



FILE NUMBER: 5/1/3/B/WCED 3124/23  
ENQUIRIES: M NGUBELANGA

Dear prospective bidder,

1. You are hereby invited to bid for requirements of the Western Cape Education Department (WCED) in respect of the service indicated below and you are encouraged to carefully read ALL information contained within this invitation.

BID NUMBER	: B/WCED 3124/23
BID DESCRIPTION	: <b>SUPPLY AND DELIVER STATIONERY TO THE HEAD OFFICE, EDUCATION DISTRICT OFFICES AND APPROXIMATELY 250 NON-SECTION 21 SCHOOLS OF THE WESTERN CAPE EDUCATION DEPARTMENT FOR A PERIOD OF THREE (3) YEARS</b>
CLOSING DATE AND TIME	: 16 FEBRUARY 2024 AT 11:00am
VALIDITY PERIOD	: 120 DAYS

2. To be eligible to conduct business with the Western Cape Government (WCG), you must be registered on the Central Supplier Database (CSD). If you are not registered on the CSD you are required to self-register on [www.csd.gov.za](http://www.csd.gov.za). Assistance in this regard may be requested from the National Treasury on (012) 315 5509 or [csd@treasury.gov.za](mailto:csd@treasury.gov.za).
3. The Western Cape Supplier Evidence bank (WCSEB) has replaced the Western Cape Supplier Database (WCSD) with effect from 1 October 2019 (**Brochure attached**). Suppliers must ensure that their profile on the WCSEB is up to date at all times. Should your profile information have changed after your last bid submission, please update this information with the Western Cape Provincial Treasury situated at:

SAP Ariba  
2<sup>nd</sup> Floor  
Waterford Place  
Century City

4. To be able to submit a responsive bid, you are required to:
  - a) furnish all required information as documented in the WCBD 3.4 Specifications Compliance Schedule;
  - b) tailor your bid offer to conform to the advertised evaluation criteria;
  - c) submit ALL required supporting documents (e.g. Memorandum of Understanding (Should the bid be submitted as a Consortium/Joint Venture, each party must be actively registered on the WCSEB and the CSD), lease agreements, company profiles, Gantt Charts, etc.);
  - d) Should the bid be submitted as a Consortium/Joint Venture, submit a Memorandum of Understanding outlining the roles and responsibilities of each party and each party must be actively registered on the CSD.
  - e) submit your Master Registration Number (Supplier number) as registered on the CSD to enable the WCED to verify your tax compliance status.
  - f) ensure all signatures on bid documentation are completed where required, i.e. bidder and witnesses, failing which the bid will be invalid.

This bid contains a checklist to enable you to submit a responsive bid. It is incumbent on you to ensure that you have completed all the required documents in its entirety.

5. The bid documents include a WCBD 4 Declaration of Interest Form which you have to complete. We stress that these documents must be completed in full and returned with the bid. Be reminded of the fact that the WCED will verify the information divulged within this declaration and should it transpire that a bidder has submitted a false declaration, the remedies at the Department's disposal will be considered (a bid may be disqualified if a bidder has attempted to breach or have abused the SCM system).
6. The Preferential Procurement Regulations, 2022 effective from 16 January 2023 will apply in this bid. Please acquaint yourself with such Regulations. Please note that points for B-BBEE status level of contribution will only be awarded to bidders who claim such points through the completion of the WCD 6.1 Preference Points Claim Form, in full (and which you are required to read in its entirety) and who submit proof of such B-BBEE status level of contribution, which can be in the form of the following:
  - a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or
  - b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or
  - c) an affidavit issued by Companies Intellectual Property Commission (CIPC).
7. The General Conditions of Contract (GCC) and if applicable, any other special conditions of contract, which are reflected in the WCBD 3.4 Specifications Compliance Schedule will prevail in this bid. Bidders are requested to refrain from setting own conditions of contract. Invariably, such bids will be regarded as non-responsive to the bid invitation.
8. Bid documents must be deposited in the bid box situated at:

1 North Wharf Square Building,  
2 Lower Loop Street,  
Foreshore,  
Cape Town  
8001

This bid box is accessible 24 hours a day, 7 days a week and is located as indicated above. The slot opening can be accessed from the street level and there is no need to enter the building to deposit the bid into the box. **If the bid is late, it will not be accepted for consideration.**

**Only if the bid documents are too bulky to be deposited through the slot opening of the bid box, bid documents may be hand delivered to:**

The Deputy Director: SCM Operations (Att: E Philander)

1 North Wharf Square Building,  
2 Lower Loop Street,  
Foreshore,  
Cape Town  
8001

Should you opt to deliver such bid via a courier, the onus remains with the bidder to ensure that the bid is submitted timeously and to the correct address. Please refer to the directions regarding the lodging of bids.

