

**SASSA: 24-22-SCM-FS**

**INVITATION TO BID**

THE SOUTH AFRICAN SOCIAL SECURITY AGENCY HEREBY INVITES PROPOSALS FROM POTENTIAL SERVICE PROVIDERS TO BID FOR ACCREDITATION FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR SASSA FREE STATE REGION FOR A PERIOD OF 36 MONTHS (3 YEARS).

**PROPOSALS MUST BE DEPOSITED IN THE BID HELD BOX SITUATED AT:**

: SASSA House Iustitia Building (Ground Floor),  
Cnr St Andrews and Aliwal Street,  
Bloemfontein  
9300

**Date of publication** : 14 October 2022  
**CLOSING DATE** : 03 November 2022  
**TIME** : 11:00

**TECHNICAL ENQUIRIES CAN BE DIRECTED TO:**

**CONTACT** : Mrs Gift Ziyeka – 051 410 8407;  
Email: Giftz@sassa.gov.za

**SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:**

**CONTACT** : Ms Bomikazi Tambodala – 051 410 8417  
Email: BomikaziT@sassa.gov.za

**WHERE DOCUMENTS BID CAN BE OBTAINED:**

<https://etenders.treasury.gov.za>  
<https://etenders.treasury.gov.za/>  
<http://www.sassa.gov.za>

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South African Social Security Agency  
Limpopo Region

43 Landros Mare Street • Polokwane 0699  
Private Bag X9677 • Polokwane 0700  
Tel: +27 15 291 7400 • Fax: +27 15 291 7996  
[www.sassa.gov.za](http://www.sassa.gov.za)

## PART A INVITATION TO BID

|                                                                                                                                                                                                                     |                                                                                                                                                                                                                                         |               |                                                                          |                               |                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                                                                    |                                                                                                                                                                                                                                         |               |                                                                          |                               |                                                                                        |
| BID NUMBER:                                                                                                                                                                                                         | SASSA:24-22-SCM-FS                                                                                                                                                                                                                      | CLOSING DATE: | 03 NOVEMBER 2022                                                         | CLOSING TIME:                 | 11:00                                                                                  |
| DESCRIPTION                                                                                                                                                                                                         | THE SOUTH AFRICAN SOCIAL SECURITY AGENCY HEREBY INVITES PROPOSALS FROM POTENTIAL SERVICE PROVIDERS TO BID FOR ACCREDITATION FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR SASSA- FREE STATE REGION FOR A PERIOD OF 36 MONTHS (3 YEARS). |               |                                                                          |                               |                                                                                        |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                          |                                                                                                                                                                                                                                         |               |                                                                          |                               |                                                                                        |
| SASSA HOUSE FREE STATE REGIONAL OFFICE, IUSTITIA BUILDING, GROUND FLOOR, CNR ST ANDREWS AND ALIWAL STREET, BLOEMFONTEIN                                                                                             |                                                                                                                                                                                                                                         |               |                                                                          |                               |                                                                                        |
|                                                                                                                                                                                                                     |                                                                                                                                                                                                                                         |               |                                                                          |                               |                                                                                        |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                               |                                                                                                                                                                                                                                         |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |                               |                                                                                        |
| CONTACT PERSON                                                                                                                                                                                                      | MS BOMIKAZI TAMBODALA                                                                                                                                                                                                                   |               | CONTACT PERSON                                                           | GIFT ZIYEKA                   |                                                                                        |
| TELEPHONE NUMBER                                                                                                                                                                                                    | 051 410 8417                                                                                                                                                                                                                            |               | TELEPHONE NUMBER                                                         | 051 410 8407                  |                                                                                        |
| FACSIMILE NUMBER                                                                                                                                                                                                    | N/A                                                                                                                                                                                                                                     |               | FACSIMILE NUMBER                                                         | N/A                           |                                                                                        |
| E-MAIL ADDRESS                                                                                                                                                                                                      | BomikaziT@sassa.gov.za                                                                                                                                                                                                                  |               | E-MAIL ADDRESS                                                           | GiftZ@sassa.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                                                                                                                                                                                          | TAX COMPLIANCE SYSTEM PIN:                                                                                                                                                                                                              |               | OR                                                                       | CENTRAL SUPPLIER DATABASE No: | MAAA                                                                                   |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                        | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                    |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |                               | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>                                               |                                                                                                                                                                                                                                         |               |                                                                          |                               |                                                                                        |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                                                                                                                      |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                   |                                                                                                                                                                                                                                         |               |                                                                          |                               |                                                                                        |
| 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

|                           |                                       |
|---------------------------|---------------------------------------|
| Name of bidder.....       | Bid number: <b>SASSA:24-22-SCM-FS</b> |
| Closing Time <b>11:00</b> | Closing date: <b>03 November 2022</b> |

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

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

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

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

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

\*Delete if not applicable

## STANDARD BIDDING DOCUMENT (SBD) 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

- 1.1** 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.
- 1.2** 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 interest<sup>1</sup> 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.

