



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

Private Bag X644 Pretoria 0001 RSA Tel (012) 421 1311 Fax (012) 341 8512
Private Bag X9057 Cape Town 8000 RSA Tel (021) 466 7600 Fax (021) 465 3610
<http://www.housing.gov.za> Fraud Line: 0800 701 701 Toll Free Line: 0800 1 46873 (0800 1 HOUSE)

REFERENCE : VA50/406
ENQUIRIES : MS K MALEKA / MS N RWAIRWAI
TELEPHONE : 012 444 9243 / 9206

BID VA50/406: TERMS OF REFERENCE FOR SALE (DISPOSAL) OF BROKEN OBSOLETE ASSETS – IT EQUIPMENT – (APPROXIMATELY 214 ITEMS), AUDIO EQUIPMENTS (APPROXIMATELY 02 ITEMS) AND SECURITY EQUIPMENT FOR NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS: PRETORIA.

- 1 The closing date for the submission of applications/bid documents is **07 June 2022 @ 11:00**. No late applications/bid documents will be considered. All bids must please be placed in the Tender Box situated at the main entrance of (DR. RUTH MOMPATI BUILDING, 260 JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA)
- 2 It is **compulsory** that an original proposal/bid documents together with a copy of the proposal /bid document to be handed in on the closing date of the bid. Please clearly mark by writing "Original" and "Copy" on the relevant bid documents.
- 3 You are invited to bid for the services as specified in the attached forms.
- 3.1 The conditions contained in General Conditions of Contracts (GCC) and the attached SBD1, SBD 3.3, SBD4 and SBD 6.1 as well as any other conditions accompanying this request are applicable.

4. NATIONAL TREASURY CIRCULAR NO 3 OF 2015/2016

- 4.1 From 1 April 2016, institutions/departments may not award any bid to a supplier who is not Registered on the Central Supplier Database (CSD).
- 5 **Compulsory:** Please attach a most recent copy of CSD registration report.
- 6 A Compulsory Briefing/Site Visit will be held as follows

Date: 19 May 2022 @10:00

Venue: 240 Justice Mohammed and Ruth Mompoti, Sunnyside, National department of Human Settlement (Main board room)

Regards


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MR M MAMPURU
SUPPLY CHAIN MANAGEMENT
For: DIRECTOR-GENERAL
DATE: 13/05/2022
tendercovlet

THE DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER: BID VA50/406

DESCRIPTION: PROFESSIONAL SERVICE

CLOSING DATE: 07/06/2022

CHECK LIST TO BE COMPLETED BY THE BIDDER:

TABLE OF CONTENTS:	Yes:	No:
Invitation Letter/ Cover Letter		
(TOR) Terms of Reference		
SBD1 Invitation To Bid		
SBD2 Valid Original Tax Clearance Certificate		
SBD3.3 Pricing Schedule		
SBD4 Declaration of Interest		
SBD6.1 Preference Point: Purchases		
General Conditions of Contract		
SUPPORTING DOCUMENTS:		
Company Profile		
ID Copies of Directors		
Certificate issued by Registrar of Companies & Close Corporation, issued by CIPRO.		
Certified/Original Valid B-BBEE Status Level Verification Certificate – 07 December 2011		
COMPULSORY: Please attach a recent copy of CSD Registration Report		

BIDDER NAME IN FULL: _____

SIGNATURE: _____

DESIGNATION: _____

DATE: _____

Bid invitation check list: Compiled: K Maleka

SALE (DISPOSAL) OF BROKEN OBSELETE ASSETS – IT EQUIPMENT – (APPROXIMATELY 214 ITEMS), AUDIO EQUIPMENTS (APPROXIMATELY 02 ITEMS) AND SECURITY EQUIPMENT FOR NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS: PRETORIA.

TENDER NUMBER: VA

MEETING/BRIEF SESSION: There will be Compulsory briefing session and site visit on Thursday 19 May 2022.

TIME OF SITE VISIT OF BROKEN AND OBSELETE ASSETS:

Date: 19 May 2022

Time: 10: 00-11:00

PLEASE NOTE: Late coming will not be accepted.

