p>Supply leisure couches (one seater)</p> <ul style="list-style-type: none"> • One seater tub couch in grade three fabric upholstery • Multi coloured with wooded legs.  <ul style="list-style-type: none"> •
3.45	<p>Supply LEISURE Couches (Two seaters)</p> <ul style="list-style-type: none"> • Two seaters leisure couch in grade three fabric upholstery • Multi coloured with wooden legs. 
3.46	<p>Supply single steel locker</p> <ul style="list-style-type: none"> • Steel locker with 4 lockable units  <ul style="list-style-type: none"> •

3.47	<p>Supply water cooler dispensor</p> <ul style="list-style-type: none"> Floor standing water cooler with 18, 9 l bottle 	
3.48	<p>Supply FRIDGE: Double door fridge</p> <ul style="list-style-type: none"> Model DAD262 225 liter Four star freezer Dimensions 1450(h) 500(w) 575(d) Metallic 	
3.49	<p>Supply cd display unit</p> <ul style="list-style-type: none"> 3 Drawer cabinet with locks (Oak wood) 	
3.50	<p>Supply A4 Suspended Filing Cabinet</p> <ul style="list-style-type: none"> Top Retrieval Cabinet – A4 Suspended Pockets <ul style="list-style-type: none"> 5 Drawers 3 Row per drawer 	

3.51	<p>Supply Lever Arch Files Filing Cabinet</p> <ul style="list-style-type: none"> • Top Retrieval Cabinet – Lever Arch Files <ul style="list-style-type: none"> • 5 Drawers • 3 Row per drawer 	
3.52	<p>Supply Steel Cupboards</p> <ul style="list-style-type: none"> • Size: 1500mm x 900mm • 3 Shelves 	
3.53	<p>Supply Book Case</p> <ul style="list-style-type: none"> • Wooden • 2 Door with glass • Lockable 	
3.54	<p>Supply Steel Locker</p> <ul style="list-style-type: none"> • 2 Tier – 2 door • 180 x 30 x 45cm • GREY 	
3.55	<p>Supply and install Blinds</p> <ul style="list-style-type: none"> • Aluminium Venetian Blinds • Size: per m² • Installation and service 	
3.56	<p>Supply Bar Fridge</p> <ul style="list-style-type: none"> • Single Door Fridges • Nett cap: 93 liters • Energy: B • Defrost: Manual • Cooling: Static • Doors: Yes • Display: Yes • Freezer: Yes • Colour: Metallic • Size: 93 l • Service Guarantee: 5-year guarantee • Minimum Product Weight: 33.6 kg • Product Dimensions: 850 mm(L) x 475 mm(W) x 445 mm(H) • Minimum shipping Weight: 33.6 kg • Shipping Dimensions: 500 mm(L) x 464 mm(W) x 885 mm(H) 	

3.57	<p>Supply Combi Fridge</p> <ul style="list-style-type: none"> • Cross cap: 263 Litres • Nett Cap: 239 Litres • Energy: A • Defrost: No • Cool Tech: Yes • Rev Doors: No • Display: No • Water dispenser: Yes • Colour: Metallic • Size: 239 l • Service Guarantee: 5-year guarantee • Minimum Product Weight: 46 kg • Product Dimensions: 618 mm(L) x 500 mm(W) x 1,620 mm(H) • Shipping Weight: 46.0 kg • Shipping Dimensions: 661 mm(L) x 544 mm(W) x 1,693 mm(H) 
3.58	<p>Supply 40L Microwaves</p> <ul style="list-style-type: none"> • Grill/Combi M/wave • M/W Power: 900w • Grill Power: 1500w • Menus: No • Defrost: Yes • Control Ty: Touch control • Add Warranty: 10-year warranty on ceramic cavity • Colour: Mirror finish • Size: 40l • Service Guarantee: 2-year guarantee • Product Dimensions: 555 mm(L) x 459 mm(W) x 313 mm(H) • Shipping Dimensions: 640 mm(L) x 500 mm(W) x 370 mm(H) 
3.59	<p>Supply Electric Kettle</p> <ul style="list-style-type: none"> • Material: Stainless metal • Conc element: No • Boil protection: Yes • Colour: Stainless steel • Size: 1.7 liters • Wattage: 2200W 
3.60	<p>Supply 50" TV</p> <ul style="list-style-type: none"> • Screen Type: UHD • Smart TV • Clear Motion Ratio: 50-120 Hz upwards • HDMI Inputs: 2 or more • USB Inputs: 2 or more • Contrast Ratio • Smart Interactive: Yes • Wi-Fi Ready • Wireless Lan Built In • Bluetooth Technology • Internet Ready • Skype Ready • Dongle Included • Built In Camera • Built In Microphone • 3D Glasses Included 