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<sup>1</sup> 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.



## STANDARD BIDDING DOCUMENT (SBD) 4

[illegible]

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## STANDARD BIDDING DOCUMENT (SBD) 4

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

## STANDARD BIDDING DOCUMENT (SBD) 4

- 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 consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder 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 the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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

---

<sup>2</sup> 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.



**STANDARD BIDDING DOCUMENT (SBD) 4**

investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | <b>20</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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

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

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## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

#### 5. BID DECLARATION

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

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

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

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

#### 7. SUB-CONTRACTING

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

(***Tick applicable box***)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 7.1.1 If yes, indicate:

- What                      percentage                      of                      the                      contract                      will                      be subcontracted.....%
- The                      name                      of                      the                      sub-contractor.....
- The                      B-BBEE                      status                      level                      of                      the                      sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| Black people                                                      |          |          |
| Black people who are youth                                        |          |          |
| Black people who are women                                        |          |          |
| Black people with disabilities                                    |          |          |
| Black people living in rural or underdeveloped areas or townships |          |          |
| Cooperative owned by black people                                 |          |          |
| Black people who are military veterans                            |          |          |
| <b>OR</b>                                                         |          |          |
| Any EME                                                           |          |          |
| Any QSE                                                           |          |          |

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|----------|---------------------------------------|-------|-----------------|-------------------------------------|--------------------------------------------------------------------|
|          |                                       |       |                 |                                     |                                                                    |

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....



## **Annexure A**

# **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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

## **security**

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.

Js General Conditions of Contract (revised July 2010)



# sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

## **TERMS OF REFERENCE**

**TERMS OF REFERENCE FOR THE ACCREDITATION OF A PANEL OF SERVICE PROVIDERS TO BID FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR SASSA – FREE STATE REGION FOR A PERIOD OF 36 MONTHS (3 YEARS)**

South African Social Security Agency  
Free State Region

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## 1. INTRODUCTION

The South African Social Security Agency (SASSA) has been established in terms of the South African Social Security Agency Act, 2004(Act No. 9 of 2004). SASSA is a schedule 3A public entity in terms of the Public Finance Management Act 1999 (Act No. 1 of 1999), as amended), and is responsible for the management, administration and payment of social assistance.

## 2. PURPOSE

To secure the services of suitable service provider/s to supply and deliver stationery to SASSA Free State Region for a period of 36 months. Successful service provider/s will be required to enter into a Service Level Agreement with SASSA Free State Region.

## 3. BACKGROUND

The Region has been procuring stationery through a quotation method for the past years, utilising the National Treasury Central Supplier Database system. The Agency deems it necessary to advertise an open bid for the supply and delivery of stationery to encourage competitive bidding and to obtain reasonable cost saving measures.

## 4. SCOPE OF WORK

4.1 The successful service provider/s must be able to:

4.1.1 Supply and deliver stationery to SASSA Free State as and when required.

4.1.2 Supply and deliver stationery items as listed on the attached **Annexure A**.

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## 5. DELIVERABLES

- 5.1 The Agency will place orders as and when required during the contract period.
- 5.2 The service provider must deliver within 5-7 working days of placing of an official order.
- 5.3 It is required from the service provider to keep stock of products or to ensure that full delivery takes place according to order quantities.
- 5.4 The service provider must provide their own labour for the offloading of the goods at the designated SASSA Regional Office.
- 5.5 The service provider shall package the goods as is required to prevent their damage or deterioration during transit to the Storerooms.
- 5.6 The delivery of products must include the off-loading thereof at the supplier's own risk and cost to the designated delivery addresses.
- 5.7 The goods should meet SABS requirements.

## 6. PRICING AND PAYMENT

- 6.1. SASSA shall, from time to time, request quotations from all service providers accredited on the panel for supply and delivery of stationery. Quotations will be evaluated in terms PPPFA.
- 6.2 Payment will be made in full once the delivery has been done to the satisfaction of SASSA.

## 7. MONITORING AND EVALUATION

- 7.1 The service provider/s will be expected to enter into a service level agreement with SASSA, which will form the basis for compliance monitoring.
- 7.2 There will be proper compliance with delivery timelines.
- 7.3 There will be provision of quality products and compliance to standards

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## 8. EVALUATION CRITERIA

**PROPOSALS SHALL BE EVALUATED ON TWO STAGES ADMINISTRATION COMPLIANCE AND FUNCTIONALITY CRITERIA.**

### 9.1 PHASE 1: ADMINISTRATION COMPLIANCE CRITERIA

**NB: THE FOLLOWING DOCUMENTS MUST BE FULLY SIGNED AND ATTACHED FOR THE PROPOSAL TO BE CONSIDERED FOR EVALUATION PROCESS:**

#### **8.1.1 ADMINISTRATION COMPLIANCE DOCUMENTS**

- 1. SBD1 – Invitation to bid;
- 2. SBD4 - Bidder's Disclosure;
- 3. Valid Tax Clearance Certificate or Pin;
- 4. Valid BEE Certificate or EME/QSE Affidavit;
- 5. SBD6.1 – Preference Point Claim Form;
- 6. Compliant Central Supplier Database Registration (CSD) Report – Proof of CSD registration.

