****

 **(GPAA)**

**SCM**

***Standard Bid Document***

**Request for Proposal (RFP) sale of old**

**Office furniture at**

**Government Pensions Administration Agency (GPAA)**

**SBD1**

**INVITATION TO BID**

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| --- |
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT PENSIONS ADMINISTRATION AGENCY (GPAA) |

BID NUMBER: **GPAA 01/2017** CLOSING DATE: **17 February 2017**

CLOSING TIME: **11:00 am**

DESCRIPTION **Sale of old office** f**urniture.**

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| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT |

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT GPAA ADDRESSED TO:

**Government Pensions Administration (GPAA)**

34 HAMILTON STREET

ARCADIA

PRETORIA

0001

Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 8 hours a day between 08:00 to 16:30, Monday to Fridays.

# ALL BIDS MUST BE SUBMITTED WITH THE STANDARD FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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| --- |
| THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED) ALL STANADARD BIDDING DOCUMENT AS ATTACHED |

NAME OF BIDDER………………….…………………………………………………………………………………………………….....

POSTAL ADDRESS……………….………………………………………………………………………………………………………....

STREET ADDRESS……………………………….………………………………………………………………………………………....

TELEPHONE NUMBER CODE……………………….…NUMBER………………………………………………………......................

## CELLPHONE NUMBER……..……………………………………………………………………………………………………………….

FACSIMILE NUMBER CODE ………………….……….NUMBER………………..…………………………......................................

VAT REGISTRATION NUMBER ………………………………………………..…………………………………………………............

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2)?

YES/NO

SIGNATURE OF BIDDER …………………………….………………………………..….......

DATE………………………………………………………………………………………….......

CAPACITY UNDER WHICH THIS BID IS SIGNED………………………..….....................

**SBD3.1**

**PRICING SCHEDULE – FIRM PRICES**

## 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: **GPAA 01/2017** Closing Time **11:00am on Friday, 17 February 2017** |