	<ul style="list-style-type: none"> • Remotes Included: Yes • Size: 127 cm (50") • Service Guarantee: 2-year guarantee
3.61	<p>Supply 2-seater Genuine Leather Couch</p> <ul style="list-style-type: none"> • Height: 97 cm • Width: 160 cm • Chaise Length: N/A • Depth: 95 cm • Lounge Sub: 2-Seater • Orientation: N/A • Material: 100% Bovine Leather • Color: Brown 
3.62	<p>Supply TV Wall Mounting Brackets</p> <p>Size: 32" - 70" (81 cm - 178 cm)</p> <p>VESA: 400 x 400</p> <p>Weight: 30 kg</p> <p>Frame: Steel</p> <p>Tilt: $\pm 10^\circ$</p> <p>Swivel: No</p> <p>Motion: No</p> <p>HDMI: No</p> <p>Level: Yes</p> <p>Service Guarantee: 1-year warranty</p> <p>Shipping Weight: 1.68 kg</p> <ul style="list-style-type: none"> • Shipping Dimensions: 495 mm(L) x 35 mm(W) x 150 mm(H) 
3.63	<p>Supply Ergonomic Office High Back Chair</p> <ul style="list-style-type: none"> • Black Color • Fabric (Wool, Cotton, Polyester and Mesh) • Adjustable headrest • Large backrest to support the entire back. Should have the ability to recline • Lumbar support to provide additional support and protection to the back • Ability to swivel • Base with five or more pedestals for stability • Freely moving castors • Lever to adjust seat height • Comfortable armrest • High density padding for comfortable sitting • Height: 102–114cm 

	<ul style="list-style-type: none"> • Width: 70cm • Depth: 70cm
3.64	<p>Supply Executive Ergonomic Office High Back Chair</p> <ul style="list-style-type: none"> • Black Color • Fabric (Leather) • Adjustable headrest • Large backrest to support the entire back. Should have the ability to recline • Lumbar support to provide additional support and protection to the back • Ability to swivel • Base with five or more pedestals for stability • Freely moving castors • Lever to adjust seat height • Comfortable armrest • High density padding for comfortable sitting • Height: 102–114cm • Width: 70cm <p>Depth: 70cm</p> 
3.65	<p>Supply Herman Miller Aeron B Office Chair Graphite</p> <ul style="list-style-type: none"> • Smarter weight distribution through 8Z pellicle • Adjustable posture fit SL for total spinal support • Balanced recline and natural movement • Harmonic 2 tilt • Height: 104-108cm • Width: 68-70cm • Depth: 42-50cm 
3.66	Transport (From Tshwane House) – LDV 1 tonne Capacity
3.67	Transport (From Tshwane House) – Flat Bed 5 tonne Capacity
3.68	Transport (From Tshwane House) – Flat Bed 7 tonne Capacity

3.1 CONDITIONS OF THE FURNITURE AND EQUIPMENT CONTRACT

- It is the responsibility of the service providers to supply, deliver and off load the furniture and equipment, ensure that furniture and equipment is of good quality. and that all legal requirements, if any, are met with the delivery of the furniture and equipment.

3.2 TIME FRAMES

- It will also be expected from the service providers to supply and deliver the furniture and equipment within the time frames agreed upon beforehand.

3.3 SERVICE PROVIDERS TO BE APPOINTED

- The city to appoint a maximum of three (3) service providers for a period of three years

4. STAGES OF EVALUATION

This bid will be evaluated in the following four stages:

- Stage 1: Administrative Compliance
- Stage 2: mandatory requirements
- Stage 3 : Functional Criteria
- Stage 4: Preference Point System

4.1 ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements, as set out in the list of returnable documents

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) 		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area</p>		<p>addresses of the bidder’s statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?</p>
<p>d) In addition to the above, confirmation that all the bidding company’s owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p>		<p>Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company’s owners / members / directors / major shareholders? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?</p>
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no “Tippex” corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will not be considered)</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is exempted or not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is exempt or not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant?</p> <p>Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
		Bidders will be disqualified should they fail to attend compulsory briefing session
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

Stage 2: Mandatory requirements

Bidders are required to submit the documentation, failure to submit the documentation will result in an immediate disqualification. The City reserves the right to verify the submitted documentation.

- Bidders must have at least two (2) years' experience proven record in supplying of office furniture.
must submit proof of previous appointment and reference Letter in a letterhead
- **Financial Capability**
Prospective tenderer(s) must attach a letter of financial support/ rating from an institution accredited by Financial Sector Conduct Authority (FSCA) and/or National Credit Regulator (NCR) / a signed or stamped confirmation letter from the bidders registered bank that that the bidders has access to a minimum amount of R110 000. The stamped/signed letter of financial support/ rating should be on the letterhead of the relevant institution, indicating it's financial support/ rating for the minimum amount.