### 9.2 PHASE 2: FUNCTIONALITY CRITERIA

Bidders that qualified during the Administrative compliance screening criteria will be evaluated on functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal (evaluated on the minimum functional terms of reference).

Bid proposals will be evaluated on a scale of 0-5 in accordance with the criteria below. The rating will be as follows; 0 = Non submission; 1=poor; 2= Average; 3= Good; 4= Very Good and 5= Excellent

**9.2.1** Functionality will be evaluated individually by members of the Bid Evaluation Committee in accordance with the below functionality criteria and values.

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**9.2.2** The applicable values that will be utilized when scoring each criteria ranges from: 0 = Non submission; 1=poor; 2= Average; 3= Good; 4= Very Good and 5= Excellent

| NO | Functionality Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | WEIGHTING    |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1  | <p><b>Experience in supply and delivery</b></p> <p><b>1.1</b> Bidders must provide reference letters and copy of order/s for each project carried for the supply and delivery of any project amounting to the value of R200 000.00 or more per order. The project carried out must be within the current period or not older than 3 years:</p> <ul style="list-style-type: none"> <li>• Non submission = 0 point</li> <li>• 1 reference = 1 point</li> <li>• 2 references = 2 points</li> <li>• 3 references = 3 points</li> <li>• 4 references = 4 points</li> <li>• 5 or more references = 5 points</li> </ul> <p><b>(40 points)</b></p> <p><b>1.2</b> bidders must provide reference letters and purchase orders for the provision of stationery:</p> <ul style="list-style-type: none"> <li>• Non submission = 0 point</li> <li>• R1.00 to R100 000.00 = 1 point</li> <li>• R100 001.00 to R200 000.00 = 2 points</li> <li>• R200 001.00 to R300 000.00 = 3 points</li> <li>• R300 001.00 to R400 000.00 = 4 points</li> <li>• R400 001.00 and more = 5 points</li> </ul> <p><b>(20 points)</b></p> <p><b>NB: 1 reference letter per award/contract</b></p> <ul style="list-style-type: none"> <li>• Must be in the referee's letterhead; have contactable numbers, preferably landline; have the name and signature of the referee; indicate the value, contract price and the period of delivery.</li> </ul> | <b>(60 )</b> |

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|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|              | <ul style="list-style-type: none"> <li>SASSA reserves the right to confirm the authenticity of the reference letter/s supplied by the bidder.</li> <li>Any information found to be misrepresented will result in disqualification.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |
| <b>2</b>     | <b>Bidder's Proof of capacity to deliver</b> <ul style="list-style-type: none"> <li>Stock Level (Confirmation of stock on hand) <b>OR</b></li> <li>Bidders letter of intent with the retailer (Letter of undertaking from any retailer confirming stock levels)</li> <li>The stock levels should be based on Items on Annexure A: <ul style="list-style-type: none"> <li>No items = 0 point</li> <li>1 to 35 items = 1 point</li> <li>36 to 70 items = 2 points</li> <li>71 to 105 items = 3 points</li> <li>106 to 140 items = 4 points</li> <li>141 to 176 items = 5 points</li> </ul> </li> </ul> <p>NB!! Letters of undertaking must be accompanied by stock level from any retailer as per Annexure A.</p> | <b>(15)</b> |
| <b>3</b>     | <b>Transport</b> <ul style="list-style-type: none"> <li>Bidders must have the ability to transport goods safely to the designated location. Mode of transport should be a delivery vehicle, <b>e.g.</b> panel van, trucks, quantum, utility cars, etc. (Attach Proof of vehicle ownership or Intent to lease) <ul style="list-style-type: none"> <li>Non submission = 0 point</li> <li>Courier services = 1 point</li> <li>Leased by the bidder = 3 points</li> <li>Owned by the bidder = 5 points</li> </ul> </li> </ul>                                                                                                                                                                                       | <b>(10)</b> |
| <b>4</b>     | <b>Methodology</b> <ul style="list-style-type: none"> <li>Project Implementation Plan on how services will be rendered after a purchase order has been issued.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>(15)</b> |
| <b>TOTAL</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>100</b>  |

### FUNCTIONAL THRESHOLD

The minimum functional threshold is **70 points**. Bidders who score **less** than this threshold will be disqualified and not considered for accreditation.