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

|  |  |  |  |
| --- | --- | --- | --- |
| **NO.** | **ASSET DESCRIPTION** | **BARCODE** | **OFFER VALUE** |
| 1 | Drawer | 00000044 GPAA | R |
| 2 | Chair | 00000681 GPAA | R |
| 3 | Cabinet | 00000962 GPAA | R |
| 4 | Chair | 00001141 GPAA | R |
| 5 | Filing cabinet | 00001143 GPAA | R |
| 6 | Chair | 00001180 GPAA | R |
| 7 | Steel drawer | 00001207 GPAA | R |
| 8 | Steel drawer | 00001208 GPAA | R |
| 9 | Steel drawer | 00001238 GPAA | R |
| 10 | Trolley | 00001264 GPAA | R |
| 11 | Table | 00001349 GPAA | R |
| 12 | Steel cabinet | 00001424 GPAA | R |
| 13 | Chair | 00001459 GPAA | R |
| 14 | Table | 00001477 GPAA | R |
| 15 | Steel cabinet | 00001488 GPAA | R |
| 16 | Steel cabinet | 00001489 GPAA | R |
| 17 | Table | 00001491 GPAA | R |
| 18 | Table | 00001495 GPAA | R |
| 19 | Chair | 00001506 GPAA | R |
| 20 | Table | 00001507 GPAA | R |
| 21 | Steel drawer | 00001509 GPAA | R |
| 22 | Table | 00001531 GPAA | R |
| 23 | Chair | 00001574 GPAA | R |
| 24 | Table | 00001580 GPAA | R |
| 25 | Cabinet | 00001596 GPAA | R |
| 26 | Chair | 00001658 GPAA | R |
| 27 | Cabinet | 00001671 GPAA | R |
| 28 | Table | 00001679 GPAA | R |
| 29 | Credenzer | 00001688 GPAA | R |
| 30 | Cabinet | 00001689 GPAA | R |
| 31 | Screen divider | 00001690 GPAA | R |
| 32 | Screen divider | 00001691 GPAA | R |
| 33 | Table | 00001693 GPAA | R |
| 34 | Drawer | 00001695 GPAA | R |
| 35 | Cabinet | 00001704 GPAA | R |
| 36 | Cabinet | 00001720 GPAA | R |
| 37 | Table | 00001726 GPAA | R |
| 38 | Chair | 00001732 GPAA | R |
| 39 | Chair | 00001733 GPAA | R |
| 40 | Chair | 00001768 GPAA | R |
| 41 | Chair | 00001770 GPAA | R |
| 42 | Table | 00001779 GPAA | R |
| 43 | Cabinet | 00001806 GPAA | R |
| 44 | Cabinet | 00001808 GPAA | R |
| 45 | Chair | 00001818 GPAA | R |
| 46 | Chair | 00001819 GPAA | R |
| 47 | Chair | 00001820 GPAA | R |
| 48 | Chair | 00001821 GPAA | R |
| 49 | Round table | 00001822 GPAA | R |
| 50 | Steel cabinet | 00001831 GPAA | R |
| 51 | Steel cabinet | 00001833 GPAA | R |
| 52 | Cabinet | 00001835 GPAA | R |
| 53 | Table | 00001836 GPAA | R |
| 54 | Computer stand | 00001838 GPAA | R |
| 55 | Chair | 00001852 GPAA | R |
| 56 | Credenzer | 00001853 GPAA | R |
| 57 | Screen divider | 00001858 GPAA | R |
| 58 | Chair | 00001878 GPAA | R |
| 59 | Filing tray | 00001882 GPAA | R |
| 60 | Chair | 00001896 GPAA | R |
| 61 | Filing tray | 00001901 GPAA | R |
| 62 | Filing tray | 00001927 GPAA | R |
| 63 | Foot rest | 00001928 GPAA | R |
| 64 | Filing tray | 00001932 GPAA | R |
| 65 | Chair | 00001945 GPAA | R |
| 66 | Chair | 00001946 GPAA | R |
| 67 | Credenzer | 00001978 GPAA | R |
| 68 | Table | 00001986 GPAA | R |
| 69 | Screen divider | 00001991 GPAA | R |
| 70 | Chair | 00001994 GPAA | R |
| 71 | Office table | 00001995 GPAA | R |
| 72 | Credenzer | 00001996 GPAA | R |
| 73 | Credenzer | 00002001 GPAA | R |
| 74 | Credenzer | 00002004 GPAA | R |
| 75 | Office table | 00002009 GPAA | R |
| 76 | Table | 00002015 GPAA | R |
| 77 | Credenzer | 00002021 GPAA | R |
| 78 | Cabinet | 00002028 GPAA | R |
| 79 | Chair | 00002034 GPAA | R |
| 80 | Chair | 00002035 GPAA | R |
| 81 | Chair | 00002036 GPAA | R |
| 82 | Chair | 00002037 GPAA | R |
| 83 | Table | 00002038 GPAA | R |
| 84 | Cabinet | 00002046 GPAA | R |
| 85 | Cabinet | 00002049 GPAA | R |
| 86 | Chair | 00002370 GPAA | R |
| 87 | Chair | 00002423 GPAA | R |
| 88 | Chair | 00002435 GPAA | R |
| 89 | Airport chair | 00002505 GPAA | R |
| 90 | Chair | 00002548 GPAA | R |
| 91 | Chair | 00002584 GPAA | R |
| 92 | Bar fridge | 00002679 GPAA | R |
| 93 | Chair | 00002691 GPAA | R |
| 94 | Chair | 00002693 GPAA | R |
| 95 | Table | 00002766 GPAA | R |
| 96 | Table | 00002827 GPAA | R |
| 97 | Table | 00002849 GPAA | R |
| 98 | Shredder | 00002859 GPAA | R |
| 99 | Shredding machine?? | 00002899 GPAA | R |
| 100 | Chair | 00002915 GPAA | R |
| 101 | Chair | 00002916 GPAA | R |
| 102 | Chair | 00002918 GPAA | R |
| 103 | Chair | 00002924 GPAA | R |
| 104 | Chair | 00002927 GPAA | R |
| 105 | Filing tray | 00003079 GPAA | R |
| 106 | Chair | 00003135 GPAA | R |
| 107 | Chair | 00003151 GPAA | R |
| 108 | Chair | 00003163 GPAA | R |
| 109 | Chair | 00003187 GPAA | R |
| 110 | Chair | 00003202 GPAA | R |
| 111 | Chair | 00003226 GPAA | R |
| 112 | Table | 00003230 GPAA | R |
| 113 | Chair | 00003232 GPAA | R |
| 114 | Chair | 00003232 GPAA | R |
| 115 | Chair | 00003260 GPAA | R |
| 116 | Chair | 00003314 GPAA | R |
| 117 | Table | 00003335 GPAA | R |
| 118 | Credenzer | 00003420 GPAA | R |
| 119 | Table | 00003514 GPAA | R |
| 120 | Chair | 00003533 GPAA | R |
| 121 | Table | 00003538 GPAA | R |
| 122 | Table | 00003577 GPAA | R |
| 123 | Table | 00003705 GPAA | R |
| 124 | Urn | 00003776 GPAA | R |
| 125 | Chair | 00003926 GPAA | R |
| 126 | Chair | 00003990 GPAA | R |
| 127 | Chair | 00004069 GPAA | R |
| 128 | Chair | 00004102 GPAA | R |
| 129 | Chair | 00004125 GPAA | R |
| 130 | Chair | 00004139 GPAA | R |
| 131 | Chair | 00004161 GPAA | R |
| 132 | Chair | 00004181 GPAA | R |
| 133 | Steel cabinet | 00004256 GPAA | R |
| 134 | Steel cabinet | 00004257 GPAA | R |
| 135 | Steel cabinet | 00004259 GPAA | R |
| 136 | Steel cabinet | 00004261 GPAA | R |
| 137 | Steel cabinet | 00004262 GPAA | R |
| 138 | Steel cabinet | 00004263 GPAA | R |
| 139 | Steel cabinet | 00004264 GPAA | R |
| 140 | Steel cabinet | 00004265 GPAA | R |
| 141 | Steel cabinet | 00004266 GPAA | R |
| 142 | Steel cabinet | 00004267 GPAA | R |
| 143 | Steel locker | 00004272 GPAA | R |
| 144 | Steel cabinet | 00004273 GPAA | R |
| 145 | Steel cabinet | 00004274 GPAA | R |
| 146 | Steel cabinet | 00004277 GPAA | R |