9. Should you have difficulties with the interpretation of certain clauses or requirements of the bid documents or the completion of forms, you may direct your enquiries during office hours (09h00 – 12h00) to:

**Name:** M Ngubelanga

**Telephone no:** (021) 467 2715

**Email address:** Mandy.Ngubelanga@westerncape.gov.za

Yours faithfully



**R DANIELS**

**ASSISTANT DIRECTOR: SPECIFICATIONS & QUOTATIONS**

**DATE:** 2024-01-19

# WESTERN CAPE EDUCATION DEPARTMENT

## CHECKLIST

BID REQUIREMENT	REFERENCE
<b>BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS WILL NOT BE CONSIDERED:</b>	
Completed in full and signed WCBD 1 The Bid	WCBD 1
In the case of Consortia or Joint Ventures a Memorandum of Understanding, outlining the roles and responsibilities of all parties to the Joint Ventures or Consortia, must be <u>signed</u> by all parties.	
General Conditions of Contract	Annexure A
Completed in full WCBD 3.1 Pricing Schedule	WCBD 3.1
Completed in full WCBD 3.4 Specification Compliance Schedule	WCBD 3.4
Addendum to WCBD 3.4	Addendum A
All signatures on bid documentation are completed where required, i.e. bidder and witnesses, failing which the bid will be invalid	
<b>NON-ADHERENCE TO THE FOLLOWING WILL NOT INVALIDATE A BID:</b>	
A fully completed Consolidated Declaration of Interest (WCBD 4). In the case of a Consortium or Joint Venture <u>both parties</u> must <u>complete and sign</u> the Declaration of Interest form.	WCBD 4
a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or c) an affidavit issued by Companies Intellectual Property Commission (CIPC)	WCBD 6.1
An original or certified copy of a B-BBEE Status level of Contribution Certificate. In the case of a Consortium or Joint Venture a <u>consolidated</u> B-BBEE Status Level of Contribution Certificate, <u>in the name</u> of the Joint Venture or Consortium must be submitted.	
An original or certified <b>black &amp; white</b> copy of the company registration documents, i.e CK 1, CK 2, etc.	
I confirm that all documents requested are attached / not attached	
Comments: .....	
Signature.....Print.....Date.....	
<b>Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.</b>	

**WESTERN CAPE EDUCATION DEPARTMENT**

**CHECKLIST**

BID REQUIREMENT	REFERENCE	COMPLETED / ATTACHED
Completed and signed WCBD 1 The Bid	WCBD 1	
General Conditions of Contract	Annexure A	
Completed WCBD 3.1 Pricing Schedule	WCBD 3.1	
Completed in full WCBD 3.4 Specification Compliance Schedule	WCBD 3.4	
Addendum to WCBD 3.4	Addendum A	
All signatures on bid documentation are completed where required, i.e. bidder and witnesses, failing which the bid will be invalid		
Preference points claim form in terms of the Preferential Procurement Regulations 2022	WCBD 6.1	
A fully completed Consolidated Declaration of Interest (WCBD 4). In the case of a Consortium or Joint Venture <u>both parties must complete and sign</u> the Declaration of Interest form.	WCBD 4	
a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or c) an affidavit issued by Companies Intellectual Property Commission (CIPC)		
An original or certified <b>black &amp; white</b> copy of the company registration documents, i.e CK 1, CK 2, etc.		
<b>BIDDERS MUST SUBMIT A B-BBEE CERTIFICATE, TO QUALIFY FOR PREFERENCE POINTS</b>		
I confirm that all documents requested are attached / not attached Comments:  .....  Signature.....Print.....Date.....		
<b>Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.</b>		
<b>FOR DEPARTMENTAL USE:</b>  ..... Checked by ..... Verified by: ..... Date: ..... Date: .....		

# LESS RED-TAPE

Making it easier to do business in the Western Cape

Governance documents submitted only **ONCE** to the WCSEB instead of each tender (tenders <R500 000)

SBD 4, 8 and 9 consolidated into **ONE** document: WCB4

Documents are vetted **CENTRALLY** and housed in a central repository for Provincial utilisation

RFI process **REMOVED**. Request for Quote (RFQ) is linked to suppliers' commodity list, request issued only to suppliers with matching lists

Tax compliance is **VERIFIED VIA CSD** - no need to submit tax clearance certificate to WCSEB

Suppliers will **NOT** be **SUSPENDED** for a non-compliant tax status. Procuring institution will verify compliance of recommended supplier

CSD and WCSEB registration process has been **CONSOLIDATED AND STREAMLINED**



Western Cape  
Government  
Provincial Treasury

## CONTACT



021 833 5361



Provincial Treasury  
4 Waterford Place, 2nd floor  
Century City, Cape Town  
8000



[wcseb@westerncape.gov.za](mailto:wcseb@westerncape.gov.za)