Stage 3 Functionality Criteria:

Bids that do not achieve a minimum score of 70 points (out of 100) for functionality will not be evaluated further and will not be considered further.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Previous experience of supply of office furniture delivered with a minimum of 2 years' experience of services rendered. Bidders must submit proof of previous appointment and reference Letter in a letterhead signed and in the company letterhead with contact numbers.	7 years and above	4	10	40
	5 years – less than 7 years	3		
	3 years – less than 5 years	2		
Number of employees appointed as qualified carpenters (SAQA certified)	3 or more qualified carpenters	3	5	15
Proof of qualifications must be provided certified by a commissioner of oaths.	2 qualified carpenters	2		
Minimum Level 3 SAQA requirement	1 qualified carpenter	1		
Number of employees appointed as qualified electrician (SAQA certified)	3 or more qualified electricians	3	5	15
Proof of qualifications must be provided certified by a commissioner of oaths.	2 qualified electricians	2		
Minimum Level 4 SAQA requirement	1 qualified electrician	1		
Prospective tenderer(s) must attach a letter of financial support/ rating from an institution accredited by Financial Sector Conduct Authority (FSCA) and/or National Credit Regulator (NCR) / a signed or stamped confirmation letter from the bidders registered bank that that the bidders has access to a minimum amount of R110 000. The stamped/signed letter of financial support/ rating should be on the letterhead of the relevant institution, indicating it's financial support/ rating for the minimum amount.	R1000 000	3	10	30
	R500k to R999k	2		
	R 110k to R499k	1		
Total				100

STAGE 4 : PREFERENCE POINT SYSTEM

The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 80 points for price
- 20 points for Specific goals

SPECIFIC GOALS

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals

The specific goal for this bid is outlined below.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	8 Points 7 Points 6 Points 5 Points 4 Points 3 Points 2 Points 1 Point 0 Points	Valid Certified copy of BBEE certificate. Sworn Affidavit for BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)

At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

5. PRICING SCHEDULE

5.1 SUPPLY OF FURNITURE AND EQUIPMENT TO THE CITY OF TSHWANE

The price must include assembling, installation, and service where specified, of each item to the City of Tshwane, as and when required. Pricing Schedule (Aligned with Table 1 Deliverables)

SUPPLY, DELIVER AND INSTALLATION PER ITEM

Item number	Material number	Description	Per item	Supply, deliver and installation per item, excluding VAT
3.1	3038640	Supply and assemble L-shaped Workstation	Per item	R
3.2	200000002460	Supply of Executive Visitor Chair	Per item	R
3.3	3038617	Supply and assemble Executive Office Chair (Chancellor High-Back Chair)	Per item	R
3.4	200000002476	Supply Carpet Protector	Per item	R
3.5	3038610	Supply and assemble High Back Executive Swivel Chair	Per item	
3.6	3038623	Supply and assemble SP01 B - Desking Proposal	Per item	R
3.7	200000002462	Supply Medium back visitors / conference chair	Per item	R
3.8	3038613	Supply and assemble High Back Swivel Chair	Per item	R
3.9	200000002459	Supply Medium Back Executive Conference Chair	Per item	R
3.10	3038634	Supply and assemble 12-Seater Meeting Room Table	Per item	R
3.11	3038635	Supply and assemble 30-Seater Meeting Room Table	Per item	R
3.12	3038615	Supply and assemble Meeting Room Chairs (Vitra – ID Chair Concept, Model: ID – Mesh)	Per item	R
3.13	3038609	Supply and assemble Chair to Executive Desk (Vitra – ID Chair Concept, Model: ID – Trim L)	Per item	R
3.14	3038622	Supply and assemble Executive Desk	Per item	R
3.15	200000002463	Supply Visitor & Meeting Chair (Vitra – Unix Chair)	Per item	R

Item number	Material number	Description	Per item	Supply, deliver and installation per item, excluding VAT
3.16	3038633	Supply and assemble 8-Seater Meeting Table	Per item	R
3.17	3038639	Supply and assemble Wall Unit	Per item	R
3.18	200000002477	Supply Area Rug	Per item	R
3.19	3038641	Supply and install Artwork	Per item	R
3.20	3038642	Supply and install Objects Artwork	Per item	R
3.21	3038624	Supply and assemble Reception Desk	Per item	R
3.22	3038636	Supply and assemble 18-Seater Dining Room Table & Server	Per item	R
3.23	3038607	Supply and assemble Chair to Dining Room Table (Vitra Unix Chair)	Per item	R
3.24	3038627	Supply and assemble Filing Storage Units	Per item	R
3.25	3038618	Supply and assemble 2-Seater Couch	Per item	R
3.26	3038606	Supply and assemble Armchairs	Per item	R
3.27	3038630	Supply and assemble Coffee Table	Per item	R
3.28	3038637	Supply and assemble Side Tables	Per item	R
3.29	3038619	Supply and assemble 2-Seater Couch (Timber legs)	Per item	R
3.30	200000002458	Supply Armchairs (Fabric)	Per item	R
3.31	3038632	Supply and assemble Coffee Table (Timber)	Per item	R
3.32	3038638	Supply and assemble Side Tables (Timber with duco top)	Per item	R
3.33	200000002478	Supply Area Rug (Concept design)	Per item	R