| 147 | Steel cabinet | 00004290 GPAA | R |
| 148 | Steel cabinet | 00004291 GPAA | R |
| 149 | Steel cabinet | 00004292 GPAA | R |
| 150 | Steel cabinet | 00004293 GPAA | R |
| 151 | Steel cabinet | 00004294 GPAA | R |
| 152 | Steel cabinet | 00004295 GPAA | R |
| 153 | Cabinet | 00004296 GPAA | R |
| 154 | Cabinet | 00004297 GPAA | R |
| 155 | Chair | 00004298 GPAA | R |
| 156 | Filing cabinet | 00004310 GPAA | R |
| 157 | Coat hanger | 00004315 GPAA | R |
| 158 | Office table | 00004317 GPAA | R |
| 159 | Credenzer | 00004326 GPAA | R |
| 160 | Chair | 00004327 GPAA | R |
| 161 | Cabinet | 00004329 GPAA | R |
| 162 | Filing cabinet | 00004331 GPAA | R |
| 163 | Filing cabinet | 00004332 GPAA | R |
| 164 | Cabinet | 00004334 GPAA | R |
| 165 | cabinet | 00004336 GPAA | R |
| 166 | Wood cabinet | 00004337 GPAA | R |
| 167 | Chair | 00004339 GPAA | R |
| 168 | Credenzer | 00004340 GPAA | R |
| 169 | Steel cabinet | 00004350 GPAA | R |
| 170 | Screen divider | 00004356 GPAA | R |
| 171 | Screen divider | 00004362 GPAA | R |
| 172 | Chair | 00004369 GPAA | R |
| 173 | Chair | 00004371 GPAA | R |
| 174 | Office table | 00004374 GPAA | R |
| 175 | Screen divider | 00004383 GPAA | R |
| 176 | Screen divider | 00004388 GPAA | R |
| 177 | Credenzer | 00004390 GPAA | R |
| 178 | Table | 00004391 GPAA | R |
| 179 | Chair | 00004401 GPAA | R |
| 180 | Chair | 00004409 GPAA | R |
| 181 | Office table | 00004410 GPAA | R |
| 182 | Office table | 00004416 GPAA | R |
| 183 | Screen divider | 00004420 GPAA | R |
| 184 | Office table | 00004427 GPAA | R |
| 185 | Screen divider | 00004429 GPAA | R |
| 186 | Filing cabinet | 00004432 GPAA | R |
| 187 | Chair | 00004433 GPAA | R |
| 188 | Table | 00004434 GPAA | R |
| 189 | Table | 00004450 GPAA | R |
| 190 | Chair | 00004452 GPAA | R |
| 191 | Drawer | 00004459 GPAA | R |
| 192 | Credenzer | 00004460 GPAA | R |
| 193 | Chair | 00004461 GPAA | R |
| 194 | Table | 00004479 GPAA | R |
| 195 | Table | 00004480 GPAA | R |
| 196 | Screen divider | 00004486 GPAA | R |
| 197 | Screen divider | 00004493 GPAA | R |
| 198 | Table | 00004499 GPAA | R |
| 199 | Chair | 00004500 GPAA | R |
| 200 | Credenzer | 00004501 GPAA | R |
| 201 | Table | 00004506 GPAA | R |
| 202 | Credenzer | 00004515 GPAA | R |
| 203 | Chair | 00004522 GPAA | R |
| 204 | Office table | 00004523 GPAA | R |
| 205 | Office table | 00004531 GPAA | R |
| 206 | Screen divider | 00004533 GPAA | R |
| 207 | Screen divider | 00004546 GPAA | R |
| 208 | Office table | 00004553 GPAA | R |
| 209 | Screen divider | 00004556 GPAA | R |
| 210 | Chair | 00004561 GPAA | R |
| 211 | Chair | 00004563 GPAA | R |
| 212 | Office table | 00004566 GPAA | R |
| 213 | Chair | 00004572 GPAA | R |
| 214 | Office table | 00004573 GPAA | R |
| 215 | Screen divider | 00004574 GPAA | R |
| 216 | Office table | 00004577 GPAA | R |
| 217 | Office table | 00004580 GPAA | R |
| 218 | Credenzer | 00004585 GPAA | R |
| 219 | Credenzer | 00004599 GPAA | R |
| 220 | Office table | 00004608 GPAA | R |
| 221 | Screen divider | 00004612 GPAA | R |
| 222 | Screen divider | 00004619 GPAA | R |
| 223 | Table | 00004623 GPAA | R |
| 224 | Office table | 00004633 GPAA | R |
| 225 | Credenzer | 00004636 GPAA | R |
| 226 | Filing tray | 00004638 GPAA | R |
| 227 | Table | 00004645 GPAA | R |
| 228 | Cabinet | 00004650 GPAA | R |
| 229 | Cabinet | 00004651 GPAA | R |
| 230 | Table | 00004654 GPAA | R |
| 231 | Chair | 00004660 GPAA | R |
| 232 | Cabinet | 00004666 GPAA | R |
| 233 | Chair | 00004667 GPAA | R |
| 234 | Table | 00004670 GPAA | R |
| 235 | Table | 00004673 GPAA | R |
| 236 | Chair | 00004675 GPAA | R |
| 237 | Chair | 00004676 GPAA | R |
| 238 | Credenzer | 00004691 GPAA | R |
| 239 | Table | 00004705 GPAA | R |
| 240 | Office table | 00004716 GPAA | R |
| 241 | Office table | 00004717 GPAA | R |
| 242 | Screen divider | 00004720 GPAA | R |
| 243 | Credenzer | 00004722 GPAA | R |
| 244 | Cabinet | 00004723 GPAA | R |
| 245 | Chair | 00004730 GPAA | R |
| 246 | Office table | 00004735 GPAA | R |
| 247 | Screen divider | 00004738 GPAA | R |
| 248 | Screen divider | 00004741 GPAA | R |
| 249 | Office table | 00004744 GPAA | R |
| 250 | Table | 00004750 GPAA | R |
| 251 | Credenzer | 00004753 GPAA | R |
| 252 | Office table | 00004754 GPAA | R |
| 253 | Chair | 00004755 GPAA | R |
| 254 | Office table | 00004760 GPAA | R |
| 255 | Chair | 00004770 GPAA | R |
| 256 | Screen divider | 00004772 GPAA | R |
| 257 | Office table | 00004773 GPAA | R |
| 258 | Screen divider | 00004775 GPAA | R |
| 259 | Credenzer | 00004776 GPAA | R |
| 260 | Credenzer | 00004783 GPAA | R |
| 261 | Office table | 00004785 GPAA | R |
| 262 | Drawer | 00004788 GPAA | R |
| 263 | Office table | 00004796 GPAA | R |
| 264 | Chair | 00004797 GPAA | R |
| 265 | Credenzer | 00004799 GPAA | R |
| 266 | Table | 00004803 GPAA | R |
| 267 | Table | 00004836 GPAA | R |
| 268 | Chair | 00004900 GPAA | R |
| 269 | Chair | 00004918 GPAA | R |
| 270 | Chair | 00005080 GPAA | R |
| 271 | Chair | 00005235 GPAA | R |
| 272 | Chair | 00005277 GPAA | R |
| 273 | Table | 00005290 GPAA | R |
| 274 | Screen divider | 00005335 GPAA | R |
| 275 | Chair | 00005372 GPAA | R |
| 276 | Chair | 00005457 GPAA | R |
| 277 | Chair | 00005556 GPAA | R |
| 278 | Steel cabinet | 00005951 GPAA | R |
| 279 | Chair | 00005992 GPAA | R |
| 280 | Vacuum cleaner | 00005996 GPAA | R |
| 281 | Table | 00006128 GPAA | R |
| 282 | Table | 00006251 GPAA | R |
| 283 | Cabinet | 00006290 GPAA | R |
| 284 | Table | 00006413 GPAA | R |
| 285 | Table | 00006420 GPAA | R |
| 286 | Chair | 00006509 GPAA | R |
| 287 | Filling cabine | 00007022 GPAA | R |
| 288 | Cabinet | 00007025 GPAA | R |