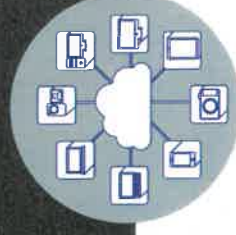
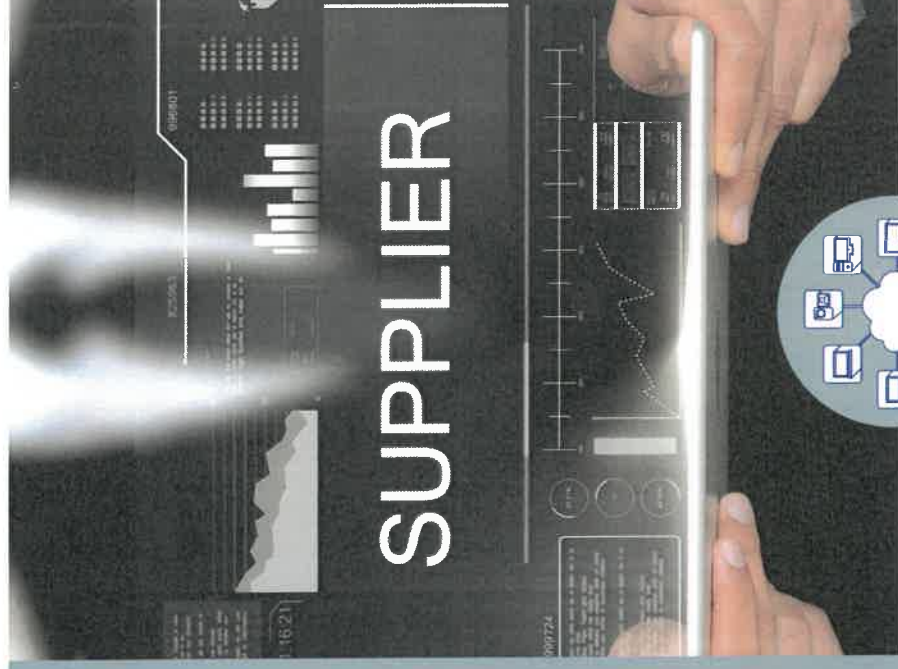


CSD Self registration  
<https://secure.csd.gov.za/>

Western Cape  
Supplier Helpdesk  
[www.westerncape.gov.za/provincial-treasury/services/supplier-helpdesk](http://www.westerncape.gov.za/provincial-treasury/services/supplier-helpdesk)



Operating hours:  
Monday - Friday 8:00 - 15:30



## TRANSITION

Western Cape Supplier  
Evidence Bank (WCSEB)

replaced

Western Cape Supplier Database (WCSD)



Western Cape  
Government  
Provincial Treasury



## CENTRAL SUPPLIER DATABASE (CSD)

The CSD was established by National Treasury on behalf of all departments, constitutional institutions and public entities listed in schedule 2 & 3 of the Public Finance Management Act.

All suppliers intending to do business with government MUST be registered on the CSD. This does not apply when government procures via petty cash; foreign suppliers (no local registered entity); or any other entity as may be directed by National Treasury from time to time.

**Suppliers can self-register online:**  
<https://secure.csd.gov.za>

**Western Cape Government suppliers** must additionally be registered on the Western Cape Supplier Evidence Bank (WCSEB) for procurement via the eProcurement System (ePS) also known as Integrated Procurement Solution or IPS to ensure compliance documentation is lodged.



The WCSEB replaced the WCSD on 1 October 2019 and complements the national master supplier database as a central repository of governance documentary evidence

## DOCUMENTS TO REGISTER ON WCSEB

- Completed registration form and commodity list;
- Certified copies of director(s) Identity document;
- Completed WCBD4;
- Completed WCBD6.1 and BBBEE certificate/affidavit (for preference points);
- Certified copy of Security Officer's Board certificate (security services only);
- Certified copy of Construction Industry Development Board certificate (CIBD) or iTender website printout (building and construction services only); and or
- Any sector specific documentation as may be defined.

## SUPPLIER PROFILE MAINTENANCE (WCSEB)

- Documents are valid for 1 year from date of registration
- To prevent suspension on WCSEB, reminders will be issued 30 days prior to expiry to update WCBD4, WCBD6.1 and BBBEE Certificate/affidavit
- Suppliers must update profile changes by completing registration forms

## APPLICATION OF PPPFR AS RELATED TO WCG

**In terms of paragraph 6 (1) of the Preferential Procurement Policy Framework Regulations 2017 (PPPFR's):**

- The 80/20 preference point system must be applied for acquisition of goods/services with a rand value equal to or more than R30 000.
- The PPPFR's does not apply to quotations estimated between R2 000 and up to R30 000. Bidders will be evaluated based on price only.
- Regional indicators has been developed on IPS to target local suppliers in a particular municipal region to allow for the empowerment of local Small, Medium and Micro enterprises in order to stimulate localised competition and encourage the growth of small and start-up enterprises. This also allows the WCG to ensure value for money, improved contract management and supplier performance.
- A rotation methodology will be utilised to rotate Requests for Quotation (RFQ) opportunities to a maximum of 125 suppliers per request.
- Suppliers will only receive RFQs when they are eligible to receive the requests.
- Suppliers must only select the commodities relevant to its core business when registering/updating its profile on the WCSEB.

## LINKING OF SUPPLIERS ON WCSEB

- Suppliers' commodities must be correctly selected in line with its core business. Suppliers will not be linked to events already advertised.