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## 10. SPECIAL CONDITIONS OF CONTRACT

- The following conditions apply to the accreditation, and if any of the conditions are not met the accreditation will not be considered:-
- The Agency reserves the right to appoint one (1) or more service providers or not to appoint any service provider at all.
- The general conditions of contracts as set out by the National Treasury will be applicable in all instances.
- The Agency will ensure that the service provider/s will be provided with all data required to render the services.
- Prospective service provider/s shall treat all available data provided by the Agency in the process as strictly confidential. Such data remains the property of the Agency.
- The service provider shall invoice the Agency in respect of goods supplied.
- The agency shall pay the service provider the total amount claimed within 30 days of receipt of the eligible invoice.
- The successful supplier will enter into a service level agreement with the Agency.
- The goods supplied under the contract shall be fully insured by the service provider/s against loss or damage.
- Service provider/s may be required to undergo security vetting.
- Bidders must submit their bids on or before the stipulated closing date and time. Late bids will not be considered.
- Bidders will be disqualified if found to have misrepresented information in their bid proposals.
- It is required from the service provider to keep stock of products or to ensure that full delivery takes place according to order quantities.
- No partial deliveries will be accepted.
- No courier deliveries will be accepted in the absence of the bidder or the representative.

## 11. PERIOD OF CONTRACT

- The duration of the service level agreement shall be three years (36 months).

## 12. ENQUIRIES

All requirements regarding the bid may be directed to the following:

### **Enquiries**

Name: Gift Ziyeka

Tel: 051 410 8407

Email: GiftZ@sassa.gov.za

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## ANNEXURE A

| ITEM NO. | DESCRIPTION                                                     | QUANTITY    | OF<br>UNIT<br>MEASURE<br>(UOM) | MINIMUM<br>ORDER<br>QUANTITY | DELIVERY<br>PERIOD<br>(5-7<br>WORKING<br>DAYS) |
|----------|-----------------------------------------------------------------|-------------|--------------------------------|------------------------------|------------------------------------------------|
| 1.       | Band, Rubber band,<br>no. 69 X 38 mm                            | As and when | Each                           | 1                            |                                                |
| 2.       | Binding elements 14<br>mm, black, A4 21<br>rings (box of 50)    | As and when | Each                           | 1                            |                                                |
| 3.       | Binding element, 16<br>mm, black A4 21<br>rings(box of 50)      | As and when | Each                           | 1                            |                                                |
| 4.       | Binding element, 20<br>mm, black A4 21<br>rings(box of 50)      | As and when | Each                           | 1                            |                                                |
| 5.       | Binding element, 26<br>mm, black A4 21<br>rings(box of 50)      | As and when | Each                           | 1                            |                                                |
| 6.       | Binding element,<br>45mm, black A4 21<br>rings(box of 50)       | As and when | Each                           | 1                            |                                                |
| 7.       | Binding element, 51<br>mm, black A4 21<br>rings(box of 50)      | As and when | Each                           | 1                            |                                                |
| 8.       | Book A4, Counter<br>books, 192 pg.                              | As and when | Each                           | 1                            |                                                |
| 9.       | Book A5, counter<br>books, 192 pg.                              | As and when | Each                           | 1                            |                                                |
| 10.      | Binding Spine - 10-<br>25 pages (A4)<br>spine size 3mm x100     | As and when | Each                           | 1                            |                                                |
| 11.      | Binding Spine - 40-<br>55 pages (A4)<br>spine size 7mm x<br>100 | As and when | Each                           | 1                            |                                                |
| 12.      | Binding Spine - 130-<br>160 pages (A4)                          | As and when | Each                           | 1                            |                                                |

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|--------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------|---------|---|--|
|                          | spine size 18mm x50                                                                                                       |             |         |   |  |
| 13.                      | Binding Spine - 160-190 pages (A4)<br>spine size Binding Spine - 21mm x50<br>190- 200 pages (A4)<br>spine size 24mm x 100 | As and when | Each    | 1 |  |
| 14.                      | Binding Spine - 280-340 pages (A4)<br>spine size 36mm x100                                                                | As and when | Each    | 1 |  |
| 15.                      | Finger Cones (small)                                                                                                      | As and when | Each    | 1 |  |
| 16.                      | Finger Cones (medium)                                                                                                     | As and when | Each    | 1 |  |
| 17.                      | Finger Cones (large)                                                                                                      | As and when | Each    | 1 |  |
| <b>CLIP , FOLD BACKS</b> |                                                                                                                           |             |         |   |  |
| 18.                      | Foldback clips (15mm)                                                                                                     | AS and When | Each    | 1 |  |
| 19.                      | Foldback clips (19mm)                                                                                                     | As and when | Each    | 1 |  |
| 20.                      | Foldback clips (25mm)                                                                                                     | As and when | Each    | 1 |  |
| 21.                      | Foldback clips (32mm)                                                                                                     | As and when | Each    | 1 |  |
| 22.                      | Foldback clips (41mm)                                                                                                     | As and when | Each    | 1 |  |
| 23.                      | Foldback clips (51mm)                                                                                                     | As and when | Each    | 1 |  |
| 24.                      | 12 Digit Calculator                                                                                                       | As and when | Each    | 1 |  |
| <b>ENVELOPES</b>         |                                                                                                                           |             |         |   |  |
| 25.                      | Envelope 120 C4 White                                                                                                     | As and when | Per Box | 1 |  |
| 26.                      | Envelope E10 Brown 110mm x 220mm                                                                                          | As and when | Per Box | 1 |  |

