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MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF COMMUNITY SAFETY, SECURITY & LIAISON

BID NUMBER: SS/023/25/MP

SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR THE DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS

ISSUED BY:

Department of Community Safety, Security & Liaison
Private Bag X11269
Mbombela
1200

NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF COMMUNITY SAFETY, SECURITY & LIAISON					
BID NUMBER:	SS/023/25/MP	CLOSING DATE:	04 August 2025	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR THE DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 17 Lorencos Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr B Mabaso		CONTACT PERSON	Mr. LL. Makhanya	
TELEPHONE NUMBER	013 766 4078		TELEPHONE NUMBER	013 766 4013	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	mabasob@mpg.gov.za		E-MAIL ADDRESS	lmakhanya@mpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
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	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR THE DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS.

1. PURPOSE

- 1.1 To appoint service provider(s) to supply and deliver office stationery to the department for a period of three years.

2. BACKGROUND

- 2.1 The Mpumalanga Provincial Department of Community Safety, Security and Liaison would like to invite bidders for the supply and delivery of office stationery at Head Office and Regional Offices in the Province.

3. DEFINITIONS

- 3.1 “**DCSSL**” shall mean the Mpumalanga Provincial Department of Community Safety, Security and Liaison.
- 3.2 “**Contract**” shall comprise of the full documentation attached hereto, specifically the documents headed.

4. SCOPE OF WORK

- 4.1 The successful service provider(s) will be required to supply and deliver office stationery to the DCSSL Head Office and all Regional Offices as and when required, and as per the agreed specifications. Offices are located as follows;
 - 4.1.1 Head Office (Mbombela);
 - 4.1.2 Mpumalanga Traffic Training College;
 - 4.1.3 Ehlanzeni Regional Office(North and South);
 - 4.1.4 Gert Sibande Regional Office, and
 - 4.1.5 Nkangala Regional Office
- 4.2 The successful service provider(s) will be paid for goods delivered.

THE FOLLOWING ARE THE ITEMS TO BE QUOTED FOR A PERIOD OF THREE YEARS INCLUDING ESCALATIONS WHERE NECESSARY.

- Stationery
- Printing Paper
- Printing Cartridges

THE FOLLOWING SHOULD BE NOTED BEFORE COMPLETING THIS PRICING SCHEDULE

1. Service providers are required to charge profit on a Mark – Up Method (Percentage %).
2. Mark – Up (Percentage %) must be charged per the three (3) mentioned Item Categories (e.g. Stationery, Printing Papers and Printing Cartridges and NOT per item Description (e.g. Red ball Pen).
3. Mark – Up (Percentage) must be same on all items description per item Category.
4. All service providers are required to include VAT (15%) after the **TOTAL PRICE AFTER MARK – UP** column irrespective of whether you VAT registered or NOT
5. Appointed service provider/s will be encouraged to register VAT with SARS, due to the threshold value of the this bid.
6. Incorrect completion of Annexure(A) for Bid Pricing will automatically result in your bid being disqualified

NOTE – THE FOLLOWING IS AN EXAMPLE OF TABLE TO BE USE BY BIDDERS FOR BIDDING PRICE ON ANNEXURE (A)

YEAR (1) ITEM CATEGORIES : STATIONERY, PRINTING PAPERS AND PRINTING CARTRIDGES

12%

MARK UP PERCENTAGE% (E,G)

YEAR 1							
ITEM CATEGORY/ DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED COST PRICE (R)	TOTAL COST PRICE (R) BEFORE MARK UP	SUPPLIER MARK – UP AMOUNT	TOTAL PRICE (R) AFTER MARK UP	TOTAL PRICE(IN RANDS) INCLUSIVE OF VAT @ 15% 1 ST YEAR
STATIONERY(1)							
Red Ball Pen	200	Box	300.00	60000.00	7200.00	67200.00	77280.00
PRINTING PAPERS(2)							
A4 White Papers	1000	Box	250.00	250000.00	30000.00	280000.00	322000.00

PRINTING CATRIDGES(3)										
HP Laserjet Q7553 A	100	Each	1200.00	120000.00	14400.00	134400.00	154560.00			
HP Laserjet CB 540A	50	Each	1700.00	85000.00	10200.00	95200.00	109480.00			
TOTAL PRICES FOR ALL THREE(3) CATEGORIES) 1ST YEAR								R 663 320.00		