VENUE: 240 Justice Mohammed and Ruth Mompoti, Sunnyside, National department of Human Settlement (board room)

CONTACT DETAILS: email: mmapula.lebele@dhs.gov.za

POST OR DELIVER BIDS TO: DEPARTMENT OF HUMAN SETTLEMENTS - 260 Dr Ruth Mompoti building, **OR** PRIVATE BAG X644, PRETORIA, 0001



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

Not Working Equipment

IT EQUIPMENTS RECYCLING -DISPOSAL PROJECT FOR 2021 /22 FINANCIAL YEAR : 240 GOVAN MBEKI HOUSE					
NO.	DESCRIPTION	MAKE & MODEL	SERIAL NO	BAR CODE	CONDITION
1.	SERVER STORAGE	SUPER MICRO	C82500644A10352	008518	NOT WORKING
2.	SERVER STORAGE	SUPER MICRO	C74300617B50333	008672	NOT WORKING
3.	SERVER STORAGE	SUPER MICRO	C74300644G20252	008481	NOT WORKING
4.	CPU	DELL OPTIPLEX 320	IPZ513J	N/A	NOT WORKING
5.	CPU	DELL OPTIPLEX 320	HNZ513J	N/A	NOT WORKING
6.	ROUTER	CISCO 3700 SERIES	JHY0852K0FT	007000	NOT WORKING
7.	KBM		231160748056	008519	NOT WORKING
3.	SWITCH	HP PROCURVE 3500	SG820TF032	013130	NOT WORKING
4.	CORE SWITCH	HP PROCURVE 8212ZL		013469	NOT WORKING
5.	HP SERVER	HP PRLIANT ML350P	CZ22500TIY	022352	NOT WORKING
6.	24 SWITCH PORT	3COM 4400 SE	L6DV48B549C20	006536	NOT WORKING
7.	24 SWITCH PORT	3COM 4400 SE	L3AV71H85BDC0	006977	NOT WORKING
8.	SERVER	PROLINE WORKWARE	ESPP5530159	006564	NOT WORKING
9.	SERVER	ESEREVER X SERIES	1586473BXKRABG40	N/A	NOT WORKING

10.	SERVER	IBM X SERIES 235	86718AXKDBDC7V	N/A	NOT WORKING
11.	SERVER	IBM E SERVER X SERIES	86718AXKDBDC72	N/A	NOT WORKING
12.	SERVER	HP PROLIANT ML350	CZJ946083Y	011521	NOT WORKING
13.	UPS	LINE INTERATIRE 1500	04505006	N/A	NOT WORKING
14.	SERVER	IBM	551956A	008962	NOT WORKING
15.	IBM	8665-61Y	551630A	008961	NOT WORKING
16.	SONY SERVER	SR8680H44	AZG15460505	004897	NOT WORKING
17.	UPS	MP 105	400074-05	006988	NOT WORKING
18.	UPS	UBC 0005		006935	NOT WORKING
19.	IBM	N/A	68--24135	N/A	NOT WORKING
20.	IBM	N/A	68--24049	N/A	NOT WORKING
21.	SQL SERVER	PROLINE WORKWARE	374407	004198	NOT WORKING
22.	DELL RACK	PARKING 260JMS BUILDING	N/A	N/A	NOT WORKING
23.	DELL RACK	PARKING 260JMS BUILDING	N/A	N/A	NOT WORKING
24.	RACK	PARKING 260JMS BUILDING	N/A	N/A	NOT WORKING
25.	RACK	PARKING 260JMS BUILDING	N/A	N/A	NOT WORKING
26.	RACK	PARKING 260JMS BUILDING	N/A	N/A	NOT WORKING
					NOT WORKING

RECYCLE LIST 2022

Name	barcode	serial no
Scanners	5357	D04A00819
Scanners	5356	D04E05539
Scanners	6544	D03H01398
Scanners	6547	D03H01459
Scanners	10162	P07C01058
Scanners	10166	P07C00953
Scanners	10164	P07D00311
Scanners	10163	P07D00583
Radio	6446	
Camera Sonny	4659681	17456
SAFE	1742	

240 BUILDING | IT STORE ROOM | NO. G - 11 RECYCLING LIST

No	Date Stock Taking Conducted	Item Description	Make & Model	Bar Code Number	Serial Number	Building Located	Room Number Located
1	11-09-21	Laptop	HP ProBook 440 G5	24341	5CD83453QC	240	G-11
2	11-09-21	Laptop	HP ProBook 440 G5	24337	5CD83453QB	240	G-11
3	11-09-21	Laptop	Dell Latitude D430	886	HVZG23J	240	G-11
4	11-09-21	Laptop	HP EliteBook 2570p	22350	CNU307BU1C	240	G-11
5	11-09-21	Laptop	LG E300	10643	810KSBM021805	240	G-11
6	11-09-21	Laptop	Acer Travelmate P	17479	45204524434	240	G-11
7	11-09-21	Laptop	Samsung	16406	FZFE93GB600191B	240	G-11
8	11-09-21	Laptop	Acer Travelmate P648	23997	NXVCLAE01074309C653400	240	G-11
9	11-09-21	Laptop	MACBOOK	16485	C02H20GRDJWV	240	G-11
12	11-09-21	Laptop	Dell Latitude D630	9357	78WBY3J	240	G-11
14	11-09-21	Laptop	Dell Latitude E4310	12484	9GZ741P1	240	G-11
15	11-09-21	Laptop	Acer Travelmate P	17480	NXV8V/EA02045211B93400	240	G-11
16	11-09-21	Laptop	Lenovo ThinkPad X1 Table	19190	R9 -0KJMG 16/05	240	G-11
19	11-09-21	Laptop	HP Compaq NX 7010	7940	CND4090HT0	240	G-11