Item number	Material number	Description	Per item	Supply, deliver and installation per item, excluding VAT
3.34	3038629	Supply and assemble 18-Seater Meeting Room Table & Server	Per item	R
3.35	3038628	Supply and assemble 16-Seater Meeting Room Table	Per item	R
3.36	3038626	Supply and assemble Server	Per item	R
3.37	3038625	Supply and assemble Power Reticulation - Power Panels	Per item	R
3.38	200000002461	Supply Visitors Chair (Grade 3 fabric upholstery)	Per item	R
3.39	3038608	Supply and assemble Office/Counter Chair (Draughtman's chair)	Per item	R
3.40	3038614	Supply and assemble Manager's Chair (High back swivel)	Per item	R
3.41	3038631	Supply and assemble Coffee Tables (Round, Oak Wood)	Per item	R
3.42	3038620	Supply and assemble Office Credenza	Per item	R
3.43	3038605	Supply and assemble Office Cabinet (Oak wood)	Per item	R
3.44	200000002465	Supply Leisure Couches (One seater)	Per item	R
3.45	200000002466	Supply Leisure Couches (Two seaters)	Per item	R
3.46	200000002574	Supply Single Steel Locker	Per item	R
3.47	200000002467	Supply Water Cooler Dispenser	Per item	R
3.48	200000002471	Supply Double Door Fridge (Model DAD262)	Per item	R
3.49	3038602	Supply and assemble CD Display Unit	Per item	R
3.50	3038604	Supply and assemble A4 Suspended Filing Cabinet	Per item	R
3.51	3038603	Supply and assemble Lever Arch Files Filing Cabinet	Per item	R

Item number	Material number	Description	Per item	Supply, deliver and installation per item, excluding VAT
3.52	3038621	Supply and assemble Cupboards	Per item	R
3.53	3038601	Supply and assemble Bookcase	Per item	R
3.54	200000002473	Supply Steel Locker (2 Tier)	Per item	
3.55	3038643	Supply and install Blinds	Per meter	R
3.56	200000002468	Supply Bar Fridge	Per item	R
3.57	200000002469	Supply Combi Fridge	Per item	R
3.58	200000002475	Supply 40L Microwaves	Per item	R
3.59	200000002472	Supply Electric Kettle	Per item	R
3.60	200000002479	Supply 50" Smart TV	Per item	R
3.61	200000002464	Supply 2-Seater Genuine Leather Couch	Per item	R
3.62	3038644	Supply and install TV Wall Mounting Brackets	Per item	R
3.63	3038611	Supply and assemble Ergonomic Office High Back Chair	Per item	R
3.64	3038612	Supply and assemble Executive Ergonomic Office High Back Chair	Per item	R
3.65	3038616	Supply and assemble Herman Miller Aeron B Office Chair Graphite	Per item	R
3.66	3038645	Transport (From Tshwane House) – LDV 1 tonne	Per KM	R
3.67	3038646	Transport (From Tshwane House) Flat bed 5-tonne	Per KM	R
3.68	3038647	Transport (From Tshwane House) Flat bed 7-tonne	Per KM	R
		Sub-total Excl VAT		

RELOCATION (INCLUDING DISASSEMBLING AND ASSEMBLING)

Item number	Material number	Description	Per item	Relocation (including disassembling and assembling) per item excluding VAT
3.1	3038712	Supply and assemble L-shaped Workstation	Per item	R
3.2	3038671	Supply of Executive Visitor Chair	Per item	R
3.3	3038670	Supply and assemble Executive Office Chair (Chancellor High-Back Chair)	Per item	R
3.4	3038693	Supply Carpet Protector	Per item	R
3.5	3038666	Supply and assemble High Back Executive Swivel Chair	Per item	
3.6	3038683	Supply and assemble SP01 B - Desking Proposal	Per item	R
3.7	3038673	Supply Medium back visitors / conference chair	Per item	R
3.8	3038665	Supply and assemble High Back Swivel Chair	Per item	R
3.9	3038659	Supply Medium Back Executive Conference Chair	Per item	R
3.10	3038706	Supply and assemble 12-Seater Meeting Room Table	Per item	R
3.11	3038707	Supply and assemble 30-Seater Meeting Room Table	Per item	R
3.12	3038668	Supply and assemble Meeting Room Chairs (Vitra – ID Chair Concept, Model: ID – Mesh)	Per item	R
3.13	3038661	Supply and assemble Chair to Executive Desk (Vitra – ID Chair Concept, Model: ID – Trim L)	Per item	R
3.14	3038682	Supply and assemble Executive Desk	Per item	R
3.15	3038674	Supply Visitor & Meeting Chair (Vitra – Unix Chair)	Per item	R