| 289 | Drawer | 00007036 GPAA | R |
| 290 | Drawer | 00007041 GPAA | R |
| 291 | Credenzer | 00007050 GPAA | R |
| 292 | Cabinet | 00007051 GPAA | R |
| 293 | Drawer | 00007053 GPAA | R |
| 294 | Drawer | 00007054 GPAA | R |
| 295 | Cabinet | 00007056 GPAA | R |
| 296 | Hat / coat hanger | 00007061 GPAA | R |
| 297 | Table | 00007070 GPAA | R |
| 298 | Drawer | 00007071 GPAA | R |
| 299 | Drawer | 00007072 GPAA | R |
| 300 | Chair | 00007080 GPAA | R |
| 301 | Chair | 00007095 GPAA | R |
| 302 | Small table | 00007102 GPAA | R |
| 303 | Buffing machine | 00007113 GPAA | R |
| 304 | Chair | 00007147 GPAA | R |
| 305 | Table | 00007180 GPAA | R |
| 306 | Table | 00007188 GPAA | R |
| 307 | Table | 00007189 GPAA | R |
| 308 | Chair | 00007192 GPAA | R |
| 309 | Chair | 00007207 GPAA | R |
| 310 | Chair | 00007215 GPAA | R |
| 311 | Table | 00007216 GPAA | R |
| 312 | Drawer | 00007217 GPAA | R |
| 313 | Table | 00007218 GPAA | R |
| 314 | Drawer | 00007222 GPAA | R |
| 315 | Cabinet | 00007236 GPAA | R |
| 316 | Table | 00007240 GPAA | R |
| 317 | Cabinet | 00007243 GPAA | R |
| 318 | Drawer | 00007247 GPAA | R |
| 319 | Chair | 00007260 GPAA | R |
| 320 | Chair | 00007263 GPAA | R |
| 321 | Chair | 00007264 GPAA | R |
| 322 | Credenzer | 00007309 GPAA | R |
| 323 | Chair | 00007317 GPAA | R |
| 324 | Drawer | 00007343 GPAA | R |
| 325 | Chair | 00007350 GPAA | R |
| 326 | Chair | 00007357 GPAA | R |
| 327 | Table | 00007364 GPAA | R |
| 328 | Chair | 00007384 GPAA | R |
| 329 | Screen divider | 00007385 GPAA | R |
| 330 | Screen divider | 00007386 GPAA | R |
| 331 | Table | 00007392 GPAA | R |
| 332 | Cabinet | 00007395 GPAA | R |
| 333 | Cabinet | 00007402 GPAA | R |
| 334 | Drawer | 00007406 GPAA | R |
| 335 | Computer stand | 00007407 GPAA | R |
| 336 | Table | 00007419 GPAA | R |
| 337 | Chair | 00007420 GPAA | R |
| 338 | Drawer | 00007434 GPAA | R |
| 339 | Chair | 00007435 GPAA | R |
| 340 | Chair | 00007447 GPAA | R |
| 341 | Table | 00007448 GPAA | R |
| 342 | Chair | 00007460 GPAA | R |
| 343 | Chair | 00007468 GPAA | R |
| 344 | Table | 00007473 GPAA | R |
| 345 | Chair | 00007475 GPAA | R |
| 346 | Table | 00007488 GPAA | R |
| 347 | Cabinet | 00007554 GPAA | R |
| 348 | Chair | 00007565 GPAA | R |
| 349 | Table | 00007603 GPAA | R |
| 350 | Table | 00007701 GPAA | R |
| 351 | Chair | 00007770 GPAA | R |
| 352 | Chair | 00007826 GPAA | R |
| 353 | Cabinet | 00007849 GPAA | R |
| 354 | Chair | 00007911 GPAA | R |
| 355 | Chair | 00007976 GPAA | R |
| 356 | Microwave | 00008076 GPAA | R |
| 357 | Table | 00008334 GPAA | R |
| 358 | Chair | 00008360 GPAA | R |
| 359 | Chair | 00008457 GPAA | R |
| 360 | Chair | 00008556 GPAA | R |
| 361 | Table | 00008623 GPAA | R |
| 362 | Small table | 00008631 GPAA | R |
| 363 | Chair | 00008633 GPAA | R |
| 364 | Table | 00008638 GPAA | R |
| 365 | Microwave | 00008721 GPAA | R |
| 366 | Chair | 00008745 GPAA | R |
| 367 | Chair | 00008782 GPAA | R |
| 368 | Chair | 00008822 GPAA | R |
| 369 | Chair | 00008867 GPAA | R |
| 370 | Chair | 00008894 GPAA | R |
| 371 | Chair | 00008999 GPAA | R |
| 372 | Table | 00009066 GPAA | R |
| 373 | Steel cabinet | 00009107 GPAA | R |
| 374 | Chair | 00009120 GPAA | R |
| 375 | Table | 00009211 GPAA | R |
| 376 | Cabinet | 00009234 GPAA | R |
| 377 | Table | 00009248 GPAA | R |
| 378 | Filing cabinet | 00009276 GPAA | R |
| 379 | Filing cabinet | 00009277 GPAA | R |
| 380 | Cabinet | 00009286 GPAA | R |
| 381 | Chair | 00009287 GPAA | R |
| 382 | Hat/ Coat hanger | 00009289 GPAA | R |
| 383 | Credenzer | 00009294 GPAA | R |
| 384 | Chair | 00009296 GPAA | R |
| 385 | Chair | 00009331 GPAA | R |
| 386 | Chair | 00009349 GPAA | R |
| 387 | Chair | 00009375 GPAA | R |
| 388 | Chair | 00009376 GPAA | R |
| 389 | Chair | 00009382 GPAA | R |
| 390 | Chair | 00009383 GPAA | R |
| 391 | Chair | 00009389 GPAA | R |
| 392 | Chair | 00009391 GPAA | R |
| 393 | Table | 00009472 GPAA | R |
| 394 | Chair | 00009534 GPAA | R |
| 395 | Chair | 00009535 GPAA | R |
| 396 | Table | 00009536 GPAA | R |
| 397 | Table | 00009586 GPAA | R |
| 398 | Table | 00009625 GPAA | R |
| 399 | Cabinet | 00009626 GPAA | R |
| 400 | Steel cabinet | 00009671 GPAA | R |
| 401 | Steel cabinet | 00009679 GPAA | R |
| 402 | Table | 00009903 GPAA | R |
| 403 | Chair | 00009943 GPAA | R |
| 404 | Air conditioner | 00009952 GPAA | R |
| 405 | Chair | 00010029 GPAA | R |
| 406 | Table | 00010095 GPAA | R |
| 407 | Table | 00010164 GPAA | R |
| 408 | Table | 00010169 GPAA | R |
| 409 | Chair | 00010177 GPAA | R |
| 410 | Chair | 00010180 GPAA | R |
| 411 | Chair | 00010183 GPAA | R |
| 412 | Chair | 00010186 GPAA | R |
| 413 | Chair | 00010188 GPAA | R |
| 414 | Table | 00010190 GPAA | R |
| 415 | Chair | 00010194 GPAA | R |
| 416 | Chair | 00010208 GPAA | R |
| 417 | Table | 00010212 GPAA | R |
| 418 | Cabinet | 00010451 GPAA | R |
| 419 | White board | 00010485 GPAA | R |
| 420 | Cabinet | 00010500 GPAA | R |
| 421 | Chair | 00010652 GPAA | R |
| 422 | White board | 00010657 GPAA | R |
| 423 | Air conditioner | 00010693 GPAA | R |
| 424 | Air conditioner | 00010710 GPAA | R |
| 425 | Chair | 00010758 GPAA | R |
| 426 | Chair | 00010799 GPAA | R |
| 427 | Air conditioner | 00010873 GPAA | R |
| 428 | Vacuum cleaner | 00011073 GPAA | R |
| 429 | Chair | 00011156 GPAA | R |
| 430 | Chair | 00011168 GPAA | R |
| 431 | Chair | 00011182 GPAA | R |
| 432 | Office table | 00011344 GPAA | R |
| 433 | Chair | 00011403 GPAA | R |
| 434 | Urn | 00011541 GPAA | R |
| 435 | Chair | 00011576 GPAA | R |
| 436 | Chair | 00014430 GPAA | R |
| 437 | Chair | 00014485 GPAA | R |
| 438 | Chair | 00014639 GPAA | R |
| 439 | Office table | 00014645 GPAA | R |