YEAR (2) ITEM CATEGORIES : STATIONERY, PRINTING PAPERS AND PRINTING CARTRIDGES

MARK UP PERCENTAGE% (E,G)

12%

YEAR 2

ITEM CATEGORY/ DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED COST PRICE (R)	TOTAL COST PRICE (R) BEFORE MARK UP	SUPPLIER MARK – UP AMOUNT	TOTAL PRICE (R) AFTER MARK UP	TOTAL PRICE(IN RANDS) INCLUSIV E OF VAT @ 15% 2ND YEAR
STATIONERY(1)							
Red Ball Pen	200	Box	350.00	70000.00	8400.00	78400.00	90160.00
PRINTING PAPERS(2)							
A4 White Papers	1000	Box	300.00	300000.00	36000.00	336000.00	386400.00
PRINTING CATRIDGES(3)							
HP Laserjet Q7553 A	100	Each	1400.00	140000.00	16800.00	156800.00	180320.00

HP Laserjet CB 540A	50	Each	1900.00	95000.00	11400.00	106400.00	122360.00						
TOTAL PRICES FOR ALL THREE(3) CATEGORIES) 2ND YEAR								R 779 240.00					

YEAR (3) ITEM CATEGORIES : STATIONERY, PRINTING PAPERS AND PRINTING CARTRIDGES

MARK UP PERCENTAGE% (E,G)

12%

YEAR 3										
ITEM CATEGORY/ DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED COST PRICE	TOTAL COST PRICE (R)	SUPPLIER MARK -	TOTAL PRICE (R) AFTER	TOTAL PRICE(IN RANDS)			

		(R)	BEFORE MARK UP	UP AMOUNT	MARK UP	INCLUSIVE OF VAT @ 15 % 3 RD YEAR
STATIONERY(1)						
Red Ball Pen	200	Box	84000.00	10080.00	94080.00	108192.00
PRINTING PAPERS(2)						
A4 White Papers	1000	Box	370000.00	44400.00	414400.00	476560.00
PRINTING CATRIDGES(3)						
HP Laserjet Q7553 A	100	Each	210000.00	25200.00	235200.00	270480.00
HP Laserjet CB 540A	50	Each	120000.00	14400.00	134400.00	154560.00

**TOTAL PRICES
FOR ALL
THREE(3)
CATEGORIES)
3RD YEAR**

R 1 009 792.00

YEAR 1 SUB TOTAL PRICES FOR ALL THREE(3) CATEGORIES	YEAR 2 SUB TOTAL PRICES FOR ALL THREE(3) CATEGORIES	YEAR 3 SUB TOTAL PRICES FOR ALL THREE(3) CATEGORIES	TOTAL BID PRICE(TOTAL FOR YEAR 1,2 AND 3)
R 663 320.00	R 779 240.00	R 1 009 792.00	R 2 452 352.00

5. THE PROPOSAL SHOULD INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING

5.1 **Bidders profile** – The legal name of the entity, the principal business, if applicable an overview of the consortium with a description of the corporate organization of the proposing entity, including all members of the consortia and / sub-contracts, if applicable description of the role of the lead partner and participation of the consortium.

5.2 **Performance Capabilities** – The bidder must provide information that details specific related experience in supply, delivery of office stationery and proof of reference must also be submitted.

5.3 **The reference shall include:**

Client Name	Contact Name	Telephone	E-mails	Description of the scope of service	Timeframe & budget of project

5.4 Evidence must be provided as to the financial viability and capability of the bidder to carry out the project of this scale. Such evidence shall include the most recent audited financial statements or bank rating from accredited financial institutions

5.5 The contract will be for a period of **three years**, effective from the date of the signing of the contract (service level agreement). Extension may be granted in writing by the accounting officer.

5.6 All bid prices accepted from the successful bidder(s) shall remain fixed from date of acceptance of the contract.

5.7 A statement indicating whether any portion of goods is expected to be sourced from outside the Republic of South Africa and if so, what portion of payment from the department will be transferred out of the Republic of South Africa.

6. DISPUTES

6.1 All disputes arising from the contract will be settled by means of mutual consultations, mediation (with or without legal representatives), arbitration or, when unsuccessful, in a South African court of law.

7. INFRASTRUCTURE

7.1 It is expected of a service provider to have basic facilities such as a business premises, telecommunications and reliable and reachable contact person.