**PART A  
INVITATION TO BID**

**ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)**

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE EDUCATION DEPARTMENT**

BID NUMBER:	<b>B/WCED 3124/23</b>	CLOSING DATE:	<b>16 FEBRUARY 2024</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>SUPPLY AND DELIVER STATIONERY TO THE HEAD OFFICE, EDUCATION DISTRICT OFFICES AND APPROXIMATELY 250 NON-SECTION 21 SCHOOLS OF THE WESTERN CAPE EDUCATION DEPARTMENT FOR A PERIOD OF THREE (3) YEARS</b>				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:**

**1 NORTH WHARF SQUARE BUILDING, 2 LOWER LOOP STREET, FORESHORE, CAPE TOWN, 8001 (SEE ENCLOSED PHOTO)**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Ms. M Ngubelanga	CONTACT PERSON	Ms. M Ngubelanga
TELEPHONE NUMBER	021 467 2715	TELEPHONE NUMBER	021 467 2715
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Mandy.Ngubelanga@westerncape.gov.za	E-MAIL ADDRESS	Mandy.Ngubelanga@westerncape.gov.za

<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	WCSEB No.		TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No						

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b> 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILED THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 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."
<b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID</b>

SIGNATURE OF BIDDER: .....

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

DATE: .....

**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](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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



required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

### **13. Incidental services**

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

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

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

### **14. Spare parts**

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

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

### **15. Warranty**

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

15.2 This warranty shall remain valid for twelve (12) months after the

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.



**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court

may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

	<p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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.</p>
<b>29. Governing language</b>	<p>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.</p>
<b>30. Applicable law</b>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the</p>



purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National  
Industrial  
Participation (NIP)  
Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of  
Restrictive  
practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

## PRICING SCHEDULE – FIRM PRICES

THIS DOCUMENT MUST BE COMPLETED IN CONJUNCTION WITH WCBD 3.4 IN BLACK OR BLUE INDELIBLE INK (NOT IN PENCIL)

(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

Name of bidder or Joint Venture.....

Bid number: **B/WCED 3124/23**

Closing time: **11:00**

Closing date: **16 FEBRUARY 2024**

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

DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
	COST FOR YEAR 1	COST FOR YEAR 2	COST FOR YEAR 3
<b>SERVICE: SUPPLY AND DELIVER STATIONERY TO THE HEAD OFFICE, EDUCATION DISTRICT OFFICES AND APPROXIMATELY 250 NON-SECTION 21 SCHOOLS OF THE WESTERN CAPE EDUCATION DEPARTMENT FOR A PERIOD OF THREE (3) YEARS</b>			
<b><u>Service 1</u></b> Supply and Delivery of Stationery to schools within the Combined Metro Education Districts (Central, East, North & South including the Education District Offices and Head Office	R.....	R.....	R..... ....
<b><u>Service 2</u></b> Supply and Delivery of Stationery to schools within the Cape Winelands Education District including the Education District Office	R.....	R.....	R..... ....
<b><u>Service 3</u></b> Supply and Delivery of Stationery to schools within the Overberg Education District including the Education District Office	R.....	R.....	R..... ....
<b><u>Service 4</u></b> Supply and Delivery of Stationery to schools within the West Coast Education District including the Education District Office	R.....	R.....	R..... ....
<b><u>Service 5</u></b> Supply and Delivery of Stationery to schools within the Eden & Central Karoo Education District including the Education District Office	R.....	R.....	R..... ....
<b>TOTAL COST PER YEAR</b>	R.....	R.....	R..... ....
<b>TOTAL COST OF BID (Year 1 + Year 2 + Year 3)</b>	R.....		

DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
	COST FOR YEAR 1	COST FOR YEAR 2	COST FOR YEAR 3
THE BIDDER MUST COMPLETE THIS DOCUMENT AS WELL AS THE ADDENDUM A, WHICH REFLECTS UNIT PRICES OF EACH ITEM			

- Does offer comply with specification? YES/NO
- If not to specification, indicate deviation(s) .....

The **Total Bid Price** recorded on this WCBD 3.1 (Pricing Schedule), must be the same as that recorded on **page 1 of the WCBD 3.4** (Specification Compliance Schedule).

**Please Note:**

- **BIDDERS ARE NOT REQUIRED TO RESPOND TO ALL SERVICES.** However, by responding to a particular service, bidders must respond to that service in its entirety, failing which, the bid response will be non-compliant.
- **BIDDERS TO NOTE THAT DELIVERY COST MUST FORM PART OF THE PRICE QUOTED.**

**Note: All service costs must be included in the bid price and prices quoted must be firm**

**WCBD 3.4**

**SPECIFICATION COMPLIANCE SCHEDULE (SERVICES)**

**THIS DOCUMENT MUST BE COMPLETED IN CONJUNCTION WITH WCBD 3.1 IN BLACK OR BLUE INDELIBLE INK (NOT IN PENCIL)  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

Name of bidder.....