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

20	11-09-21	Laptop	Acer Travelmate 8200	6560	LXTAX0601862609AED2515	240	G-11
21	11-09-21	Laptop	HP Pro Book	24434	5CD85006TK	240	G-11
24	11-09-21	Laptop	HP Elite Book 257p	N/A	CNU335BP7S	240	G-11
25	11-09-21	Laptop	HP Elite Book 840 G3	19217	5CG53134D6	240	G-11
26	11-09-21	Laptop	Lenovo	17694	N/A	240	G-11
27	11-09-21	Laptop	Lenovo ThinkPad	18493	N/A	240	G-11
28	12-09-21	PC	Proline Partner	6350	ETL-M00205C0800474	240	ABET
29	12-09-21	PC	Proline Office ware	12446	M68910A1200022	240	ABET
30	12-09-21	PC	Mecer Proficient	9339	IW751Z3075	240	ABET
31	12-09-21	PC	Proline Partner	6835	ETL-M002071100063	240	ABET
32	12-09-21	PC	Mecer Extreme	7829	PC3032700106454070501342	240	ABET
33	12-09-21	PC	Mecer Proficient	17644	IW350Z0476	240	ABET
34	12-09-21	PC	Proline Partner	12023	ETL-M00910407400380	240	ABET
35	12-09-21	PC	Proline Office ware	11989	M68910A07400419	240	ABET
36	12-09-21	PC	Mecer Proficient	10253	IW75224291	240	ABET
37	12-09-21	PC	Mecer	1227	PC3032001663570051701789	240	ABET
38	12-09-21	PC	Phillips	3414	23237	240	ABET

39	12-09-21	PC	Proline	63479	ETLS0020531800904	240	ABET
40	12-09-21	PC	Mecer	9767	IW803Z2719	240	ABET
41	12-09-21	PC	Mecer	9172	IW805Z0081	240	ABET
42	12-09-21	PC	Proline	6468	ETL-M0020632700508	240	ABET
43	12-09-21	PC	Mecer	17183	IW414Z0708	240	ABET
44	12-09-21	PC	Mecer	2429	M11126272	240	ABET
45	12-09-21	PC	Mecer	9337	IW751Z3764	240	ABET
46	12-09-21	PC	Mecer	23819	IW704N0796	240	ABET
47	12-09-21	PC	Mecer	10299	IW751Z6181	240	ABET
48	12-09-21	PC	Mecer	10981	IW906Z2673	240	ABET
49	12-09-21	PC	Proline	11128	ETLM68909A09A0600113	240	ABET
50	12-09-21	PC	Mecer	6463	PC303200173571054703484	240	ABET
51	12-09-21	PC	Mecer	10008	IW803Z4Z4093	240	ABET
52	12-09-21	PC	Proline	12038	ETLM6891022400161	240	ABET
53	12-09-21	Printer	HP LaserJet 4250N	260	N/A	240	ABET
54	12-09-21	Printer	HP LaserJet 4250N	6590	N/A	240	ABET
55	12-09-21	Printer	HP LaserJet 1320	8267	CNHHG31246	240	ABET

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

56	12-09-21	Printer	Brother HL- 4150 CDN	17399	E6820AA4J415648	240	ABET
57	12-09-21	Projector	SANYO	6329	62211419	240	G-11
58	12-09-21	Printer	HP LaserJet 4250N	6952	N/A	240	ABET
59	12-09-21	PC	Mecer	10793	1W906Z0433	240	G-11
60	12-09-21	Monitor	Mecer	15648	VGA19431106100143	240	G-11

240 BUILDING | IT STORE ROOM | NO. G - 11 RECYCLING LIST

No	Date Stock Taking Conducted	Item Description	Make & Model	Bar Code Number	Serial Number	Building Located	Room Number Located
1	11-09-21	Monitor	Mecer	9117	752VF/GA22R0389	240	ABET
2	11-09-21	Monitor	LG	6550	605D1YG3N986	240	ABET
3	11-09-21	Monitor	Mecer	16386	VGA19431107230454	240	ABET
4	11-09-21	Monitor	Mecer	16906	VGA19541312291301	240	ABET
5	11-09-21	Monitor	Mecer	10874	902WMMMA22R0520	240	ABET
6	11-09-21	Monitor	Mecer	22748	VGA20551311043141	240	ABET
7	11-09-21	Monitor	Mecer	10726	902WMMMA22R0927	240	ABET
8	11-09-21	Monitor	Proline	12025	T12A4JA000205	240	ABET
9	11-09-21	Monitor	Mecer	8897	738UAV/A22R0085	240	ABET

