



Our Ref: NLSA 10/2025-2026

Enquiries: Kenny Netshiongolwe

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Contact Number: 012 401 9765

20 February 2025

**TO: ALL BIDDERS**

**KINDLY NOTE THAT TENDER: NLSA 10/2025-2026 (RE-ADVERTISEMENT) - APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE ONCE OFF SUPPLY AND DELIVER THE PRESERVATION AND CONSERVATION STATIONERY AND CONSUMABLES HAS BEEN REVISED WITH AMENDMENTS TO THE FUNCTIONALITY CRITERIA, THE CLOSING DATE REMAINS UNCHANGED AS AT 12 MARCH 2026.**



## NATIONAL LIBRARY OF SOUTH AFRICA

228 Johannes Ramokhoase Street  
Private Bag X397  
Pretoria  
0001

5 Queen Victoria Street  
Cape Town  
8001

### **READVERTISEMENT: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER ONCE OFF THE PRESERVATION AND CONSERVATION SERVICES SPECIALIZED STATIONERY AND CONSUMABLES.**

**Bid No: NLSA10/2025-2026**

Should you wish to deliver Bid documents, please note that the NLSA's working hours are from **08h00** to **17h00** on weekdays. Upon the submission of the Bid Documents Service Providers are requested to sign the register at reception.

**COMPULSORY BRIEFING SESSION: N/A**

**CLOSING DATE: 12 MARCH 2025**

**TIME: 11H00**

BID DOCUMENTS ARE AVAILABLE ON

- NLSA website ([www.nlsa.ac.za/tenders-and-procurement](http://www.nlsa.ac.za/tenders-and-procurement))

**NB.** Completed Bid Documents must be deposited at the following address.

ADDRESS	CLOSING DATE	TIME
NLSA Pretoria Campus, 228 Johannes Ramokhoase Street, Pretoria CBD.	12 MARCH 2025	11H00

## 1. BACKGROUND

1.1. National Library of South Africa (NLSA), hereafter referred to as NLSA, is a world class African National Library and Information Hub. The NLSA is responsible for collecting, recording, preserving, and making available the national documentary heritage of South Africa. The NLSA promotes awareness, appreciation, and access to published documents, nationally and internationally and in doing so contributes to the development and prosperity of South Africa. The NLSA has Campuses in Pretoria and Cape Town.

## 2. SCOPE OF WORK

2.1. NLSA seeks to appoint an experienced service provider to supply and deliver once off conservation and preservation services specialized stationery and consumables.

2.2. Where required provide the supplier / distributor certificate.

2.3. Indicate with **Yes** or **No**, your capacity to deliver as per the item listed in the table below. **One or more than one supplier may be appointed according to their specialization in the products.**

### SPINE COVERS (Binding covers)

Item	Description	Qty	Yes / No
	<b>Binding covers</b>		
1.	17281A412ba Spine cover A4 portrait 120 pages black	20	
2.	17281A422ba Spine cover A4 portrait 220 pages black	20	
3.	17281A422ba Spine cover A4 portrait 340 pages black	10	
4.	17281A522ba Spine cover A5 portrait 220 pages black	10	

### PRESERVATION AND CONSERVATION STATIONERY AND CONSUMABLES

Item	Description	Qty	Yes / No
1	<b>Black Plastic Sheeting</b>		
	Black plastic sheeting, thick 150um, 3m x 5m	100	
	Black Sheeting 150Mic 50M - 50m Roll 3m wide (Folded in half 1.5m)		
	PVC Sheeting White 1250mm X 2.5m (0.9mm)	10	
	Polythene Roll – 50 micron x 25m	4	