7.2 It is expected of a service provider to provide a suitable mode of delivery and distribution of goods for effective and efficient delivery of the service as per the contract.

8. PRICING

8.1 All bid prices accepted from the successful bidder's will remain **fixed from date of acceptance and for the three years duration of the contract**. The successful bidder(s) must take **increases** into consideration for the three years of the contract period.

9. DELIVERABLES

9.1 Purchase orders will be generated and issued by the Head and Regional offices as and when required.

9.2 Deliveries of stationery will take place at the Head and Regional Offices upon the verification and confirmation of a goods delivery note.

9.3 All deliveries must be accompanied by a delivery note stating the official order number.

9.4 Deliveries of stationery will be accepted by the end user during working hours and a service provider is expected to consider urgent requests from the DCSSL, as and when required.

9.5 Contracted service provider(s) may be requested to supply and deliver other stationery items which are not contained in this document.

9.6 The lead time for the delivery of items required will be five (05) working days after the receipts of a signed purchase order by the service provider.

10. PRODUCT COMPLIANCE

10.1 The department reserves the right to return wrongly, faulty and/or inferior quality delivered goods.

11. ACCEPTANCE OF BIDS

11.1 The Department reserves the right to conduct interviews with short-listed bidder(s) before final selection.

11.2 The department reserves the right to appoint more than one service provider.

11.3 The successful bidder(s) will be expected to enter into a contract (service level agreement) with the Department.

11.4 The Department may conduct a physical verification of the shortlisted bidder's infrastructure including the transport mode.

12. EVALUATION CRITERIA

12.1 **Stage 1:** Bidders will be evaluated based on functionality. The minimum threshold for functionality is 70 out of 100 points. Bidders who fail to meet minimum threshold of 70 points will be eliminated and will not be considered further for price and specific goals points

NO	EVALUATION CRITERIA	SCORING GUIDE	POINTS ALLOCATION
1.	<p>KNOWLEDGE AND TRACK RECORD IN SUPPLY AND DELIVERY OF OFFICE STATIONERY.</p> <ul style="list-style-type: none"> • Attachment of appointment letters/orders for supply and delivery of office stationery. • Attachment of appointment letters/orders for supply and delivery of office stationery. • Attachment of appointment letters/orders worth R 500 000.00 to R 999 999.00 (20) • Attachment of orders below R 500 000.00 (05) <p>N.B. Attach originally certified copies of appointment letters or purchase order for Supply and Delivery of Office Stationery.</p>	<ul style="list-style-type: none"> • Above R 2 000 000.00 (40) • R 1 000 000.00 to 2 000 000.00 (30) • R 500 000.00 to R 999 999.00 (20) • Below R 500 000.00 (05) 	40
2.	<p>INFRASTRUCTURE</p> <p>Ability to provide service:</p> <ul style="list-style-type: none"> • Access to suitable telecommunication equipment (traceable telephone number (01), cellphone number (01), web address for internet access (01), e-mails address (01) and company premises (01), attach proof of business address). <p>Vehicles :</p> <ul style="list-style-type: none"> • Availability of three (03) and above vehicles with registration certificate/ documents in the bidding company's name. 	<p>(05)</p> <p>(25)</p>	30

	<ul style="list-style-type: none"> • Availability of two (02) vehicles with registration certificate/ documents in the bidding company's name. (15) • Availability of one (01) vehicle with registration certificate/ documents in the bidding company's name. (10) • Signed Rental Lease Agreement to use the vehicle by the service provider. (05) <p>N.B Attach originally certified copies of vehicle registration certificate/document in the company's bidding name, which will be verified by the Department.</p>		
3.	<p>FINANCIAL CAPACITY</p> <p>Originally certified copies of proof of financial bank rating from an accredited financial institution and must have a rand value and a bank dated stamp.</p> <p>No points will be allocated to bank letter which does not have rand value and bank dated stamp</p>	<ul style="list-style-type: none"> • Bank rating of above R 2 million rand (30) • Bank rating of above R 1 million to R 2 million (20) • Bank rating of above R 500 000.00 to R 1 million (15) • Banking rating of above R 200 000.00 to R500 000 (10) • Bank rating below R 200 000.00 (5) points 	30
	TOTAL	100	100

12.2 STAGE 2: EVALUATION IN TERMS OF (90/10 OR 80/20) PREFERENCE POINTS SYSTEM

12.2.1 The bidder who obtain the threshold of 70 points will be evaluated further based on the 90/10 OR 80/20 Preference point system.