10	11-09-21	Monitor	Mecer	10268	751VF GA22R0403	240	ABET
11	11-09-21	Monitor	Mecer	9309	752VF GA22R1089	240	ABET
12	11-09-21	Monitor	Mecer	16704	VGA19531202062449	240	ABET
13	11-09-21	Monitor	Mecer	9326	752VF GA22R1104	240	ABET
14	11-09-21	Monitor	Mecer	883	BEQ503EE00068	240	ABET
15	11-09-21	Monitor	Phillips	2305	21B582BH	240	ABET
16	11-09-21	Monitor	Mecer	2430	504GAFL2001220	240	ABET
17	11-09-21	Monitor	Proline	7978	I25G53A408910	240	ABET
18	11-09-21	Monitor	Proline	3689	J2CJ44A190169	240	ABET
19	11-09-21	Monitor	Proline	6557	M9G68A233754	240	ABET
20	11-09-21	Monitor	Proline	3867	J2SJ44A213532	240	ABET
21	11-09-21	Monitor	DELL	73	MV0U155447603482BGRO	240	ABET
22	11-09-21	Monitor	Mecer	N/A	517GAFL2003075	240	ABET
23	11-09-21	Monitor	Proline	8042	M2PJ59A101994	240	ABET
24	11-09-21	Monitor	Proline	4915	I25G3CA086529	240	ABET
25	11-09-21	Monitor	Proline	7214	M2C61A164680	240	ABET
26	11-09-21	Monitor	Mecer	10224	751VF GA22R1396	240	ABET

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

27	11-09-21	Monitor	Mecer	8881	7384UAYAZ2R0491	240	ABET
28	11-09-21	Monitor	Proline	7821	31575BA003541	240	ABET
29	11-09-21	Monitor	Mecer	10012	A01VFGA22R0727	240	ABET
30	11-09-21	Monitor	Mecer	10604	845WMMMA22R0812	240	ABET
31	11-09-21	Monitor	Mecer	9330	752VFGA22R0570	240	ABET
32	11-09-21	Monitor	Mecer	10795	902WMMMA22R0890	240	ABET
33	11-09-21	Monitor	Mecer	1221	JP577	240	ABET
34	11-09-21	PC	Mecer Extreme	8871	IM752Z20861	240	ABET
35	11-09-21	PC	Mecer Premium	N/A	M11101949	240	ABET
36	11-09-21	PC	Proline online	5598	332900	240	ABET
37	11-09-21	PC	Proline Office	5331	443663	240	ABET
38	11-09-21	PC	Proline Office	3687	407086	240	ABET
39	11-09-21	PC	Mecer Premium	N/A	M11124551	240	ABET
40	11-09-21	Scanner	HP LaserJet 1300	833	C7716A	240	ABET
41	11-09-21	Printer	Brother-MFC-J200	17643	E73186B5H605910	240	ABET
42	11-09-21	Printer	Brother HL 1450	1212	E60104J1J324572	240	ABET
43	11-09-21	Printer	HP LaserJet P20550	25843	N/A	240	ABET

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

44	11-09-21	Printer	HP LaserJet 1320	1719	N/A	240	ABET
45	11-09-21	Printer	HP LaserJet 1300	3232	CNCJX67659	240	ABET
46	11-09-21	Printer	Brother MFC 7426	7533	E63229A6J676960	240	ABET
47	11-09-21	Printer	Brother MFC 7420	5314	E63229A6J667257	240	ABET
48	11-09-21	Printer	HP LASER JET 1300	829	N/A	240	ABET
49	11-09-21	Printer	HP ScanJet	833	C7716A	240	ABET
50	11-09-21	Printer	HP Office jet Prol7680	10640	MY8AE850H2	240	ABET
51	11-09-21	Printer	Brother MFC 9880	1217	E6030762C908665	240	ABET
52	11-09-21	Printer	HP LASER JET 1300	2459	N/A	240	ABET
53	11-09-21	Printer	Brother MFC 9650	1840	E54145J0C112034	240	ABET
54	11-09-21	Printer	HP Laser Jet 4250n	3227	N/A	240	ABET
55	11-09-21	Printer	HP Laser Jet 4250n	6983	N/A	240	ABET
56	11-09-21	Disc stacker printer	Epson pp-100	12082	LW7F001561	240	ABET
57	11-09-21	Printer	HP Laser Jet 4200	167	N/A	240	ABET
58	11-09-21	Printer	Brother HL 2460	6585	E60054B19776116	240	ABET
59	11-09-21	Printer	Brother HL 1260	7304	B59149706	240	ABET
60	11-09-21	Printer	HP Laser Jet 4250n	7909	N/A	240	ABET