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|                  |                                                              |             |         |   |  |
|------------------|--------------------------------------------------------------|-------------|---------|---|--|
| 27.              | Envelope Mailing brown, E2 280mm                             | As and when | Per Box | 1 |  |
| 28.              | Envelope Mailing brown, E3                                   | As and when | Per Box | 1 |  |
| 29.              | Envelope Mailing E12A Brown                                  | As and when | Per Box | 1 |  |
| 30.              | Envelope Mailing BL, Brown                                   | As and when | Per Box | 1 |  |
| <b>FASTENERS</b> |                                                              |             |         |   |  |
| 31.              | Fasteners paper bulldog clip ST 19MM                         | As and when | Each    | 1 |  |
| 32.              | Fastener, paper indian Gem clip filing laces                 | As and when | Each    | 1 |  |
| 33.              | Fastener paper clip 33mm                                     | AS and When | Each    | 1 |  |
| 34.              | Fastener, paper indian GEM clips                             | As and when | Each    | 1 |  |
| <b>FILES</b>     |                                                              |             |         |   |  |
| 35.              | File, 2 ring create a cover 50 mm white                      | As and when | Each    | 1 |  |
| 36.              | File, A4 duraplus file assorted colours (no2579) (25 in box) | As and when | Each    | 1 |  |
| 37.              | File, A4 duraplus file 2579 black                            | As and when | Each    | 1 |  |
| 38.              | File, A4 PVC ring 40mm any colour                            | As and when | Each    | 1 |  |
| 39.              | File, Bantex create a cover assorted colour                  | As and when | Each    | 1 |  |
| 40.              | File, Lever Arch file cardboard, A4 50mm                     | As and when | Each    | 1 |  |
| 41.              | Z20 permanent File (black 3 fold)                            | As and when | Each    | 1 |  |
| 42.              | Z20A temporary File (black 2 fold)                           | As and when | Each    | 1 |  |
| 43.              | Suspension files – A4                                        | As and when | Each    | 1 |  |

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|-----|-------------------------------------------------------|-------------|------|---|--|
| 44. | Ring binder 25 mm                                     | As and when | Each | 1 |  |
|     | <b>GLUE</b>                                           |             |      |   |  |
| 45. | Glue, stick 40g                                       | As and when | Each | 1 |  |
|     | <b>HOLDERS</b>                                        |             |      |   |  |
| 46. | Holder, business card holder, 120mm x 250mm           | As and when | each | 1 |  |
| 47. | Memo Cube Holder - 400 Sheets:<br>Size 90 X 90 X 90mm | As and when | Each | 1 |  |
| 48. | Pen Holder 5 Cubes                                    | As and when | Each | 1 |  |
|     | <b>INDEX SHEETS</b>                                   |             |      |   |  |
| 49. | Index sheet, 10 tab cardboard assorted colours        | As and when | pack | 1 |  |
| 50. | Index sheet, A4 polydex 7050 labelled A-Z             | As and when | pack | 1 |  |
| 51. | Index sheet, A4 polydex 7053 numbered 1-12            | AS and When | pack | 1 |  |
| 52. | Index sheet, A4 PVC 1-10 Numbered                     | As and when | pack | 1 |  |
| 53. | Index sheet, A4 PVC January to December               | As and when | pack | 1 |  |
| 54. | Index sheet, numbered 1-31, PVC                       | As and when | pack | 1 |  |
| 55. | Index sheet, polydex A4, pvc INDEX 1-5                | As and when | pack | 1 |  |
| 56. | Index Tab                                             | As and when | pack | 1 |  |
|     | <b>INK</b>                                            |             |      |   |  |
| 57. | Ink stamp Trodat 4810 dater black                     | As and when | Each | 1 |  |