12.2.2 The following formula must be used to calculate the points for price in respect of Bids / procurement with a Rand value up to R50 million, inclusive of all applicable taxes 80/ 20 will be apply, and for the procurement with a Rand value above R50 million a 90/10 will be apply.

$$Ps = 90 - 1 \cdot \frac{Pt - Pmin}{Pmin} \quad \text{OR} \quad Ps = 80 - 1 \cdot \frac{Pt - Pmin}{Pmin}$$

Where

Ps = Points scored for comparative price of bid or offer under consideration;

Pt = Comparative price of bid or offer under consideration; and

Pmin = Comparative price of lowest acceptable bid or offer.

12.2.3 The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022, Regulations were gazette 4 November 2022 (No. 47552) Vol.689 and effective from 16 January 2023.

12.2.4 Bids will be evaluated as per the above mentioned regulations. Bidders are required to submit evidence by which preference points can be claimed based on the specific goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.

12.2.5 A maximum of 20/10 points may be awarded to a bidder for fully complying with specific goals requirements stipulated in the table below.

	80/20	90/10
The specific goals allocated points in terms of this tender	Number of Points	Number of Points
Voting rights – Equity Ownership	03	02
Women – Equity Ownership	05	02
Disability – Equity Ownership	03	02
Youth	05	02
Local Nature of Enterprise	04	02
	20 Points	10 Points

12.2.6 Procedure to claim Special Goals points: (No specific goals will be allocated to bidders who fail to submit the below listed documents)

12.2.6.1 Central Suppliers Database (CSD) report must be attached and will be used to determine the ownership percentage for:

- I). Women,
- ii) Youth,
- iii). Locality, (local nature of enterprise refers to companies based in the Mpumalanga Province and attach proof of residence)
- iv). Voting rights that will determine the number of points to be allocated.

12.2.6.2 To claim point for disability a confirmation letter from the doctor or doctors report must be attached

13. **COMPULSORY REQUIREMENTS**

To be considered responsive, bid documents must be accompanied by the following **compulsory documents** at the closing date and time of the bid.

- 13.1 Duly completed and signed all the attached SBD forms,
- 13.2 The bidder must be registered on the Central supplier Database and be tax compliant in the CSD (Central Suppliers Database)
- 13.3 Originally certified copy of business Registration Certificate from CIPC.
- 13.4 Originally certified copies of Identity Documents of directors / partners / shareholders of the Business.
- 13.5 Bidders who have public sector (national, provincial and local government) officials as directors / shareholders / partners shall be disqualified if they fail to provide approval/s from their executing authorities authorizing them to undertake remunerative work outside their employments in the public service.
- 13.6 Where consortium or joint ventures are involved, each part must submit certified copies of CIPC, ID copies and valid tax pin.
- 13.7 Bid documents must be dully completed in black ink and signed. Any use of tippex on the bid documents shall nullify the bid. All incomplete bid documents shall not be considered.
- 13.8 Failure to submit **all compulsory bid requirements** shall nullify the bid.
- 13.9 Failure to declare the bidder's interest in the SBD4 provided in the bid document is regarded as misrepresentation of fact. In case such a bidder is awarded a contract based on the incorrect

information provided, the contract will be cancelled, and that the bidder will be restricted from doing business with the Public Sector.