| 440 | Office table | 00014650 GPAA | R |
| 441 | Office table | 00014654 GPAA | R |
| 442 | Office table | 00014655 GPAA | R |
| 443 | Office table | 00014659 GPAA | R |
| 444 | Office table | 00014660 GPAA | R |
| 445 | Steel cabinet | 00014662 GPAA | R |
| 446 | Sofa | 00014665 GPAA | R |
| 447 | Chair | 00014687 GPAA | R |
| 448 | Filing tray | 00014753 GPAA | R |
| 449 | Microwave oven | 00015041 GPAA | R |
| 450 | Table | 00015128 GPAA | R |
| 451 | Chair | 00015166 GPAA | R |
| 452 | Table | 00015178 GPAA | R |
| 453 | Chair | 00015196 GPAA | R |
| 454 | Table | 00015199 GPAA | R |
| 455 | Suggestion box | 00015200 GPAA | R |
| 456 | Table | 00015202 GPAA | R |
| 457 | Drawer | 00015203 GPAA | R |
| 458 | Chair | 00015205 GPAA | R |
| 459 | Chair | 00015210 GPAA | R |
| 460 | Screen divider | 00015217 GPAA | R |
| 461 | Screen divider | 00015219 GPAA | R |
| 462 | Chair | 00015221 GPAA | R |
| 463 | Table | 00015229 GPAA | R |
| 464 | Drawer | 00015232 GPAA | R |
| 465 | Drawer | 00015234 GPAA | R |
| 466 | Vacuum cleaner | 00015266 GPAA | R |
| 467 | Table | 00015286 GPAA | R |
| 468 | Screen divider | 00015305 GPAA | R |
| 469 | Chair | 00015367 GPAA | R |
| 470 | Chair | 00016074 GPAA | R |
| 471 | Screen divider | 00016297 GPAA | R |
| 472 | Table | 00016298 GPAA | R |
| 473 | Chair | 00016318 GPAA | R |
| 474 | Chair | 00016354 GPAA | R |
| 475 | Water cooler | 00017865 GPAA | R |
| 476 | Screen divider | 00021554 GPAA | R |
| 477 | Urn | 00021862 GPAA | R |
| 478 | Chair | 00023221 GPAA | R |
| 479 | Air conditioner | 00023491 GPAA | R |
| 480 | Table | 00000705 GPAA | R |
| 481 | Table | 00000724 GPAA | R |
| 482 | Credenzer | 00000835 GPAA | R |
| 483 | White board | 00000974 GPAA | R |
| 484 | Table | 00000981 GPAA | R |
| 485 | Vacuum cleaner | 00000281 GPAA | R |
| 486 | Drawer | 00004537 GPAA | R |
| 487 | Screen divider | 00016297 GPAA | R |
| 488 | Chair | 00016318 GPAA | R |
| 489 | Screen divider | 00001690 GPAA | R |
| 490 | Filing trolley | 00001813 GPAA | R |
| 491 | Table | 00001836 GPAA | R |
| 492 | Filing cabinet | 00001932 GPAA | R |
| 493 | Screen divider | 00001991 GPAA | R |
| 494 | Chair | 00002448 GPAA | R |
| 495 | Chair | 00003151 GPAA | R |
| 496 | Chair | 00000481 GPAA | R |
| 497 | Chair | 00005080 GPAA | R |
| 498 | Chair | 00005235 GPAA | R |
| 499 | Screen divider | 00005335 GPAA | R |
| 500 | Chair | 00005556 GPAA | R |
| 501 | Computer stand | 00007102 GPAA | R |
| 502 | Table | 00007248 GPAA | R |
| 503 | Table | 00007390 GPAA | R |
| 504 | Table | 00007479 GPAA | R |
| 505 | Table | 00004068 GPAA | R |
| 506 | Steel cabinet | 00002254 GPAA | R |
| 507 | Cabinet | 00001118 GPAA | R |
| 508 | Credenzer | 00001471 GPAA | R |
| 509 | Table | 00006410 GPAA | R |
| 510 | Table | 00001795 GPAA | R |
| 511 | Table | 00001565 GPAA | R |
| 512 | Table | 00004464 GPAA | R |
| 513 | Vacuum cleaner | 00011155 GPAA | R |
| 514 | Drawer | 00014640 GPAA | R |
| 515 | Drawer | 00004457 GPAA | R |
| 516 | Drawer | 00004444 GPAA | R |
| 517 | Drawer | 00004497 GPAA | R |
| 518 | Drawer | 00004353 GPAA | R |
| 519 | Drawer | 00014658 GPAA | R |
| 520 | Drawer | 00004470 GPAA | R |
| 521 | Drawer | 00006657 GPAA | R |
| 522 | Drawer | 00006545 GPAA | R |
| 523 | Drawer | 00016584 GPAA | R |
| 524 | Drawer | 00016596 GPAA | R |
| 525 | Credenza | 00006295 GPAA | R |
| 526 | Wood cabinet | 00004459 GPAA | R |
| 527 | Urn | 00007334 GPAA | R |
| 528 | Table | 00006287 GPAA | R |
| 529 | Table | 00010491 GPAA | R |
| 530 | Table | 00006636 GPAA | R |
| 531 | Table | 00002131 GPAA | R |
| 532 | Table | 00001592 GPAA | R |
| 533 | Filing tray | 00000452 GPAA | R |
| 534 | Chair | 00002000 GPAA | R |
| 535 | Chair | 00008114 GPAA | R |
| 536 | Chair | 00005095 GPAA | R |
| 537 | Chair | 00019416 GPAA | R |
| 538 | Chair | 00002389 GPAA | R |
| 539 | Cabinet | 00000739 GPAA | R |
| 540 | Cabinet | 00008582 GPAA | R |
| 541 | Cabinet | 00010450 GPAA | R |
| 542 | Office table | 00004568 GPAA | R |
| 543 | Steel shelf | 00001813 GPAA | R |
| 544 | Credenzer | 00002039 GPAA | R |
| 545 | Table | 00012461 GPAA | R |
| 546 | Lawn mower | no barcode | R |
| 547 | Lawn mower | no barcode | R |
| 548 | Table | no barcode | R |
| 549 | Screen divider | no barcode | R |
| 550 | Screen divider | no barcode | R |
| 551 | Table | no barcode | R |
| 552 | Air conditioner | no barcode | R |
| 553 | Chair | no barcode | R |
| 554 | Computer stand | no barcode | R |
| 555 | Filing cabinet | no barcode | R |
| 556 | Filing tray | no barcode | R |
| 557 | Filing tray | no barcode | R |
| 558 | Screen divider | no barcode | R |
| 559 | Screen divider | no barcode | R |
| 560 | Vacuum cleaner | no barcode | R |
| 561 | Chair | no barcode | R |
| 562 | Table | no barcode | R |
| 563 | Ottoman  | 00009157 GPAA | R |
| 564 | Hat / coat hanger | 00007098 GPAA | R |
| 565 | Filing tray | 00003071 GPAA | R |
| 566 | Round table | 00002509 GPAA | R |
| 567 | Table | 00016254 GPAA | R |
| 568 | Chair | 00001395 | R |
| 569 | Round table | 00007771 | R |
| 570 | Table | 00006796 | R |
| 571 | Table | 00023494 | R |
| 572 | Microwave oven | 00017468 | R |
| 573 | Table | 00012324 | R |
| 574 | Screen divider | 00017357 | R |
| 575 | Table | 00018554 | R |
| 576 | Table | 00011414 | R |
| 577 | Table | 00011371 | R |
| 578 | Screen divider | 00019796 | R |
| 579 | Table leg | 00019891 | R |
| 580 | Table | 00011931 | R |
| 581 | Cabinet | 00007655 | R |
| 582 | Chair | 00019657 | R |
| 583 | Chair | 00020446 | R |
| 584 | Chair | 00020853 | R |
| 585 | Chair | 00020852 | R |
| 586 | Screen divider | 00014093 | R |
| 587 | Office table | 00005391 | R |
| 588 | Office table | 00005186 | R |
| 589 | Screen divider | 00005223 | R |