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|---------------|---------------------------------------------------------|-------------|------|---|--|
| 58.           | Endorsing ink<br>red/black 30ml                         | As and when | Each | 1 |  |
| 59.           | Self-inking stamps                                      | As and when | Each | 1 |  |
| 60.           | Ink pad                                                 | As and when | Each | 1 |  |
| 61.           | Date Stamp - 40 x<br>60mm 19/16" x2.3/8"                | As and when | Each | 1 |  |
| 62.           | Name stamp - 40 x<br>60mm 19/16" x2.3/8"                | As and when | Each | 1 |  |
| 63.           | Certifying Stamp -<br>37x76mm 11/2"x3"                  | As and when | Each | 1 |  |
| 64.           | Stamp Commissioner<br>of Oath - 40 x 60mm<br>119/16" x2 | As and when | Each | 1 |  |
| 65.           | Paid stamp - 37 X<br>14mm                               | As and when | Each | 1 |  |
| 66.           | Invoice stamp - 40 x<br>60mm 19/16" x2.3/8"             | As and when | Each | 1 |  |
| 67.           | Date Stamp - 40 x<br>60mm 19/16" x2.3/8"                | As and when | Each | 1 |  |
| <b>TABLES</b> |                                                         |             |      |   |  |
| 68.           | Label post it sign<br>here flag                         | AS and When | Each | 1 |  |
| 69.           | Lever prop indices                                      | As and when | Each | 1 |  |
| 70.           | Letter Trays Stacking<br>(3 tier) steel.                | As and when | Each | 1 |  |
| 71.           | Label tower 32mm,<br>white                              | As and when | Each | 1 |  |
| 72.           | Label tower 32mm,<br>Blue                               | As and when | Each | 1 |  |
| 73.           | Label tower 32mm,<br>yellow                             | As and when | Each | 1 |  |
| 74.           | Label tower 32mm,<br>Green                              | As and when | Each | 1 |  |
| 75.           | Label tower 32mm,<br>Red                                | As and when | Each | 1 |  |
| 76.           | Letter openers                                          | As and when | Each | 1 |  |

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|     | <b>LAMINATOR<br/>POUCHES</b>                       |             |      |   |  |
|-----|----------------------------------------------------|-------------|------|---|--|
| 77. | Laminator A3<br>laminator pouches<br>(box of 100)  | As and when | Box  | 1 |  |
| 78. | Laminator A4<br>laminator pouches<br>(box of 100)  | As and when | Box  | 1 |  |
|     | <b>MARKERS</b>                                     |             |      |   |  |
| 79. | Marker highlighter<br>florescent red               | As and when | Each | 1 |  |
| 80. | Marker highlighter<br>florescent Orange            | As and when | Each | 1 |  |
| 81. | Marker highlighter<br>florescent yellow            | As and when | Each | 1 |  |
| 82. | Marker tube type<br>highlighter blue               | As and when | Each | 1 |  |
| 83. | Marker highlighter<br>florescent pink              | As and when | Each | 1 |  |
| 84. | Marker to be type<br>highlighter green             | As and when | Each | 1 |  |
| 85. | Marker highlighter<br>assorted colours             | As and when | Each | 1 |  |
| 86. | Marker, Art-line 700<br>black                      | AS and When | Each | 1 |  |
| 87. | Marker, brown fa<br>round replaceable<br>point     | As and when | Each | 1 |  |
| 88. | Marker, maruzer<br>wonder marker 15,<br>blue       | As and when | Each | 1 |  |
| 89. | Marker, bullet point<br>dry wipe red               | As and when | Each | 1 |  |
| 90. | Marker felt tip pilot<br>fine-liner black          | As and when | Each | 1 |  |
| 91. | Marker koki pen<br>assorted colours (12<br>p/pack) | As and when | Each | 1 |  |
| 92. | Marker pilot fine-liner<br>blue                    | As and when | Each | 1 |  |

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|------|-------------------------------------------------------------------------------------------------|-------------|---------|---|--|
| 93.  | Marker pilot fine-liner red                                                                     | As and when | Each    | 1 |  |
| 94.  | Marker white board marker red                                                                   | As and when | Each    | 1 |  |
| 95.  | Marker whiteboard black                                                                         | As and when | Each    | 1 |  |
| 96.  | Marker whiteboard blue                                                                          | As and when | Each    | 1 |  |
| 97.  | Marker whiteboard, blue, dry wipe, bullet point                                                 | AS and When | Each    | 1 |  |
| 98.  | Permanent markers assorted colors (Red, black, green, blue)                                     | As and when | Each    | 1 |  |
| 99.  | Flip chart markers                                                                              | As and when | Each    | 1 |  |
| 100. | File fasteners                                                                                  | As and when | Each    | 1 |  |
| 701. | <b>File Plastic Pocket</b><br>- A4 250 Micron<br>Transparent Multi<br>Punched Filing<br>Pockets | As and when | Each    | 1 |  |
| 102. | File ring binders (10 in box)                                                                   | As and when | Box     | 1 |  |
|      | <b>WRITING PADS</b>                                                                             |             |         |   |  |
| 103. | Pad, writing A4, ruled                                                                          | As and when | Each    | 1 |  |
| 104. | Short hand note book (50 pages)                                                                 | As and when | Each    | 1 |  |
| 105. | Long hand note book (100 pages) (Exam pad)                                                      | As and when | Each    | 1 |  |
|      | <b>PAPER CLIPS</b>                                                                              |             |         |   |  |
| 106. | Paper clip 33mm                                                                                 | As and when | Per box | 1 |  |
| 107. | Paper clip, metal, 50mm LG                                                                      | As and when | Per box | 1 |  |
| 108. | Paper binder (standard size)                                                                    | AS and When | Per Box | 1 |  |
| 109. | Paper clip, metal 50mm LG                                                                       | As and when | Per Box | 1 |  |