14. GENERAL CONDITIONS OF THE BID

- 14.1. The successful bidder is entitled to general knowledge acquired in the execution of this agreement and may use it, provided it is not to be detriment of the DCSSL.
- 14.2 Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bid.
- 14.3 **COUNTER CONDITIONS** - Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in invalidation of their bids.
- 14.4 All bid prices accepted from the successful bidder(s) shall remain fixed (not subject to exchange rates or other variations, except for the annual escalation) from date of acceptance of the contract.
- 14.5 The Service Provider will be subjected to a security screening investigation by the DCSSL at any stage during the duration of this contract. If the results thereof are negative and/or unfavorable and/or have a material or adverse effect to the carrying out of this contract, DCSSL shall be entitled to cancel this contract immediately, in writing.
- 14.6 The service provider must have infrastructure (physical premises) and capacity to supply and deliver stationery in the regions being bided for. The bid must include all costs for packaging the stationery, as well as delivery cost. The DCSSL will not accept damaged supplies due to substandard packaging and delivery.
- 14.7 The service provider must deliver the goods as specified on the official signed DCSSL purchase order within five (05) working days of receipt of such purchase order. Deliveries are to be made to any DCSSL office within the region(s) for which the bidder has submitted a bid.
- 14.8 Should the supplier provide the DCSSL with any other material other than stated, not agreed upon and/or which is found to be faulty, the DCSSL reserves the right to return the identified material, and the service provider must deliver the correct items at no additional cost to the DCSSL within 3 (three) working days.
- 14.9 The successful service provider(s) must provide **ONLY** original brand name toner/cartridges/drum units. **No refilled or generic equivalent toners/cartridges/drum units may be provided.** Failure to comply with this clause could result in penalties being imposed as per the Service Level Agreement.

14.10 The DCSSL reserves the right;

- 14.10.1 Not to award or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
- 14.10.2 To negotiate with one or more shortlisted bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any bidder who has not been shortlisted.
- 14.10.3 To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted have been notified of their status
- 14.10.4 To conduct site inspections, product evaluation, or explanatory meetings in order to verify the nature and quality of products offered by the service provider. This will be done before/or after adjudication of the bid. The site visit will be carried out with shortlisted bidders only.
- 14.10.5 The shortlisted bidders may be invited to do a presentation regarding the content and quality of the stationery.
- 14.10.6 The DCSSL may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within three (3) days after the request has been made, otherwise the proposal may be disqualified.
- 14.10.7 The DCSSL will not be liable for any expenses incurred by the bidders during the bidding process.
- 14.10.8 All prices quoted must be fully inclusive of all cost and Value Added Tax. No additional cost other than agreed amounts will be paid by DCSSL.
- 14.10.9 Preferential consideration will be given to bidders that are legal entities. In the case of Regional Sub-contracting or joint venture agreement, the DCSSL will enter into a single contract with a principal service provider.
- 14.10.10 Bidding companies must clearly indicate if they envisage outsourcing part of the project.
- 14.10.11 DCSSL will enter into a Service Level Agreement with the successful bidder(s), taking all aspects of the contract into account.

- 14.10.12 Under no circumstances will negotiation with any bidder(s) constitute an award or promise/undertaking to award the contract.
- 14.10.13 The DCSSL reserves the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 14.10.14. The DCSSL reserves the right to purchase standard items outside the contract should the successful bidder fail to deliver within the specified time.
- 14.10.15 The DCSSL reserves the right to add and/or update the list of items as and when necessary, this will be done in consultation with the successful service provider in writing.

15. VALIDITY PERIOD

The tender will be valid for 90 days from the closing date.

ANNEXURE (A) – BID PRICING SCHEDULE FOR THE THREE YEAR PERIOD

N.B – THE FOLLOWING IS A TABLE TO BE COMPLETED BY BIDDERS FOR BID PRICING

ITEM CATEGORIES: STATIONERY, PRINTING PAPERS AND PRINTING CARTRIDGES

YEAR ONE (1) MARK UP PERCENTAGE%

YEAR 1							
ITEM CATEGORY/ DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED COST PRICE (R)	TOTAL COST PRICE (R) BEFORE MARK UP	SUPPLIER MARK – UP AMOUNT	TOTAL PRICE (R) AFTER MARK UP	TOTAL PRICE(IN RANDS) INCLUSIVE OF VAT @ 15% 1 ST YEAR
STATIONERY(1)							
Red Ball Pen	200	Box	300.00	60000.00			
Staple Remover	1000	each	50	50000			
Ruler 30cm Plastic / Clear	1000	each	10	10000			
Exam Pad	2000	Each	50	100000			

Punch Heavy Duty 2holes	500	Each	80	40000			
PRINTING PAPERS(2)							
A4 White Papers	1000	Box	250.00	250000.00			
A3 White Papers	1000	Box	300.00	300000.00			
PRINTING CATRIDGES(3)							
HP Laserjet Q7553 A	100	Each	1200.00	120000.00			
HP Laserjet CB 540A	50	Each	1700.00	85000.00			
TOTAL PRICES FOR ALL THREE(3) CATEGORIES) 1ST YEAR							R _____