| 590 | Table | 00006055 | R |
| 591 | Table | 00005440 | R |
| 592 | Table | 00006779 | R |
| 593 | Table | 00014068 | R |
| 594 | Cabinet door | 00005396 | R |
| 595 | Office table | 00005342 | R |
| 596 | Screen divider | 00009677 | R |
| 597 | Office table | 00005123 | R |
| 598 | Buffing machine | 00001014 | R |
| 599 | Vacuum cleaner | 00001014 | R |
| 600 | Chair | 00004595 | R |
| 601 | Office table | 00005377 | R |
| 602 | Cabinet | 00022796 | R |
| 603 | Drawer | 00021576 | R |
| 604 | Cabinet | 00010308 | R |
| 605 | Cabinet | 00005380 | R |
| 606 | Chair | 00018643 | R |
| 607 | Chair | 00006775 | R |
| 608 | Chair | 00003589 | R |
| 609 | Chair | 00003951 | R |
| 610 | Chair | 00003589 | R |
| 611 | Chair | 00010686 | R |
| 612 | Chair | 00006668 | R |
| 613 | Credenzer | 00012242 | R |
| 614 | Drawer | 00023623 | R |
| 615 | Drawer | 00016570 | R |
| 616 | Office table | 00005363 | R |
| 617 | Office table | 00005190 | R |
| 618 | Office table | 00005275 | R |
| 619 | Office table | 00005281 | R |
| 620 | Office table | 00005144 | R |
| 621 | Office table | 00005180 | R |
| 622 | Office table | 00005337 | R |
| 623 | Office table | 00005348 | R |
| 624 | Office table | 00005407 | R |
| 625 | Office table | 00005115 | R |
| 626 | Office table | 00005369 | R |
| 627 | Screen divider | 00014488 | R |
| 628 | Screen divider | 00005459 | R |
| 629 | Shredding machine | 00014616 | R |
| 630 | Table | 00007510 | R |
| 631 | Table | 00006769 | R |
| 632 | Table | 00010686 | R |
| 633 | Table | 00013593 | R |
| 634 | Table | 00004822 | R |
| 635 | Table | 00013593 | R |
| 636 | Table | 00012128 | R |
| 637 | Table | 00005339 | R |
| 638 | Table | 00005429 | R |
| 639 | Table | 00005424 | R |
| 640 | Table | 00005445 | R |
| 641 | Table | 00005419 | R |
| 642 | Table | 00004195 | R |
| 643 | Table | 00005495 | R |
| 644 | Table | 00005498 | R |
| 645 | Table | 00005240 | R |
| 646 | Vacuum cleaner | 00002873 | R |
| 647 | Chair | 00024705 | R |
| 648 | Chair | 00007906 | R |
| 649 | Chair | 00010607 | R |
| 650 | Credenzer | 00010930 | R |
| 651 | Trolley | 00008719 GPAA | R |
| 652 | Table | 00000475 GPAA | R |
| 653 | Steel locker | 00000477 GPAA | R |
| 654 | Chair | 00000480 GPAA | R |
| 655 | Air conditioner | 00000508 GPAA | R |
| 656 | Chair | 00000932 GPAA | R |
| 657 | Chair | 00001340 GPAA | R |
| 658 | Drawer | 00001551 GPAA | R |
| 659 | Cabinet | 00001811 GPAA | R |
| 660 | Steel drawer | 00001828 GPAA | R |
| 661 | Steel drawer | 00001828 GPAA | R |
| 662 | Steel drawer | 00002756 GPAA | R |
| 663 | Chair | 00003043 GPAA | R |
| 664 | Chair | 00003044 GPAA | R |
| 665 | Chair | 00003045 GPAA | R |
| 666 | Table | 00003046 GPAA | R |
| 667 | Chair | 00003832 GPAA | R |
| 668 | Filing cabinet | 00004309 GPAA | R |
| 669 | Chair | 00004512 GPAA | R |
| 670 | Cabinet | 00004646 GPAA | R |
| 671 | Table | 00004707 GPAA | R |
| 672 | Cabinet | 00004746 GPAA | R |
| 673 | Computer stand | 00006299 GPAA | R |
| 674 | Table | 00006564 GPAA | R |
| 675 | Table | 00007432 GPAA | R |
| 676 | Table | 00007720 GPAA | R |
| 677 | Vacuum cleaner | 00007741 GPAA | R |
| 678 | Table | 00008218 GPAA | R |
| 679 | Chair | 00008513 GPAA | R |
| 680 | Chair | 00008661 GPAA | R |
| 681 | Table | 00009518 GPAA | R |
| 682 | Chair | 00009554 GPAA | R |
| 683 | Chair | 00010195 GPAA | R |
| 684 | Vacuum cleaner | 00010883 GPAA | R |
| 685 | Plastic Table | 00011052 GPAA | R |
| 686 | Table | 00011052 GPAA | R |
| 687 | Chair | 00011164 GPAA | R |
| 688 | Chair | 00011533 GPAA | R |
| 689 | Table | 00011607 GPAA | R |
| 690 | Table leg | 00011689 GPAA | R |
| 691 | Small Drawer | 00013889 GPAA | R |
| 692 | Chair | 00015244 GPAA | R |
| 693 | Chair | 00016233 GPAA | R |
| 694 | Chair | 00016576 GPAA | R |
| 695 | Chair | 00016582 GPAA | R |
| 696 | Drawer | 00016583 GPAA | R |
| 697 | Drawer | 00016588 GPAA | R |
| 698 | Hat/coat hanger | 00017877 GPAA | R |
| 699 | Chair | 00021392 GPAA | R |
| 700 | Chair | 00021407 GPAA | R |
| 701 | Chair | 00021506 GPAA | R |
| 702 | Drawer | 00021512 GPAA | R |
| 703 | Drawer | 00021518 GPAA | R |
| 704 | Chair | 00021534 GPAA | R |
| 705 | Table | 00021535 GPAA | R |
| 706 | Chair | 00021562 GPAA | R |
| 707 | Table | 00021565 GPAA | R |
| 708 | Drawer | 00021570 GPAA | R |
| 709 | Chair | 00021586 GPAA | R |
| 710 | Table | 00007424 GPAA | R |
| 711 | Hat/coat hanger | 00003186 GPAA | R |
| 712 | Table | 00000489 GPAA | R |
| 713 | Drawer | 00016589 GPAA | R |
| 714 | Wood cabinet | 000231321 GPAA | R |
| 715 | Chair | 00007375 GPAA | R |
| 716 | Chair | 00007344 GPAA | R |
| 717 | Vacuum cleaner | 00006729 GPAA | R |
| 718 | Chair | 00007344 GPAA | R |
| 719 | Vacuum cleaner | 0000481 GPAA | R |
| 720 | Cabinet | 00006733 GPAA | R |
| 721 | Table | 00009335 GPAA | R |
| 722 | Chair | 00003618 GPAA | R |
| 723 | Air conditioner | 00000508 GPAA | R |
| 724 | Urn | 00021594 GPAA | R |
| 725 | Office table | 00021591 GPAA | R |
| 726 | Office table | 00004544 GPAA | R |
| 727 | Table | 00016579 GPAA | R |
| 728 | Cabinet | 00004311 GPAA | R |
| 729 | Chair | 00007375 GPAA | R |
| 730 | Table | 00007282 GPAA | R |
| 731 | Vacuum cleaner | 00006729 GPAA | R |
| 732 | Chair | 00009292 GPAA | R |
| 733 | Table | 00004517 GPAA | R |
| 734 | Coat hanger | 00003186 GPAA | R |
| 735 | Coat hanger | 00003523 GPAA | R |
| 736 | Chair | 00009533 GPAA | R |
| 737 | Credenzer | 00007474 GPAA | R |
| 738 | Air conditioner | 00009952 GPAA | R |
| 739 | Table | 00015132 GPAA | R |
| 740 | Table | 00006531 GPAA | R |
| 741 | Table | 00011535 GPAA | R |
| 742 | Table | 00011503 GPAA | R |
| 743 | Table | 00001267 GPAA | R |
| **Grand total** | R |