Bid number: **B/WCED 3124/23**

Closing time: **11:00**

Closing date: **16 FEBRUARY 2024**

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

The **Bidder is required to indicate, adjacent to each paragraph** in the column provided for this purpose, whether the bidder is in **compliance with the bid specifications** and to what extent by writing **"Yes", "No", or "Noted"**. If any comments must be made with regard to the latter, this must be provided on an **addendum in which case the bidder must make reference to the relevant specification and attach any documentation, where required**.

In the event where a **written proposal for the service** is included in the bid, an **electronic version of such proposal** on disc must also be submitted with the bid.

**THE WESTERN CAPE EDUCATION DEPARTMENT (WCED) RETAINS THE RIGHT NOT TO ACCEPT THE LOWEST, HIGHEST OR ANY BID, OR TO ACCEPT PART OR WHOLE OF ANY BID.**

TOTAL BID PRICE (in RSA Currency including vat)  
(Must be in line with amount indicated in WCBD 3.1

R \_\_\_\_\_

Item No	Quantity	Description	Total bid price
1	5 SERVICES	SERVICE: SUPPLY AND DELIVER STATIONERY TO THE HEAD OFFICE, EDUCATION DISTRICT OFFICES AND APPROXIMATELY 250 NON-SECTION 21 SCHOOLS OF THE WESTERN CAPE EDUCATION DEPARTMENT FOR A PERIOD OF THREE (3) YEARS	
2		SERVICE 1: SUPPLY AND DELIVER STATIONERY TO SCHOOLS WITHIN THE COMBINED METRO EDUCATION DISTRICT (CENTRAL, EAST, NORTH & SOUTH) INCLUDING THE EDUCATION DISTRICT OFFICES AS WELL AS HEAD OFFICE	R.....
		SERVICE 2: SUPPLY AND DELIVER STATIONERY TO SCHOOLS WITHIN THE CAPE WINELANDS EDUCATION DISTRICT OFFICE INCLUDING THE DISTRICT OFFICE	R.....

Item No	Quantity	Description	Total bid price
3		<b>SERVICE 3:</b> SUPPLY AND DELIVER STATIONERY TO SCHOOLS WITHIN THE OVERBERG EDUCATION DISTRICT INCLUDING THE EDUCATION DISTRICT OFFICE	R.....
4		<b>SERVICE 4:</b> SUPPLY AND DELIVER STATIONERY MATERIALS TO SCHOOLS WITHIN THE WEST COAST EDUCATION DISTRICT INCLUDING THE EDUCATION DISTRICT OFFICE	R.....
5		<b>SERVICE 5:</b> SUPPLY AND DELIVER STATIONERY TO SCHOOLS WITHIN THE EDEN & CENTRAL KAROO EDUCATION DISTRICT INCLUDING THE EDUCATION DISTRICT OFFICE	R.....
NOTE THAT THIS TOTAL BID PRICE MUST BE THE SAME AS THAT REFLECTED ON THE WCBD 3.1 PRICING SCHEDULE			

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE
		NB
		By indicating <b>YES</b> within this column, the bidder confirms that it will meet the specified deliverable.
DESCRIPTION:		
SERVICE: SUPPLY AND DELIVER STATIONERY TO THE HEAD OFFICE, EDUCATION DISTRICT OFFICES AND APPROXIMATELY 250 NON-SECTION 21 SCHOOLS OF THE WESTERN CAPE EDUCATION DEPARTMENT FOR A PERIOD OF THREE (3) YEARS		
BACKGROUND		
It is the intention of the Western Cape Education Department (WCED) to conclude a three (3) year departmental contract for the supply and delivery of stationery to all WCED facilities and offices. It is the intention of the WCED to have the same quality products delivered to all its facilities and institutions. With this contract the WCED may contract with a single bidder or multiple bidders (in-line with the requirements of the Preferential Procurement Regulations) according to the services advertised.		
The bidder must confirm that the following is complied with by indicating “YES” and by attaching the necessary documentation where required. By indicating “NO” the bidder confirms that it does not comply with the specifications and requirements.		
PLEASE NOTE: MAKE ADDITIONAL COMMENTS, TO RELEVANT SPECIFICATIONS ON AN ADDENDUM.		
Bidders please note that you are required to indicate at paragraphs 1.1.1, 1.1.2, 1.1.3, 1.1.4 and 1.1.5 which of the services you intend submitting an offer for. The price of each item including VAT and delivery must be indicated on the addendums.		