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|------|-------------------------------------------------------------------------|-------------|----------------|---|--|
| 110. | <b>"Drawing Pins ½ - 12mm</b>                                           | As and when | Per Box        | 1 |  |
| 111. | <b>Clipboard- 230 x 335mm A4</b>                                        | As and when | Per Box        | 1 |  |
|      | <b>PAPER</b>                                                            |             |                |   |  |
| 112. | Paper copying A4 colour red                                             | As and when | Ream           | 1 |  |
| 113. | Paper office pad post it 37.5mm x 50.0mm                                | As and when | Box            | 1 |  |
| 114. | Paper, flipchart, white                                                 | As and when | Box            | 1 |  |
| 115. | Paper, office writing paper cube refill for message - 90 X90 Mm (White) | As and when | Pack           | 1 |  |
| 116. | Paper, carbon pencil, light blue A4, 100 sheet, 8                       | As and when | Box            | 1 |  |
| 117. | Paper, copying A4, 80gm, white                                          | As and when | Box            | 1 |  |
| 118. | Paper, copying A4, 80gm, light yellow                                   | As and when | Box            | 1 |  |
| 119. | Paper, copying A4, 80gm, bright blue                                    | As and when | Box            | 1 |  |
| 120. | Paper, copying brilliant white paper 150gm                              | As and when | Box            | 1 |  |
|      | <b>PENS</b>                                                             |             |                |   |  |
| 121. | Pen, BX-101 (Red) 12/p box                                              | AS and When | Per Box (fine) | 1 |  |
| 122. | Pen, BX-101, (Black) 12/p box                                           | As and when | Per Box (fine) | 1 |  |
| 123. | Pen, BX-101, (Red) 12/p box                                             | As and when | Per Box (Med)  | 1 |  |
| 124. | Pen, BX-101, (Black) 12/p box                                           | As and when | Per Box (Med)  | 1 |  |
| 125. | <b>Pen liquid gel ink Black 0.7 ( Box of 12)</b>                        | As and when | Per Box        | 1 |  |
|      | <b>PENCILS</b>                                                          |             |                |   |  |
| 126. | Pencils Hb Traditional 110 Hb - Top Quality Pencil                      | As and when | Per Box        | 1 |  |

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|                        |                                                               |             |      |   |  |
|------------------------|---------------------------------------------------------------|-------------|------|---|--|
|                        | (Box of 12)                                                   |             |      |   |  |
| 127.                   | Clutch pencils 0.5mm                                          | As and when | Each | 1 |  |
| 128.                   | Pencil leads 0.5mm                                            | As and when | Each | 1 |  |
| 129.                   | Pencil sharper with one whole                                 | As and when | Box  | 1 |  |
| <b>POST IT AND PAD</b> |                                                               |             |      |   |  |
| 130.                   | Post it pad, 653 SA                                           | As and when | Pack | 1 |  |
| 131.                   | Post it pad 75.0mm x 50.0mm                                   | As and when | Pack | 1 |  |
| 132.                   | Post it pad, 76mm x 127mm                                     | As and when | Pack | 1 |  |
| 133.                   | Post it pad, 76mm x 76mm                                      | As and when | Pack | 1 |  |
| 134.                   | Post it pad 76mm x 106mm                                      | As and when | Pack | 1 |  |
| 135.                   | Post it pad notes, 76mm x 105mm                               | AS and When | Pack | 1 |  |
| 136.                   | Post it pad notes, 75mm x 130mm                               | As and when | Pack | 1 |  |
| 137.                   | Post it pad notes, 75mm x 70mm (small)                        | As and when | Pack | 1 |  |
| 138.                   | Post it pad pop-up note refill                                | As and when | Pack | 1 |  |
| 139.                   | Post it pad post it 105mmg x 75mm                             | As and when | Pack | 1 |  |
| 140.                   | Post it pad, flags orange plastic clear, 25.4mm               | As and when | Pack | 1 |  |
| 141.                   | Post it pad, flag BBC-S plastic clear yellow                  | As and when | Pack | 1 |  |
| 142.                   | Post it pad flag, 25.4mm x 43.6mm green                       | As and when | Pack | 1 |  |
| 143.                   | Post it tape, flags assorted colours                          | As and when | Pack | 1 |  |
| 144.                   | Memo Cube Refills - 90 X90 Mm White Paper Cube Refill (white) | As and when | Box  | 1 |  |