Required by: GPAA /CEO

At: 34 Hamilton Street

Brand and model ………………….………….……….

Country of origin ……………….…………….……….

Does offer comply with specification? \*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.**

\* Delete if not applicable

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positionin relation to the evaluating/adjudicating authority where -

 - the bidder is employed by the state; and/or

 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full name of bidder or his or her representative: …………………………………………..………

* 1. Identity Number: …………………………………………………………………………………………
	2. Position occupied in the Company (director, trustee, shareholder²):..…………………….….……
	3. Company Registration Number: …………….…………………..…………………………………….
	4. Tax Reference Number: .….……………………………………………………………………………
	5. VAT Registration Number: ……………………………………………………………………………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

 (a) 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);

 (b) any municipality or municipal entity;

 (c) provincial legislature;

 (d) national Assembly or the national Council of provinces; or

 (e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**

 presently employed by the state?

* + 1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ..……….…....………………………

Name of state institution at which you or the person

connected to the bidder is employed : ……………………………..………..………………………

Position occupied in the state institution: ……………………………………………………………

Any other particulars:

………………………………………………………………

………………………………………………………………

………………………………………………………………

* + 1. If you are presently employed by the state, did you obtain **YES / NO**

the appropriate authority to undertake remunerative

work outside employment in the public sector?

* + - 1. If yes, did you attached proof of such authority to the bid **YES / NO**

document?

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

* + - 1. If no, furnish reasons for non-submission of such proof:

 …………………………………………………………………….

…………………………………………………………………….

…………………………………………………………………….

* 1. Did you or your spouse, or any of the company’s directors / **YES / NO**

trustees / shareholders / members or their spouses conduct

business with the state in the previous twelve months?