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE	
		<b>NB</b> By indicating <b>YES</b> within this column, the bidder confirms that it will meet the specified deliverable.	
<b>1.</b>	<b>DELIVERABLES</b>		
1.1	The Service Provider must		
1.1.1	<b>SERVICE 1:</b> Supply and deliver stationery to <b>schools within the combined Metro Education Districts (Central, East, North &amp; South) including the Education District Offices</b> as well as Head Office in accordance with the specifications as reflected on the attached <b>Addendum A.</b>	YES	NO
1.1.2	<b>SERVICE 2:</b> Supply and deliver stationery to <b>schools within the Cape Winelands Education District including the Education District Office</b> in accordance with the specifications as reflected on the attached <b>Addendum A.</b>	YES	NO
1.1.3	<b>SERVICE 3:</b> Supply and deliver stationery to <b>schools within the Overberg Education District including the Education District Office</b> in accordance with the specifications as reflected on the attached <b>Addendum A.</b>	YES	NO
1.1.4	<b>SERVICE 4:</b> Supply and deliver stationery to <b>schools within the West Coast Education District including the Education District Office</b> in accordance with the specifications as reflected on the attached <b>Addendum A.</b>	YES	NO
1.1.5	<b>SERVICE 5:</b> Supply and deliver stationery to <b>schools within the Eden &amp; Central Karoo Education District including the Education District Office</b> in accordance with the specifications as reflected on the attached <b>Addendum A.</b>	YES	NO
1.1.6	Bidders <b>must</b> complete <b>Addendum A</b> in full: i) cost for each item per service; and ii) indicate brand names of items offered  (Note, non-compliance to the above paragraph 1.1.6 <b>will</b> render the offer non-compliant for that specific service).	YES	NO
1.2	Deliver the required items reflected on Addendum A for the services referred to in paragraph 1.1.1 to 1.1.5 above, to applicable school/ office as per the requested order.  The School/ Office contact details are listed on <b>Addendum B.</b>	YES	NO
1.2.1	Deliver the required goods to the respective delivery points as per paragraph 1.2.  Does the bidder intend on using its own vehicles?	YES	NO



Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE	
		<b>NB</b> By indicating <b>YES</b> within this column, the bidder confirms that it will meet the specified deliverable.	
1.2.2	Deliver the required goods to the respective delivery points as per paragraph 1.2  Will contracted transport be used? If reply to (1.2.2) above is <b>"YES"</b> , then the bidder must submit a <b><u>signed agreement</u></b> with the transporting entity at the time of award. The agreement must be <b><u>signed by both parties</u></b> .	YES	NO
<b>2.</b>	<b>EVALUATION CRITERIA</b>		
2.1	<b>The Bid will not be considered without the following documents or compliance to the requirements stated:</b>		
2.1.1	Completed and signed WCBD 1 Invitation to Bid.		
2.1.2	Fully completed WCBD 3.1 Pricing Schedule.		
2.1.3	Fully completed WCBD 3.4 Specification Compliance Schedule.		
2.1.4	Fully completed Addendum A to bidding document.		
2.1.5	Actively registered on the Western Cape Supplier Evidence Bank (WCSEB) and Central Supplier Database (CSD) at the time of the award of this bid.		
2.1.6	Where applicable (Joint Ventures and Consortia) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities of all parties. In such cases all the parties must ensure that their profile on the WCSEB is up to date at all times and is actively registered on the CSD.  <b>Failure to submit the above required documents will render the bid non-compliant.</b>		

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE
		<b>NB</b> By indicating <b>YES</b> within this column, the bidder confirms that it will meet the specified deliverable.
<b>2.2</b>	<b>The Bidder must comply with the following requirements, which will not necessarily invalidate the bid:</b>	
2.2.1	Completion <b>in full</b> of the WCBD 4 Declaration of interest form and the addendum thereto. <b>This form must be certified by a Commissioner of Oaths.</b>	
2.2.2	Declare any <b>related party interest</b> on an addendum to the WCBD 4. The declaration must reflect whether the bidder or any of the directors/shareholders/members/business partners or associates of the bidding entity have any interest in any other related companies, whether these related companies are bidding for this contract or not. This addendum <b>must</b> also be certified by a Commissioner of Oaths.	
2.2.3	The regulations promulgated in terms of the Public Finance Management Act (PFMA) 1999, allows an accounting officer to disregard the bid of any bidder if that bidder, or any of its directors has (amongst others): (i) abused the institution's supply chain management system (ii) committed fraud or any other improper conduct in relation to such system.	
2.2.4	Consequently, you are required to submit full and complete information in respect of the declaration of interest.	
2.2.5	The Preferential Procurement Regulations, 2022 effective from 16 January 2023 will apply in this bid. Please acquaint yourself with such Regulations. Please note that points for BB-BEE status level of contribution will only be awarded to bidders who claim such points through the completion of the WCD 6.1 Preference Points Claim Form(attached), in full (and which you are required to read in its entirety) and who submit proof of such BB-BEE status level of contribution, which can be in the form of the following: (a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or (b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or (c) an affidavit issued by Companies Intellectual Property Commission (CIPC)	
2.2.6	When completing the WCBD 6.1 Preference Points claim form attached to this bid, bidders must note the conditions pertaining to the award of preference points and therefore the form has to be completed in full (including any sub-contracting, which will be relevant in the event of the bidder not undertaking delivery of the entire contract itself):  (a) <b>At bidding phase:</b>	