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|------|----------------------------------------------|-------------|------|---|--|
|      | <b>PUNCH</b>                                 |             |      |   |  |
| 145. | Punch, paper, 2-Hole heavy duty              | As and when | Each | 1 |  |
| 146. | Punch, paper 1 hole                          | As and when | Each | 1 |  |
| 147. | Punch, paper 2 holes                         | As and when | Each | 1 |  |
|      | <b>STAPLERS<br/>STAPLES</b>                  |             |      |   |  |
| 148. | Standard office Stapler                      | As and when | Each | 1 |  |
| 149. | Staples for standard office stapler          | As and when | Each | 1 |  |
| 150. | Stapler Giant                                | As and when | Each | 1 |  |
| 151. | Staples for Giant stapler                    | As and when | Each | 1 |  |
| 152. | Stapler remover                              | As and when | Each | 1 |  |
|      | <b>SCISSORS</b>                              |             |      |   |  |
| 153. | Scissors, large (multicolor) handle scissors | As and when | Each | 1 |  |
|      | <b>SHEETS</b>                                |             |      |   |  |
| 154. | Sheet, plastic frosted blue A4               | As and when | Each | 1 |  |
| 155. | Sheet, plastic, frosted clear                | As and when | Each | 1 |  |
|      | <b>TAPES</b>                                 |             |      |   |  |
| 156. | Tape cello tape, self-adhesive clear, 48 mm  | As and when | Each | 1 |  |
| 157. | Tape, packaging tape brown, 48 mm            | AS and When | Each | 1 |  |
|      | <b>WHITE BOARD<br/>CLEANERS</b>              |             |      |   |  |
| 158. | Whiteboard liquid cleaner 250ml              | As and when | Each | 1 |  |
| 159. | White board eraser                           | As and when | Each | 1 |  |

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|      | <b>RULERS</b>                                                                                                                                                          |             |      |   |  |
| 160. | Rulers plastic 30cm                                                                                                                                                    | As and when | Each | 1 |  |
| 161. | Stencil medium                                                                                                                                                         | As and when | Each | 1 |  |
|      | <b>RUBBERS/ERASERS</b>                                                                                                                                                 |             |      |   |  |
| 162. | Rubbers                                                                                                                                                                | As and when | Each | 1 |  |
|      | <b>MASTER FILES</b>                                                                                                                                                    |             |      |   |  |
| 163. | Divider cards                                                                                                                                                          | As and when | Each | 1 |  |
| 164. | File Dividers                                                                                                                                                          | As and when | Pack | 1 |  |
| 165. | Speedtabs                                                                                                                                                              | As and when | Pack | 1 |  |
| 166. | Laser Tab and plastics overlay                                                                                                                                         | As and when | Pack | 1 |  |
| 167. | File Mechanism                                                                                                                                                         | As and when | Pack | 1 |  |
| 168. | Master Files                                                                                                                                                           | As and When | Pack | 1 |  |
|      | <b>ARCHIVE BOXES</b>                                                                                                                                                   |             |      |   |  |
| 169. | Archive boxes with lid<br>435L x 340W x 250D                                                                                                                           | As and when | Each | 1 |  |
| 170. | Collapsible filling box<br>– 260 X 105 X 380 mm                                                                                                                        | As and when | Each | 1 |  |
|      | <b>BOOKS</b>                                                                                                                                                           |             |      |   |  |
| 171. | Grant Application Form - A4 Prints:<br>Full Colour 1 side on NCR, 50 in duplicate<br>Cover: 1 Colour 1 side on 80g bond 5 x diff<br>Finishing: Q-bind 50 sets per book | As and when | Each | 1 |  |
| 172. | <b>Medical Assessment Referral Forms – A4</b>                                                                                                                          | As and when | Each | 1 |  |

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|                                                                                                                                                                             | Prints: Full Colour 1 side on 80g bond<br>Cover: 1 Colour 1 side on 80g bond.<br>100 per book<br>Finishing: Q-bind 100 sets per book                                                           |             |      |   |  |
| 173.                                                                                                                                                                        | <b>Medical Assessment Books Disability Grant – A3</b><br>Prints: Full Colour 1 side on NCR, 50 in duplicate<br>Cover: 1 Colour 1 side on 80g bond 5 x diff<br>Finishing: Q-bind/number/barcode | As and when | Each | 1 |  |
| 174.                                                                                                                                                                        | <b>Medical Assessment Books Care Dependency – A3</b><br>Prints: Full Colour 1 side on NCR, 50 in duplicate<br>Cover: 1 Colour 1 side on 80g bond 5 x diff<br>Finishing: Q-bind/number/barcode  | As and when | Each | 1 |  |
| 175.                                                                                                                                                                        | Attendance register – A3, pages (SASSA spec and logo)                                                                                                                                          | As and when | Each | 1 |  |
|                                                                                                                                                                             | <b>USB</b>                                                                                                                                                                                     |             |      |   |  |
| 176.                                                                                                                                                                        | USB – 32GB                                                                                                                                                                                     | As and when | Each | 1 |  |
| <b>All item's delivery periods must be completed, failure to do so will disqualify your bid proposal, unless the item is being discontinued and proof must be attached.</b> |                                                                                                                                                                                                |             |      |   |  |

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