61	11-09-21	Printer	Brother MFC 8380DN	11101	E67069K9J222870	240	ABET
62	11-09-21	Scanner	HP Scanjet 8300	6972	N/A	240	ABET
63	11-09-21	Printer	Brother HL 5240	7888	E63668D7J34215	240	ABET
64	11-09-21	Printer	Brother HL 5240	10035	N/A	240	ABET
65	11-09-21	Printer	Brother HL 5340	11937	E66817E0JC617558	240	ABET
66	12-09-21	Printer	Brother HL 5240	10048	E63658BBJ469512	240	ABET
67	12-09-21	Printer	Brother MC 5860	10284	E646699A7F464709	240	ABET
68	12-09-21	Printer	HP LaserJet 3050	7863	CNSK789023	240	ABET
69	12-09-21	Printer	Brother MFC 9070	N/A	E60207F3J450166	240	ABET
70	12-09-21	Laptop	Dell Latitude E6400	11641	7BWXN4J	240	ABET
71	12-09-21	Laptop	Dell Latitude E7240	17447	6Y4HQ12	240	ABET

240 BUILDING | IT STORE ROOM | NO. G - 11 RECYCLING LIST

No	Date Stock Taking Conducted	Item Description	Make & Model	Bar Code Number	Serial Number	Building Located	Room Number Located
1	11-09-21	Laptop	Acer Aspire Switch 10	17594	N/A	240	G-11
2	11-09-21	Laptop	HP Elite X2 1013	24454	5CD9084ZPQ	240	G-11

3	11-09-21	Laptop	Lenovo ThinPadX1 Tablet	19191	R9 0KJMGF 16/05	240	G-11
4	11-09-21	Laptop	Lenovo ThinPadX1 Tablet	19278	R9 0L80JR 16/08	240	G-11
5	11-09-21	Laptop	Lenovo ThinPadX1 Tablet	19250	R9 0L9E1W 16/08	240	G-11
6	11-09-21	Laptop	MACBOOK PRO	25028	C02YL2MBL VCG	240	G-11
7	11-09-21	Laptop	MACBOOK PRO	25027	C02YN0E4L VCG	240	G-11
8	11-09-21	Laptop	Lenovo ThinPadX1 Tablet	17591	PK 0PWGX 13/08	240	G-11
9	11-09-21	Laptop	Dell Latitude E7240	17338	CRH MJ12	240	G-11
10	11-09-21	Laptop	Dell Latitude E7240	17254	2DJFJ12	240	G-11
11	11-09-21	Laptop	Lenovo T440P	17592	PC 02AVST 14/12	240	G-11
12	11-09-21	Laptop	Acer TravelMate 8473	16348	LXV5K0300313509E072000	240	G-11
13	11-09-21	Laptop	HP Elite X2 1013	N/A	N/A	240	G-11
14	11-09-21	Laptop	Dell Latitude E4310	12087	777YTM1	240	G-11
15	11-09-21	Laptop	Dell Latitude D430	8952	5S1VR3J	240	G-11

16	11-09-21	Laptop	Dell Latitude D430	9745	7LH2X3J	240	G-11
17	11-09-21	Laptop	Dell Latitude E7440	16981	621JWZ1	240	G-11
16	11-09-21	Laptop	Dell Latitude E6320	16341	3PR76R1	240	G-11
17	11-09-21	Laptop	HP Elitebook H20	17495	5CG4504SCP	240	G-11
16	11-09-21	Laptop	HP Elitebook H40	18414	5CG5412L3T	240	G-11
17	11-09-21	Laptop	HP Elitebook H20	17437	5CG44847KR	240	G-11
16	11-09-21	Laptop	Dell Latitude E7270	19562	6V13VF2	240	G-11
17	11-09-21	Laptop	Lenovo X1 Carbon	19553	R9 0MTFTF 17/02	240	G-11
16	11-09-21	Laptop	Acer TravelMate P645	17463	NXV8VEA0204521057C3400	240	G-11
17	11-09-21	Laptop	Lenovo T440P	17593	PC 02AVSF 14/12	240	G-11
16	11-09-21	Laptop	Acer TravelMate P653	18301	NXV82EA002426044426600	240	G-11
17	11-09-21	Laptop	HP Elitebook 840	18487	5CG5399HWT	240	G-11
16	11-09-21	Laptop	Acer TravelMate PC45	17464	NXV8VEA020452030F23400	240	G-11
17	11-09-21	Laptop	HP Elitebook 840	18416	5CG5412L2Q	240	G-11