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE	
		<b>NB</b> By indicating <b>YES</b> within this column, the bidder confirms that it will meet the specified deliverable.	
2.2.7	<p>Bidders may not be awarded points or B-BBEE status level of contribution if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the contract.</p> <p><b>b) Post award phase:</b></p> <p>After the award of this contract, the successful bidder may only enter into a subcontracting arrangement with the approval of the WCED. After the award of this bid, the successful bidder may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.</p> <p>The Master Registration Number (Supplier number) to enable the WCED to verify the bidder's tax compliance status on the CSD.</p>		
2.3	<p>Bidders <u>may be requested</u>, at the evaluation stage, to submit two (2) signed and dated letters of reference, within the last 2-3 years (on the letterhead of previous clientele) outlining previous successful supply of a similar service by the bidding entity (core business), outlining the following:</p> <ul style="list-style-type: none"> <li>(i) the description of the service rendered;</li> <li>(ii) the value of the service;</li> <li>(iii) the period of the service; and</li> <li>(iv) contact details of referees</li> </ul> <p>Failure to submit the requirement within 5 working days when requested at the evaluation stage, will render the bid non-compliant.</p>	YES	NO
2.4	<p>If the bidding entity has not yet rendered a service of this nature or a similar service (not bidding entity's core business), the bidder <u>may be requested</u> to submit:</p> <ul style="list-style-type: none"> <li>(i) a signed agreement with the prospective supplier indicating their willingness to undertake the supply of the ordered goods within the WCED delivery timeframes</li> </ul> <p>Failure to submit the requirement within 7 working days when requested at the evaluation stage, will render the bid non-compliant.</p>	YES	NO

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE										
		NB										
		By indicating <b>YES</b> within this column, the bidder confirms that it will meet the specified deliverable.										
2.5	All compliant offers will be ranked according to the point system indicated below in terms of the Preferential Procurement Regulations 2022:											
	<table><tr><th>Evaluation Element</th><th>Points</th></tr><tr><td>1. Price</td><td>90</td></tr><tr><td>2. B-BBEE Points</td><td>10</td></tr><tr><td></td><td><b>100</b></td></tr></table>		Evaluation Element	Points	1. Price	90	2. B-BBEE Points	10		<b>100</b>		
Evaluation Element	Points											
1. Price	90											
2. B-BBEE Points	10											
	<b>100</b>											
3	THE SUCCESSFUL SERVICE PROVIDER MUST:											
3.1	Work in close collaboration with the Project Manager(s), Ms A Henriques (021) 467 2767 / Mr B Le Keur (021) 467 2094	YES	NO									
3.2	Supply the WCED (Project Manager) with proof of delivery of stationery to the schools. The proof of delivery must indicate the following information: i) Name and address of the school/ office; ii) Name and signature of the principal, subject head (HOD) or delegated official who received the delivery; iii) Rank of the designated official; iv) The school/office stamp and delivery date; v) The quantity of items delivered per school (the service provider must avail to each school a completed checklist of all items delivered which the principal, subject head (HOD) or delegated official must check and sign. The completed checklist must accompany the proof of delivery)	YES	NO									
3.3	Delivery must take place during the schools'/ offices' official working hours on weekdays between 8h00 and 15h00, unless arrangements have been made with school principals, subject head (HOD) or delegated official to deliver outside normal school hours.	YES	NO									
3.4	Complete full delivery within 30 days from the date of the official order.	YES	NO									
3.5	Provide an itemised invoice per school/ office and ensure that the school principal, subject head (HOD) or delegated official confirms, on the invoice, that all items are received in accordance with the specifications and in good order (school/ office stamp to be placed	YES	NO									

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE	
		<b>NB</b> By indicating <b>YES</b> within this column, the bidder confirms that it will meet the specified deliverable.	
	on invoice). The original signed invoice for each school/ office must be submitted for payment, to the Project Manager.		
3.6	Have access to vehicles to ensure delivery of the required items to the various schools, District Offices and Head Office timeously.	<b>YES</b>	<b>NO</b>
<b>4.</b>	<b>THE WCED WILL:</b>		
4.1	Conduct a due diligence process to determine a bidder's capability and ability. This will be done during the evaluation phase.		
4.2	Provide a contact details list containing all the delivery points and contact persons.		
4.3	Inform all schools/office of the requirement of the school principal, subject head (HOD) or delegated official to certify on the Proof of Delivery note (POD), receipt of the goods.		
4.4	The POD must reflect the school/ office stamp.		
4.5	The WCED cannot guarantee quantities. Stationery will be requested as and when required.		
<b>5.</b>	<b>PAYMENT CONDITIONS</b>		
5.1	<b>A valid and original tax invoice</b> must be made out to the WCED. The payment will be made within 30 days, after receipt of the valid and original tax invoice accompanied by signed delivery notes and certification by the project manager that the service was rendered satisfactory. Any mistake on the valid and original tax invoice will result in non-payment of the said invoice.		
5.2	The supplier must submit the valid and original tax invoice, as well as <b>all signed delivery notes</b> to the <b>Director: Institutional Resource Support, 10<sup>th</sup> Floor North Wharf Square, Lower Loop Street, Cape Town</b> for attention: Mr F Lawrence / Mr B Le Keur. <i>Delivery notes must be certified by the school, have the school stamp and must be signed by the school principal, subject head (HOD) or delegated official.</i>		
<b>6.</b>	<b>CONTRACT MONITORING</b>		
6.1	The WCED Project Manager, Mr. Brian Le Keur 021-467 2094 Verify against the POD received from the respective school/ office whether the service provider delivered the correct goods and quantities as per the applicable order.		
6.2	Verify with the respective school/ office whether the service provider delivered the goods within 30 days from receipt of an order.		