Item number	Material number	Description	Per item	Relocation (including disassembling and assembling) per item excluding VAT
3.16	3038705	Supply and assemble 8-Seater Meeting Table	Per item	R
3.17	3038711	Supply and assemble Wall Unit	Per item	R
3.18	3038695	Supply Area Rug	Per item	R
3.19	3038649	Supply and install Artwork	Per item	R
3.20	3038648	Supply and install Objects Artwork	Per item	R
3.21	3038684	Supply and assemble Reception Desk	Per item	R
3.22	3038699	Supply and assemble 18-Seater Dining Room Table & Server	Per item	R
3.23	3038662	Supply and assemble Chair to Dining Room Table (Vitra Unix Chair)	Per item	R
3.24	3038698	Supply and assemble Filing Storage Units	Per item	R
3.25	3038678	Supply and assemble 2-Seater Couch	Per item	R
3.26	3038658	Supply and assemble Armchairs	Per item	R
3.27	3038702	Supply and assemble Coffee Table	Per item	R
3.28	3038708	Supply and assemble Side Tables	Per item	R
3.29	3038679	Supply and assemble 2-Seater Couch (Timber legs)	Per item	R
3.30	3038657	Supply Armchairs (Fabric)	Per item	R
3.31	3038704	Supply and assemble Coffee Table (Timber)	Per item	R
3.32	3038709	Supply and assemble Side Tables (Timber with duco top)	Per item	R

Item number	Material number	Description	Per item	Relocation (including disassembling and assembling) per item excluding VAT
3.33	3038696	Supply Area Rug (Concept design)	Per item	R
3.34	3038701	Supply and assemble 18-Seater Meeting Room Table & Server	Per item	R
3.35	3038700	Supply and assemble 16-Seater Meeting Room Table	Per item	R
3.36	3038697	Supply and assemble Server	Per item	R
3.37	3038694	Supply and assemble Power Reticulation - Power Panels	Per item	R
3.38	3038672	Supply Visitors Chair (Grade 3 fabric upholstery)	Per item	R
3.39	3038660	Supply and assemble Office/Counter Chair (Draughtman's chair)	Per item	R
3.40	3038667	Supply and assemble Manager's Chair (High back swivel)	Per item	R
3.41	3038703	Supply and assemble Coffee Tables (Round, Oak Wood)	Per item	R
3.42	3038680	Supply and assemble Office Credenza	Per item	R
3.43	3038655	Supply and assemble Office Cabinet (Oak wood)	Per item	R
3.44	3038676	Supply Leisure Couches (One seater)	Per item	R
3.45	3038677	Supply Leisure Couches (Two seaters)	Per item	R
3.46	3038691	Supply Single Steel Locker	Per item	R
3.47	3038685	Supply Water Cooler Dispenser	Per item	R
3.48	3038688	Supply Double Door Fridge (Model DAD262)	Per item	R
3.49	3038652	Supply and assemble CD Display Unit	Per item	R

Item number	Material number	Description	Per item	Relocation (including disassembling and assembling) per item excluding VAT
3.50	3038654	Supply and assemble A4 Suspended Filing Cabinet	Per item	R
3.51	3038653	Supply and assemble Lever Arch Files Filing Cabinet	Per item	R
3.52	3038681	Supply and assemble Cupboards	Per item	R
3.53	3038656	Supply and assemble Bookcase	Per item	R
3.54	3038690	Supply Steel Locker (2 Tier)	Per item	
3.55	3038650	Supply and install Blinds	Per meter	R
3.56	3038686	Supply Bar Fridge	Per item	R
3.57	3038687	Supply Combi Fridge	Per item	R
3.58	3038692	Supply 40L Microwaves	Per item	R
3.59	3038689	Supply Electric Kettle	Per item	R
3.60	3038710	Supply 50" Smart TV	Per item	R
3.61	3038675	Supply 2-Seater Genuine Leather Couch	Per item	R
3.62	3038651	Supply and install TV Wall Mounting Brackets	Per item	R
3.63	3038663	Supply and assemble Ergonomic Office High Back Chair	Per item	R
3.64	3038664	Supply and assemble Executive Ergonomic Office High Back Chair	Per item	R
3.65	3038669	Supply and assemble Herman Miller Aeron B Office Chair Graphite	Per item	R
3.66	3038713	Transport (From Tshwane House) – LDV 1 tonne	Per KM	R