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

16	11-09-21	Laptop	Lenovo ThinkPad X1 Carbon	N/A	R902GLZ0 14/06	240	G-11
17	11-09-21	Laptop	Dell Latitude 7280	23762	4DZL8H2	240	G-11
16	11-09-21	Laptop	Acer Swift 7	23988	NXGN2EA0017390DAA27600	240	G-11
17	11-09-21	Laptop	MACBOOK AIR	24194	FV/FVMA8QJ1WL	240	G-11
18	11-09-21	Laptop	MACBOOK AIR	24200	FV/FVM9YNJ1WL	240	G-11
19	11-09-21	Laptop	HP Probook 430	24103	5CD7514T2D	240	G-11
20	11-09-21	Laptop	Dell Latitude E6420	16179	CP4C3R1	240	G-11
21	11-09-21	Laptop	Dell Inspiron	24119	2UGX142	240	G-11
22	11-09-21	Laptop	HP Probook 430	23955	5CD74261VY	240	G-11
23	11-09-21	Laptop	HP Probook 430	19466	5CD6411JYP	240	G-11
24	11-09-21	Laptop	Acer Travel Mate P648	19468	NXV/CLEA100635042B03400	240	G-11
25	11-09-21	Laptop	Acer Swift 7	24170	NXGN2EA001813003A27600	240	G-11
26	11-09-21	Laptop	Dell Latitude E6320	16389	85L13Q1	240	G-11
27	11-09-21	Laptop	Dell Latitude D630	8586	GBZHB3J	240	G-11

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

28	11-09-21	Laptop	Acer travelMate	17485	NXV8VEA0204620ABB53400	240	G-11
29	11-09-21	Laptop	Acer travelMate	22250	NXV5KEA0012050519B2000	240	G-11
30	11-09-21	Laptop	HP Elitebook	25447	CND0484WYH	240	G-11
31	11-09-21	Laptop	Dell Latitude E7440	17103	60GFF12	240	G-11
32	11-09-21	Laptop	Acer P 645	17720	51KJVZ1	240	G-11
33	11-09-21	Printer	HP LaserJet 4250	6952	N/A	240	G-11
34	11-09-21	PC	Mecer	10793	IW906Z0432	240	G-11
35	11-09-21	Monitor	Mecer	15648	VGA19431106100143	240	G-11
36	11-09-21	PC	Mecer	23247	IW250Z2303	240	G-11
37	11-09-21	PC	Mecer	17792	IW352Z0272	240	G-11
38	11-09-21	PC	Mecer	10296	IW751Z6761	240	G-11
39	11-09-21	PC	Mecer	17316	IW414Z1115	240	G-11
40	12-09-21	PC	Mecer	99154	IW753Z5176	240	G-11

41	12-09-21	PC	Mecer	23231	IW250Z1975	240	G-11
42	12-09-21	PC	Mecer	23139	IW315Z4804	240	G-11
43	12-09-21	PC	Mecer	17060	IW352Z0220	240	G-11
44	12-09-21	PC	Mecer	15600	IW118Z1251	240	G-11
45	12-09-21	PC	Mecer	16762	IW137Z3637	240	G-11
46	12-09-21	PC	Mecer	8361	IW752Z1369	240	G-11
47	12-09-21	PC	Mecer	16767	IW207Z0483	240	G-11
48	12-09-21	PC	Mecer	17449	IW409Z1065	240	G-11
49	12-09-21	PC	Mecer	16333	IW141Z5677	240	G-11
50	12-09-21	PC	Mecer	16364	IW141Z4252	240	G-11
51	12-09-21	PC	Mecer	10273	IW752Z5529	240	G-11
52	12-09-21	PC	Mecer	9702	IW753Z5292	240	G-11
53	12-09-21	PC	Mecer	18420	IW502Z2714	240	G-11

54	12-09-21	PC	Mecer	18120	IW502Z0415	240	G-11
55	12-09-21	PC	Mecer	15888	IW122Z1770	240	G-11
56	12-09-21	PC	Mecer	10609	IW852Z2051	240	G-11
57	12-09-21	PC	Mecer	22392	IW251Z0808	240	G-11
58	12-09-21	Monitor	Mecer	22294	VGA19531202061037	240	ABET
59	12-09-21	Monitor	Mecer	16957	VGA20551311042719	240	ABET
60	12-09-21	Monitor	Mecer	17245	VGA20551312171040	240	ABET
61	12-09-21	Monitor	Mecer	23147	VGA19541305130119	240	ABET
62	12-09-21	Monitor	Mecer	23274	VGA19531203181501	240	ABET
63	12-09-21	Monitor	Mecer	23107	VGA19541212210981	240	ABET
64	12-09-21	Monitor	Mecer	18121	VGA20551504071591	240	ABET
65	12-09-21	Monitor	Mecer	10658	845WMMA22R0507	240	ABET
66	12-09-21	Monitor	Mecer	8876	738UAYAZ2R0203	240	ABET
67	12-09-21	Monitor	Mecer	006462	617JHRK21K1281	240	ABET