YEAR TWO (2) MARK UP PERCENTAGE%

YEAR 2							
ITEM CATEGORY/ DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED COST PRICE (R)	TOTAL COST PRICE (R) BEFORE MARK UP	SUPPLIER MARK – UP AMOUNT	TOTAL PRICE (R) AFTER MARK UP	TOTAL PRICE(IN RANDS) INCLUSIVE OF VAT@ 15% 2 ND YEAR
STATIONERY(1)							
Red Ball Pen	200	Box	300.00	60000.00			
Staple Remover	1000	each	50	50000			
Ruler 30cm Plastic / Clear	1000	each	10	10000			
Exam Pad	2000	Each	50	100000			
Punch Heavy Duty 2holes	500	Each	80	40000			
PRINTING PAPERS(2)							
A4 White Papers	1000	Box	250.00	250000.00			

A3 White Papers	1000	Box	300.00	300000.00		
PRINTING CATRIDGES(3)						
HP Laserjet Q7553 A	100	Each	1200.00	120000.00		
HP Laserjet CB 540A	50	Each	1700.00	85000.00		
TOTAL PRICES FOR ALL THREE(3) CATEGORIES)						
2ND YEAR						R _____

YEAR THREE (3) MARK UP PERCENTAGE%

YEAR 3							
ITEM CATEGORY/ DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED COST PRICE (R)	TOTAL COST PRICE (R) BEFORE MARK UP	SUPPLIER MARK – UP AMOUNT	TOTAL PRICE (R) AFTER MARK UP	TOTAL PRICE(IN RANDS) INCLUSIVE OF VAT @ 15% 3 RD YEAR
STATIONERY(1)							
Red Ball Pen	200	Box	300.00	60000.00			
Staple Remover	1000	each	50	50000			
Ruler 30cm Plastic / Clear	1000	each	10	10000			
Exam Pad	2000	Each	50	100000			
Punch Heavy Duty 2holes	500	Each	80	40000			
PRINTING PAPERS(2)							
A4 White Papers	1000	Box	250.00	250000.00			
A3 White Papers	1000	Box	300.00	300000.00			

YEAR 1 SUB TOTAL PRICES FOR ALL THREE (03) CATEGORIES	YEAR 2 SUB TOTAL PRICES FOR ALL THREE (03) CATEGORIES	YEAR 3 SUB TOTAL PRICES FOR ALL THREE (03) CATEGORIES	TOTAL PRICES FOR ALL THREE (03) CATEGORIES (BIDDING PRICE)
R _____	R _____	R _____	R _____

Take note that all enquiries for the bid shall be directed to the following officials:

Technical enquiries: Mr. LL Makhanya Supply Chain Management: Mr. B. Mabaso

Tel: 013 766 4013

Tel: 013 766 4078

Email: Lmakhanya@mpg.gov.za

Email: mabasob@mpg.gov.za



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

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

Two empty text boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name) [Grid]

Trading name (if applicable) [Grid]

ID/Passport no [Grid] Company/Close Corp. registered no [Grid]

Income Tax ref no [Grid] PAYE ref no 7 [Grid]

VAT registration no 4 [Grid] SDL ref no L [Grid]

Customs code [Grid] UIF ref no U [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Postal address [Grid]

Particulars of representative (Public Officer/Trustee/Partner)

Surname [Grid]

First names [Grid]

ID/Passport no [Grid] Income Tax ref no [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

--

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

--

Date

Name of applicant/Public Officer

Notes:

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_S = 80 \left(1 - \frac{P_t - P}{P} \right) & \mathbf{or} & P_S = 90 \left(1 - \frac{P_t - P}{P} \right) \end{array}$$

Where

P_S = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_S = 80 \left(1 + \frac{P_t - P}{P} \right) & \mathbf{or} & P_S = 90 \left(1 + \frac{P_t - P}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

A90/10 or 80/20 preference point system will be applicable depending on the lowest acceptable bid

The tendered must indicate points they claim for each preference points system as indicated on the table below

The specific goals allocated points in terms of this tender	80/20		90/10	
	Number of Points	Number of Points claimed by bidders	Number of Points	Number of Points claimed by bidders
Voting rights – Equity Ownership	03		02	
Women – Equity Ownership	05		02	
Disability – Equity Ownership	03		02	
Youth	05		02	
Local Nature of Enterprise	04		02	
	20 Points		10 Points	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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