Item number	Material number	Description	Per item	Relocation (including disassembling and assembling) per item excluding VAT
3.67	3038714	Transport (From Tshwane House) Flat bed 5-tonne	Per KM	R
3.68	3038715	Transport (From Tshwane House) Flat bed 7-tonne	Per KM	R
		Sub-Total Excl VAT		

SUMMARY OF PRICING SCHEDULE

ITEM	SUB-TOTAL EXCL VAT
SUPPLY, DELIVER AND INSTALLATION PER ITEM	
RELOCATION (INCLUDING DISASSEMBLING AND ASSEMBLING)	
TOTAL EXCL VAT	
VAT 15 %	
TOTAL INC VAT (TRANSFERABLE TO TOTAL BID PRICE)	

6. Award

The following bid will be awarded as a whole to one bidder.

7. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. The city shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

8. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, Where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, The tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into

with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The City further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	GPM 20 2025/26	CLOSING DATE:	28 May 2026 at 10:00	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE, ARTWORK AND EQUIPMENT FOR ALL BUILDINGS OWNED AND OCCUPIED BY THE CITY OF TSHWANE, AS AND WHEN REQUIRED, OVER A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED	Technical enquiries: (012 358 2610 or juliusz@tshwane.gov.za)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Group Property management
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Julius Zulu
TELEPHONE NUMBER	012 358 2735	TELEPHONE NUMBER	012 358 2610
EMAIL ADDRESS	RelebogileM@tshwane.gov.za	EMAIL ADDRESS	juliusz@tshwane.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

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

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

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

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/Not firm
- Delivery basis

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

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

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

- Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

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

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

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

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

3.9.1 If yes, furnish particulars.

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars.

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

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

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
 IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD
 THIS DECLARATION PROVE TO BE FALSE.**

..... Signature Date
..... Position Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements
***YES / NO**
for auditing?

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

.....
.....

2 Do you have any outstanding undisputed commitments ***YES / NO**
for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state ***YES / NO**
during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

.....

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

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD
THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.1

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \qquad \qquad \qquad \text{or} \qquad \qquad \qquad 90/10$$

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 	<ul style="list-style-type: none"> • 8 Points • 7 Points 	

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
<ul style="list-style-type: none"> • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

CONTRACT FORM: PURCHASE OF GOODS/WORKS

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GPM 20 2025/26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;

 - (ii) General Conditions of Contract; and

 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

- 1
- 2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GPM 20 2025/26**

Tender for the supply, delivery and installation of office furniture, artwork and equipment for all buildings owned and occupied by the City of Tshwane, as and when required, over a period of three (3) years in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

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

3. General

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

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services, 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**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> (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; <p>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</p> <p>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.</p>
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SERVICE LEVEL AGREEMENT

Entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

(Hereinafter referred to as the “**City**”)

Duly represented by the City Manager: Johann Mettler

In his capacity as: **City Manager**

Duly authorised hereto

AND

_____ Service Provider _____

Registration Number: _____

(Hereinafter referred to as the “**Service Provider**”)

Duly represented by: _____

In his capacity as: _____

Duly authorised hereto

SERVICE LEVEL AGREEMENT

Entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Mr Johann Mettler in his capacity as City Manager duly authorised thereto under and by virtue

of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the “**CITY**”)

AND

_____ Service Provider _____

Registration Number: _____

Herein represented by _____, in his/her capacity as _____ duly authorised thereto under and by virtue of a resolution of the Board passed on _____, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement

(Herein referred to as the “**SERVICE PROVIDER**”)

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RECORDAL:

WHEREAS the City requires the supply, delivery and off-loading of aerator gearboxes as when required.

1.1 **AND WHEREAS** the City wishes to appoint the service provider:

AND WHEREAS the Service Provider wishes to provide such services;

AND WHEREAS the service provider has indicated that it has the necessary capacity and capabilities to provide the service;

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which the service provider shall supply, deliver and offload aerator gearboxes as and when required in accordance with the terms and subject to the conditions of this Agreement:

DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

“Agreement” means this Service level Agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;

“Business Day” means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;

“Business Week” means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

“City” means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;

“Contact Persons” means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 35 and who can be substituted in writing from time to time;

“Contract Price” shall mean the amount reflected as the contract price in clause 0 below;

“Contract Period” means three years

“Effective Date” means appointment date;

“Intellectual Property” means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further

additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

“Month” means a calendar month;

“Parties” means the City and the Service Provider and “Party” means either of them as the context requires;

“Services” means services to be provided by the Service Provider to the City as stated in clause 8 below and detailed in the terms of reference

“Service Provider” means appointed company

, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number:

“Signature Date” means the date of signature of this Agreement by the Party signing last;

“Subcontract” means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;

“Subcontractor” means the third party with whom the Service Provider enters into a Subcontract;

“Tax Invoice” means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and

“VAT” means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

INTERPRETATION

Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

Unless the context clearly indicates a contrary intention, any word connoting:

Any singular shall be deemed to include a reference to the plural and vice versa;

Any one gender shall be deemed to include a reference to the other two genders;

and

A natural person shall be deemed to include a reference to a legal or juristic person.