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

68	12-09-21	Monitor	Mecer	008318	714RDYS2R1694	240	ABET
69	12-09-21	Monitor	Proline	11744	T12A2JA001451	240	ABET
70	12-09-21	Monitor	Proline	12037	T12A4JA001131	240	ABET
71	12-09-21	Monitor	Proline	12399	T12A5JA001052	240	ABET
72	12-09-21	Monitor	Proline	12089	T12A4JA000400	240	ABET
73	12-09-21	Monitor	Proline	6938	2596AJA059772	240	ABET
74	12-09-21	Monitor	LG	6862	701UXDM36850	240	ABET
75	12-09-21	CPU	Mecer	16907	IW352Z0462	240	ABET
76	12-09-21	CPU	Mecer	16113	IW131Z0218	240	ABET
77	12-09-21	CPU	Mecer	11040	IW904Z0496	240	ABET
78	12-09-21	CPU	Proline	12442	ETLM68910A1200407	240	ABET
79	12-09-21	CPU	Proline	11996	ETLM6891022400358	240	ABET
80	12-09-21	CPU	Proline	11964	ETLM6891080500884	240	ABET
81	12-09-21	Laptop	Dell Inspiron N5110	N/A	7Z96DR1	240	ABET

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

82	12-09-21	Laptop	Dell Latitude E7440	17205	17HWH12	240	ABET
83	12-09-21	Laptop	Dell Latitude E4300	11630	89W6P4J	240	ABET
84	12-09-21	Laptop	Dell Latitude E4200	11954	46DLN4J	240	ABET
85	12-09-21	Laptop	Dell Latitude E7240	17785	N/A	240	ABET
86	12-09-21	Laptop	Dell Latitude D630	8946	JJ24K3J	240	ABET
87	12-09-21	Laptop	Acer Travelmate	16315	LXV5K0300313509F43200	240	ABET
88	12-09-21	Printer	Brother HL-4050 CDN	10269	E64807L8J324663	240	ABET
89	12-09-21	Printer	Brother HL-4050 CDN	12044	E64917F0J485243	240	ABET
90	12-09-21	Printer	Brother HL-4150 CDN	16925	E68020M3J408627	240	ABET
91	12-09-21	Printer	Brother MFC-9440 CDN	10632	E64951L8J356980	240	ABET
92	12-09-21	Printer	Brother MFC-9460 CDN	16924	E69542M3J487981	240	ABET
93	12-09-21	Printer	Brother MFC-7420	8596	E63229E7J811616	240	ABET
94	12-09-21	Printer	Brother HL-3540 D	15808	E66817K0J791024	240	ABET
95	12-09-21	Printer	Brother HL-5440 D	18508	E71076D5N95178	240	ABET

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

96	12-09-21	Printer	Brother HL-5240	8558	E63658D7J954167	240	ABET
97	12-09-21	Printer	Brother HL-5240	9109	E63658C7J885735	240	ABET
98	12-09-21	Printer	Brother MFC 9440 CN	10635	E64951L8J356953	240	ABET
99	12-09-21	Printer	Brother HL-8050 N	5336	E26128B5W115212	240	ABET
100	12-09-21	Printer	Brother MFC-5860 CN	10207	E64699A7F464859	240	ABET
101	12-09-21	Printer	Bother MFC 5860 CN	9192	E64699A7F464710	240	ABET
102	12-09-21	Printer	Brother MFC-J6510	17800	E69822L2F507711	240	ABET
103	12-09-21	Laptop	SAHARA	N/A	84016	240	G-11
104	12-09-21	Laptop	LENOVO	N/A	27657	240	G-11
11	12-09-21	PC	Mecer	10733	IW906Z0199	240	G-11
106	12-09-21	PC	Mecer	8552	35589P0027	240	G-11
107	12-09-21	PC	Proline	12404	ETLM6891032200032	240	G-11
108	12-09-21	PC	Proline	11124	ETLM68909A0600232	240	G-11
109	12-09-21	Monitor	Mecer	23873	VGA22561703050613	240	G-11
110	12-09-21	Monitor	Mecer	17448	VGA205514088112185	240	G-11