* + 1. If so, furnish particulars:

……………………………………………………………………

……………………………………………………………………

……………………………………………………………………

* 1. Do you, or any person connected with the bidder, have **YES / NO**

 any relationship (family, friend, other) with a person

 employed by thestate and who may be involved with

 the evaluation and or adjudication of this bid?

 2.9.1 If so, furnish particulars.

 ………………………………………………………………....

 ……………………………………………………………..…..

 ………………………………………………………………….

2.10. Are you, or any person connected with the bidder, **YES/NO**

 aware of any relationship (family, friend, other) between

any other bidder and any person employed by the state

who may be involved with the evaluation and or adjudication

of this bid?

2.10.1 If so, furnish particulars**.**

………………………………………………………………….

………………………………………………………………….

………………………………………………………………….

2.11. Do you or any of the directors / trustees / shareholders / members **YES/NO**

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

 ……………………………………………………………………

 ……………………………………………………………………

 ……………………………………………………………………

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Identity Number** | **Personal Tax Reference Number** | **State Employee Number / Persal Number**  |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

# DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.……………………………………….. ..……………………………………………

 Signature Date

…….……………………………….…. …..…………………………………………

 Position Name of bidder

  **SBD8**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have:
4. abused the institution’s supply chain management system;
5. committed fraud or any other improper conduct in relation to such system; or
6. Failed to perform on any previous contract.
7. **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 | Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). | Yes | No |
| 4.1.1 | If so, furnish particulars: |
| 4.2 | 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)?**To access this Register enter the National Treasury’s website:** [**www.treasury.gov.za**](http://www.treasury.gov.za)**, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**  | Yes | No |
| 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 outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on, or comply with the contract? | Yes | No |
| 4.4.1 | If so, furnish particulars: |

**CERTIFICATION**

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

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

………………………………………... …………………………………..

Signature Date

………………………………………... …………………………………..

Position Name of Bidder

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Standard Bidding Document (SBD) 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

 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

1. This SBD 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.
2. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 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.**

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Bid Number and Description)

 in response to the invitation for the bid made by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Institution)

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:
6. 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

**SBD 9**

1. 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.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
3. Prices;
4. Geographical area where product or service will be rendered (market allocation)

(c) Methods, factors or formulas used to calculate prices;

(d) The intention or decision to submit or not to submit, a bid;

(e) The submission of a bid which does not meet the specifications and conditions of the bid; or

(f) Bidding with the intention not to win the bid.

1. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
2. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**SBD 9**

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

………………………………..……… …….…………………………………

Signature Date

………….……………………………. …………..……………………………

Position Name of Bidder

**(GPAA)**

**SCM**

 ***General Conditions of Contract***

***GPAA PROCUREMENT:* GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

1. Draw special attention to certain general conditions applicable to GPAA bids, contracts and orders; and
2. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with GPAA.
	* 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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33. **DEFINITIONS**

 The following terms shall be interpreted as indicated:

* 1. “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
	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.
	3. “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
	4. “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
	5. "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its GPAA and encouraged to market its products internationally.
	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.
	7. “**Day**” means calendar day.
	8. “**Delivery**” means delivery in compliance of the conditions of the contract or order.
	9. “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
	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.
	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.
	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.
	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.
	14. “**GCC**” means the General Conditions of Contract.
	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
	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.
	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.
	18. “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
	19. “**Order**” means an employee written order issued for the supply of goods for works or the rendering of a service.
	20. “**Project site**,” where applicable, means the place indicated in bidding documents.
	21. “**Purchaser**” means the organization purchasing the goods.
	22. “**Republic**” means the Republic of South Africa.
	23. “**SCC**” means the Special Conditions of Contract.
	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.
	25. “**Written**” or “**in writing”** means handwritten in ink or any form of 96 electronic or mechanical writing.
1. **APPLICATION**
	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. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
	3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
2. **GENERAL**
	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.
	2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.
3. **STANDARDS**
	1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
4. **USE OF CONTRACT DOCUMENTS AND INFORMATION: INSPECTION**
	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 as far as may be necessary for purposes of such performance.
	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.
	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.
	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.
5. **PATENT RIGHTS**
	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.
6. **PERFORMANCE**
	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.
	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.
	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:
		1. 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
		2. a cashier’s or certified cheque
	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.
7. **INSPECTIONS, TESTS AND ANALYSES**
	1. All pre-bidding testing will be for the account of the bidder.
	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.
	3. If there is 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 Energy Board concerned.
	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.
	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.
	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.
	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. 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.
8. **PACKING**
	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.
	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.
9. **DELIVERY OF DOCUMENTS**
	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.
	2. Documents to be submitted by the supplier are specified in SCC.
10. **INSURANCE**
	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.
11. **TRANSPORTATION**
	1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
12. **INCIDENTAL SERVICES**
	1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
13. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
14. furnishing of tools required for assembly and/or maintenance of the supplied goods;
15. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied

goods;

1. 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

1. training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, ope-

ration, maintenance, and/or repair of the supplied goods.

* 1. 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.
1. **SPARE PARTS**
	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:
2. 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
3. in the event of termination of production of the spare parts:
4. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
5. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
6. **WARRANTY**
	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.
	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.
	3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
	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.
	5. 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.
	6. 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.
7. **PAYMENT**
	1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
	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.
	4. Payment will be made in Rand unless otherwise stipulated in SCC.
8. **PRICES**
	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.
9. **CONTRACT AMENDMENTS**
	1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
10. **ASSIGNMENT**
	1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.
11. **SUBCONTRACTS**
	1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
12. **DELAYS IN THE SUPPLIERS PERFORMANCE**
	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.
	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, it’s 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.
	3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.
	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.
	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.
	6. Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
13. **PENALTIES**
	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.
14. **TERMINATION FOR DEFAULT**
	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:
15. 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;
16. If the Supplier fails to perform any other obligation(s) under the contract; or
17. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
	1. 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.
18. **ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**
	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.
19. **FORCE MAJEURE**
	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.
	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.
20. **TERMINATION FOR INSOLVENCY**
	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.
21. **SETTLEMENT OF DISPUTES**
	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.
	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.
	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.
	4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	5. Notwithstanding any reference to mediation and/or court proceedings herein,
22. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
23. the purchaser shall pay the supplier any monies due the supplier.
	1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.
24. **LIMITATION OF LIABILITY**
	1. 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.
	2. 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.
25. **GOVERNING LANGUAGE**
	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.

1. **APPLICABLE LAW**
	1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
2. **NOTICES**
	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.
	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.
3. **TAXES AND DUTIES**
	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.
	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.
	3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA 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.