Paragraph	SPECIFICATION	INDICATION OF COMPLIANCE
		<b>NB</b> By indicating <b>YES</b> within this column, the bidder confirms that it will meet the specified deliverable.
6.3	Verify with the respective school/ office whether the service provider replaced items found to be defective, within seven (7) days from the date that the defect is communicated to the supplier.	
<b>7.</b>	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>	
7.1	This contract will be governed through the General Conditions of Contract attached to this bid.	
7.2	Bidders must note that the penalties intended through clause 22 of the General Conditions of Contract, which forms part of the contract, will be imposed in the execution of this contract. Consequently, bidders must acquaint themselves with paragraphs 21 – 23 of the General Conditions of Contract which relates to the suppliers' performance on the contract. Bidders must note these conditions upfront to prevent their business and its' directors/members/shareholders from possibly being restricted to do business with the public sector.	
<b>8.</b>	<b>COMPULSORY INFORMATION SESSION</b>	
8.1	<p>A compulsory information session will be held on <b>31 January 2024</b> at <b>11h00</b> at the <b>WCED, 9<sup>th</sup> Floor, 1 North wharf square, 2 Lower loop Street, Cape Town.</b></p> <p>Potential bidders, who arrive <b>more than 15 minutes later</b> than the advertised commencement time of the information session, <b>will not be allowed into the venue. This is a compulsory information session and failure to attend the information session will invalidate the bid offer.</b></p> <p>The purpose of the information session shall be to highlight the pricing procedure, enable the potential successful service provider to acquaint him/herself with the requirements of the WCED and completion of the Bid documents.</p> <p><b>Cut-off time for bidders to submit question will be on 07 February 2024 at 15H00</b></p>	





## PROVINCIAL GOVERNMENT WESTERN CAPE

### DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

**"bid"** means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

**"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;

***If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701***

*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

**"business interest"** means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

**"Controlling interest"** means, 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;

**"Corruption"**- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
  - (i) that amounts to the-
    - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
    - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
  - (ii) that amounts to-
    - (aa) the abuse of a position of authority;
    - (bb) a breach of trust; or
    - (cc) the violation of a legal duty or a set of rules;
  - (iii) designed to achieve an unjustified result; or
  - (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything, of the, is guilty of the offence of corruption.

**"CSD"** means the Central Supplier Database maintained by National Treasury;

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**"employee"**, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

**"entity"** means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

**"entity conducting business with the Institution"** means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

**"Family member"** means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

**"intermediary"** means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

**"Institution"** means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

**"Provincial Government Western Cape (PGWC)"** means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

**"RWOEE"** means -

Remunerative Work Outside of the Employee's Employment

**"spouse"** means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
  - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
    - (i) resigned as an employee of the government institution or;
    - (ii) cease conducting business with an organ of state or;
    - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. 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 authorises 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.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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13. 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.

SECTION A DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

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**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

<b>B1.</b>	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <b>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</b>	NO	YES
<b>B2.</b>	Are any employees of the entity also employees of an organ of state? <b>(If yes complete Table B and attach their approved "RWOEE")</b>	NO	YES
<b>B3.</b>	Are any family members of the persons listed in Table A employees of an organ of state? <b>(If yes complete Table B)</b>	NO	YES

**TABLE B**

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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**SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

To enable the prospective bidder to provide evidence of past and current performance.

<b>C1.</b>	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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**C2. TABLE C**

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
<b>C3.</b> Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
<b>C4.</b> Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
<i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
<b>C5.</b> If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
<b>C6.</b> Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES	
<b>C7.</b> 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?				NO	YES	

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

*This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.*

- I, ..... hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
  - ii. that I have read understand the content of the document;
  - iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
  - iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
  - v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
  - vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER: .....
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER: .....
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER: .....
- 1.4 Do you want to make an affirmation? ANSWER: .....
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date: ..... Place .....

Business Address: .....

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE**

### 1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"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;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and **"tender"** is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

## 2. GENERAL CONDITIONS

2.1 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).

2.2 Preference point system for this bid:

(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).*

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.



- 2.6 The organ of state 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 organ of state.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
  - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

## 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4.1 POINTS AWARDED FOR PRICE

#### 4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender



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

### 5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

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

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, 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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

## 7. BID DECLARATION

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

## 8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = ..... *(maximum of 20 points)*

*(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.*

## 9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

- 9.1.1 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? **YES/NO** *(delete which is not applicable)*

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

## 10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

### 10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
  - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
  - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
  - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
  - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
  - (i) disqualify the person from the bidding process;
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (iii) 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; and
  - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

.....

**WITNESSES:**

1. ....

2. ....