111	12-09-21	Monitor	Mecer	23818	VGA22561702100303	240	G-11
112	12-09-21	Monitor	Mecer	9119	752VFGA22R0348	240	G-11
113	12-09-21	Monitor	Mecer	19224	VGA22561504201490	240	G-11
114	12-09-21	Monitor	Mecer	8598	738UAVYA22R0289	240	G-11
115	12-09-21	Monitor	Mecer	23287	VGA19531203181571	240	G-11
116	12-09-21	Monitor	Mecer	9186	752VFGA22R0921	240	G-11
117	12-09-21	Monitor	Mecer	9686	571VFGA22R0386	240	G-11
118	12-09-21	Monitor	Mecer	9758	751VFA22R0232	240	G-11
119	12-09-21	Monitor	Mecer	16140	VGA17031107021656	240	G-11
120	12-09-21	Monitor	Mecer	17054	VGA20551312041707	240	G-11
121	12-09-21	Monitor	Mecer	17322	VGA20551407160206	240	G-11
122	12-09-21	Monitor	Proline	11974	T12A3JA001672	240	G-11
123	12-09-21	Monitor	Proline	6467	25964JA051008	240	G-11
124	12-09-21	Monitor	LG	1955	910NDUNC9446	240	G-11
125	12-09-21	PC	Mecer	17055	IW402Z1364	240	G-11
126	12-09-21	Projector	Dell	7878	F3FK4C1	240	G-11
127	12-09-21	Projector	Acer	16244	EYK23010010300D935903	240	G-11

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

128	12-09-21	Projector	Acer	16240	EY/C70100107018C95901	240	G-11
129	12-09-21	Printer	Brother MFC J200	17469	E73186K4H372666	240	G-11
130	12-09-21	Printer	Brother HL 5240	6923	E63658M6J753187	240	G-11
131	12-09-21	Printer	Brother HL 5240	6422	E63658M6J282344	240	G-11
132	12-09-21	Printer	HP Laser Jet Pro MFP M28FDN	24184	BNBML3F5RK	240	G-11
133	12-09-21	Printer	HP Officejet 202	19525	N/A	240	G-11
134	12-09-21	Printer	HP Officejet 202	24208	N/A	240	G-11
135	12-09-21	Printer	HP Officejet 100	27674 DPSA	MY265821VQ	240	G-11
136	12-09-21	Monitor	Mecer	18425	VGA20551504071122	240	G-11
137	12-09-21	Monitor	Mecer	22749	VGA20551311042571	240	G-11
138	12-09-21	Monitor	Mecer	19461	VGA22561607200676	240	G-11
139	12-09-21	Printer	Brother HL 4150 CDN	22757	E68020M3J408852	240	G-11
140	12-09-21	Printer	Brother HL 4150 CDN	16339	E68020J1J212469	240	G-11
141	12-09-21	Printer	Brother HL 4150 CDN	15837	E68020FL1182075	240	G-11
142	12-09-21	Printer	Brother MFC 9970 CDN	17246	E69540CAJ496195	240	G-11
143	12-09-21	Printer	Bother MFC 8460N	7873	E64045E7J447880	240	G-11
144	12-09-21	Printer	Brother MFC 8370 DN	16163	E67061G1J781790	240	G-11

DISPOSAL OF THE OLD, REDUNDANT AND OBSOLETE COMPUTING EQUIPMENT THROUGH SALE (PUBLIC TENDER AND/OR AUCTION)

145	12-09-21	Printer	Brother MFC J200	19532	E73186K6H861716	240	G-11
146	12-09-21	Printer	Brother HL 5340D	12285	E66817F0J655747	240	G-11
147	12-09-21	Printer	Brother MFC 8460N	8875	E64045M7J592587	240	G-11
148	12-09-21	Printer	Brother MFC J200	17652	E73186C5H626935	240	G-11
149	12-09-21	Printer	Brother HL 5240	6859	E63658M6J752687	240	G-11

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	VA50/406	CLOSING DATE: 7 JUNE 2022	CLOSING TIME:	11:00	
DESCRIPTION	SERVICES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS,					
DR RUTH MOMPATI BUILDING					
260 JUSTICE MAHOMED STREET,					
SUNNYSIDE, PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS N RWAIRWAI, MS K MALEKA		CONTACT PERSON	Mmapula Lebele	
TELEPHONE NUMBER	012 444 9239/9243		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	khazeka.maleka@dhs.gov.za		E-MAIL ADDRESS	mmapula.lebele@dhs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
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 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: VA50/406

CLOSING TIME 11:00

CLOSING DATE 07/06/2022

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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BID VA49/748: SALE (DISPOSAL) OF BROKEN OBSOLETE ASSETS – IT EQUIPMENT – (APPROXIMATELY 214 ITEMS), AUDIO EQUIPMENTS (APPROXIMATELY 02 ITEMS) AND SECURITY EQUIPMENT FOR NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS: PRETORIA.

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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R.....
R.....
R.....
R.....
R.....

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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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.....
.....

R.....
R.....
R.....
R.....

..... days
..... days
..... days
..... days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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.....
.....

R.....
R.....
R.....
R.....

TOTAL: R.....

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

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

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

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the --

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, 240 JUSTICE MAHOMED STREET, GOVAN MBEKI HOUSE, SUNNYSIDE, PRETORIA, 0002

MS M HITGE / MS K MALEKA

Tel: 012 444 9239 or 012 444 9245

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to ~~exceed~~*not exceed* R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

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

Js General Conditions of Contract (revised July 2010)