The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.

Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment as stated in the Appointment letter dated _____, to provide the Services in accordance with the terms and subject to the conditions of this Agreement and the attached Terms of Reference.

PURPOSE OF THE AGREEMENT

The Purpose of this Agreement is to:

Formalise and regulate the working relationship between the Parties;

Set out the roles and responsibilities of the Parties; and

Define process and procedures to be followed by the Parties.

RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Furthermore the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the City or to contract in the name of the City, or create a liability against the City in any way or for any purpose.

DURATION

This Agreement shall commence on the Effective Date and shall subsist for a period of 3 (three) years, unless terminated earlier pursuant to clause 0 below.

CONTACT PERSON

The work to be performed by the Service Provider hereunder will be supervised by City's Contact Person.

The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.

Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.

Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

SCOPE OF GENERAL SERVICES

The Service Provider shall, for the duration of this Agreement, provide the Services set out in the details in the terms of the attached Terms of Reference.

PRICE AND PAYMENT

The City shall pay to the Service Provider a Contract Price in the sum of R 0. 00 (contract price in words).

All payments under this Agreement shall be made through an official purchase order, upon receipt of valid and undisputed Tax Invoices together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

Valid Tax Invoices shall be submitted. Payment valid tax invoices shall be made by The City within 30 (thirty) days after the date of receipt by The City of the Service Provider's tax invoice.

The City shall pay the amount reflected on a Tax Invoice once the City's Contact Person and Finance has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.

All Tax Invoices shall be addressed to the City.

All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:

Bank:

Account type:

Account No:

Branch No:

Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

PRICE RESTRUCTURING

The Service Provider may apply for a price review every year, every 12 (twelve) months from the appointment date.

SERVICE LEVELS

The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, *inter alia*:

Capacity allocations in accordance with the Service to be provided;

All work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable

within the Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 8 above.

WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services from the City during the currency of this Agreement.

PENALTY

Should the Service Provider fail to comply with its obligations in terms of this Agreement, the City may:

Exercise its rights in terms of clause 0 below.

Impose a penalty on the Service

An election of the above by the City shall not mean that the City has waived any other rights which the City might have in law.

The City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose a penalty, which penalty shall be a deduction of 2% per 15 days of the purchase order value to a maximum cumulative per 15 days to a total penalty of 10 % of the purchase order value,; and for avoidance of doubt, the penalty amount shall be based on the monies due in terms of clause 9.

Should there be a dispute as to whether the failure to deliver was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance to clause 0 below.

ACCESS

The City shall allow the Service Provider reasonable access to its premises, provided that:

Access is related to the Services to be provided by the Service Provider;
and

The Service Provider adheres to all rules, regulations and instructions applicable at the City's premises.

The City shall grant the Service Provider and/or its employees, to its premises to perform its obligations in terms of this Agreement.

The Service Provider and its employees shall at all time when entering the premises and/or Service Areas and/or Delivery Areas of the City comply with all rules, laws, regulations and policies of the City.

AMENDMENT OR CANCELLATION OF PURCHASE ORDER

The City is entitled to cancel an order, reschedule delivery of the Goods or change the Delivery Area and Delivery Date on fourteen (14) days written notice to the Service Provider.

INSPECTION

The City may at any time inspect the Goods and/or Services levels of the Service Provider in terms of this Agreement.

If the City is, at any time, dissatisfied with the service levels then the City shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.

The Service Provider shall immediately upon receipt of written demand by the City, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.

Should the Service Provider fail to remedy the failure or default referred to above then the City shall have the right to invoke the provisions of clauses and/or clause 0 below.

To enable the City to determine whether the Goods and/or Services rendered in terms of this Agreement are being complied with the Service Provider shall:

Provide the City with such information as it may reasonably require;

Allow the City to inspect and take copies of any records of the Service Provider relating to the Goods and/or Services.

SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

Service Warranties

The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

It has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;

Has requisite capacity and capability to provide the Services in an expert manner;

It will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;

All work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;

The use or possession by the City of any Materials will not subject The City to any claim for infringement of any Intellectual Property Rights of any third party;

With promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while performing Services and/or delivering Goods and/or similar to the Services and/or Goods;

Which Services and/or Goods will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials;

Using and adopting any standards, processes and procedures required under this Agreement;

Free from any defects in material;

Maintaining and caused to be maintained the highest standard of care and diligence in providing the Services,

Ensuring that all applicable laws are observed;

Without derogating from the generality of the foregoing, strictly adhering to any or all laws, regulations and accepted procedures with regard to health and hygiene.

Indemnity

The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with

such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

STATUTORY AND EMPLOYMENT ISSUES

Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

SUB-CONTRACTING

The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party that has not been specified in the bid.

CONFIDENTIALITY

The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its

business; (“Confidential Information”), shall remain confidential and shall not be made known unless the City has given written consent to do so.

The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

The information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

The information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

The information was received from a third Party not in breach of an obligation of confidentiality.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights of the Service Provider and/or third party vest in the Service Provider and/or third party, as appropriate.

All rights in the City name and logo remain the absolute property of the City.

The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.

The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Contractor controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

Should any claim be made against the City by any third party in terms of clause 0 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:

Obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or

Alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

Withdraw the subject of infringement.

FORCE MAJEURE

For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.

If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure ("the Affected Party") then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period ("Agreed Period").

In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

CESSION

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement.

CHANGE OF CONTROL / CIRCUMSTANCE

The Service Provider shall notify the City, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

The Parties agree that should there be a change as envisaged in clause 0 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.

The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Goods and/or Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

BREACH

Subject to clause 0 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

Immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale); or

Request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

EARLY TERMINATION

The City shall have the right to terminate this Agreement by giving 30 (thirty) days' notice in writing to the Service Provider of its intention to terminate the Agreement.

DISPUTES

Save for clause 0 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

The interpretation of the Agreement;

The performance of any of the terms of the Agreement;

Any of the parties' rights and obligations;

Any procedure to be followed;

The termination or cancellation or breach of this Agreement; or

The rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.

Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 0 above shall apply.

If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa ("the Arbitration Act").

The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

At any place which the Parties agree, in writing, to be mutually convenient.

in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

If the arbitration is:

A legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

An accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing;

Any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Law Society of the Northern Provinces.

Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within seven (7) days after the arbitration has been demanded, and then it shall be deemed to be a dispute of a legal nature?

The arbitrator may:

investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;

Interview and question under oath the parties or any of their representatives;

Decide the dispute according to what he considers just and equitable in the circumstances; and

Make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within thirty (30) days after it has been so requested.

The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.

The arbitrator's award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.

Notwithstanding the provisions of clauses 0, 0, 0, 0, 0, 0, 0 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

The provisions of this clause 28 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

LAWS AND JURISDICTION

This Agreement shall be governed by and interpreted according to the Law of the Republic.

Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

NOTICES AND COMMUNICATIONS

The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the “*domicilium*”) and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

THE CITY:

Office of the City Manager
Tshwane House
2nd Floor, Block D
320 Madiba Street
Pretoria, 0001
P O Box 440
Pretoria, 0001
Fax: 086 214 9544
Email: citymanager@tshwane.gov.za
Attention: Stephen van der Merwe
E-mail: stephenvdm@tshwane.gov.za

THE SERVICE PROVIDER:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

Each Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.

Any notice given and any documentation delivered by any Party to another Party (hereinafter referred to as "the addressee") which:

Is delivered by hand during normal business hours of the addressee at the addressee's *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

is posted by prepaid registered post to the addressee at the addressee's *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting.

is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by email.

Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

GENERAL AND MISCELLANEOUS

SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

NO AMENDMENT EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

WAIVERS

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

APPROVALS AND CONSENTS

An approval or consent given by a party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

EXECUTION

This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

DELIVERABLES

After the official purchase order is placed the Service Provider shall submit the time required for the supply and delivery of the equipment.

Signed at _____ on this ____ day of _____ 20

For and on behalf of THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Duly represented by: Johann Mettler

City Manager

Witnesses

1 _____

2 _____

Signed at _____ on this ____ day of _____
20

For and on behalf of Service Provider: _____

Duly represented by _____

Witnesses

1 _____

2 _____

RESOLUTION OF THE BOARD

Resolution by the Board of Directors of _____

made at a meeting held at _____ on _____.

NOTED: That _____ intends to enter into an Agreement with the City of Tshwane Metropolitan Municipality in terms of which _____ shall provide services (the "Agreement") on the terms and subject to the conditions of the Agreement to which this resolution is attached as Annexure "B".

RESOLVED:

That _____ approves and enters into the Agreement on the terms and subject to the conditions of the Agreement to which this resolution is attached.

That _____ in his capacity as a _____ of _____, be and is hereby authorised to negotiate, settle and sign the Agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of. _____

Read and Confirmed

Chairman/Company Secretary