Item	Description	Qty	Yes / No
2	<b>Acid Free Papers</b>		
	Acid free paper A1: a pack of 250	16	
	Acid free tissue Pack of 25	2	
	Heritage Archival Photokraft paper acid 350 GSM, CODE: PAHPKE4704 OR PAHPKE2704 : 100 sheets	3	
	Heritage Archival Photokraft paper acid free 120 GSM, CODE: PAHPKB4704 Pack of 100 sheets	3	
	Spider Tissue - Conservation tissue with neutral pH for paper conservation repairs (965mm x 20m) roll	2	
	Okwara Large Sheets - Machine-made conservation paper - 60gsm (1830 x 910mm) 5/pkt	2	
	Kaji Natural - Hand-made conservation paper -11gsm (980 x 640 mm) 5/pkt	2	
	Unbuffered Interleaving Sheets - Acid-free unsized long fibred paper for protecting prints, for backing and for making lightweight folders. (610 x 914mm) 500pkt	2	
	Perma/Dur Buffered Bristol Board - Acid-free archival board for special folders. 0.25m (83 x1016mm) 100/pkt	2	
	Sekishu Kozogami Tsuru - Conservation tissue for paper-based records - 22gsm (720 x 20mm) 5/pkt	2	
	Mulberry Paper - Hand-made conservation paper – 26gsm (9m rolls)	2	
	Sekishu Natural - Hand-made conservation paper - 30gsm (60m roll)	2	
	Kitakata - Hand-made conservation paper – 36gsm (510 x 410 mm) 10/pkt	2	
	Kizukishi - Conservation paper – 11gsm (940 x 640 mm) 5/pkt	2	
	Tosa Tengujo - Handmade conservation paper (790 x 540m)	2	
	Hosokawa Ohban - Hand-made conservation paper – 23gsm (940x 640mm) 5/pkt	2	
3	<b>Papers</b>		
	Tokai Maize 200 GSM 640x1020 A1 Pack of 250	10000	
	Malgray chipboard 770 X 1020/660 X 1120 gsm 1200/2300	5000	
	White cartridge paper 120gsm 1020X770/660X1120 (duplicate)	10000	
	Kraft Paper – 120gsm – used for spine stiffening – 20m roll	5	
4	<b>Binding Cloth</b>		
	English Black Oxford Library Buckram 50m x 180cm	10	
	English Red Oxford Library Buckram 50m x 180cm	10	
	English Yellow Oxford Library Buckram 50m x 180cm	10	
	Colora Book cloth (Mull) 50m x 180cm	30	
	Coarse Mull 50m x 180cm	30	

	Cotton tape Acid Free 10mm X 5m roll	20	
	Smoke latex sponge 152mmX76mmX19mm	20	
	Cotton gloves pack 10 X Medium, 10 X Large	20	
5	<b>Adhesive, Tape and Glue</b>		
	Methyl cellulose, Pure (pH Neutral) P825 80g	20	
	Document Repair Tape 50m x20mm FILMOPLAST Transparent	10	
	25 litres Primo C792 Adhesive Glue paste	10	
	25 litres Primo A002 Adhesive	10	
	Strong double-sided tape Acid Free 25 mm	10	
	Evacon glue 5kg	5	
	Conservation Leather Dressing – for refurbishing old leather bindings - 400ml Jar	2	
	Cellugel Leather Consolidant – for consolidating old leather bindings – 400ml Jar	2	
	Pure Wheat Starch Paste Powder – 3kg	2	
6	<b>Tools</b>		
	Metal Book ends 100 x 140h (mm)	2000	
	10 x 40mm Hollow Paper Drill Bits CITOBORMA	8	
	185Mm Linesmans Combination Pliers	2	
	Grip GH2528 Claw Hammer (450g)	2	
	Locking Vice Grip Pliers (250mm)	2	
	Stramm 6 pce soft grip screwdriver set M1646 P2	2	
	Backing Hammer	2	
	Bone folders - various sizes	10	
	Teflon bone folders	5	
7	<b>Boxboard Binders (Blue grey)</b>		
	A-S 1 Pocket Pages, 260x317mm, 1 pocket 233x303mm, Pack of 50, AS200P1SE, A4 format Documents, prints etc.	20	
	Kappa Board – 2mm – for book covers	50	
8	<b>Standard A-S Vertical A4 Format Pages</b>		
	A-S 7 Strip Pockets, 260x317mm, 7 pockets: 42x230mm, Pack of 50, AS204S7SE, 35mm Film Strips	30	
	A-S 12 Pockets Pages, 260x317mm, 12 pockets 76x66mm, AS207P12SE, 6 x 6 and 6 x 7cm Frames, Images	30	
9	<b>Polyester Pockets, Covers &amp; Folders</b>		

	Standard Pockets, 260x305mm, 10x12", 75 Micron, Polyester, P1260305Y75, 12x10" prints, documents, etc.	30	
	Standard Pockets, 210x258mm, 8x10", 75 Micron, Polyester, P1210254Y75, 8x10" prints, pictures, etc.	30	
	Standard Pockets, 152x230mm, 6x9", 75 Micron Polyester, P1152230Y75, 6x9" prints, pictures, etc.	30	
	Standard Sleeves, 134x184mm, 5x7", 75 Micron Polyester, S134184Y75, 5x7" prints, pictures, etc.	30	
	Postcard Sleeves, 95 x 140mm, Standard Postcard, SLP95M140Y36	30	
10	<b>Transleeves</b>		
	Transleeves®, 206 x 254mm, 8 x 10", Pack of 100, SL0810T, Display, Preserving & Storage of Photographic Images	30	
	Transleeves®, 282 x 355mm, 11 x 14", Pack of 100, SL1114T, Display, Preserving & Storage of Photographic Images	30	
	Transleeves®, 512 x 660mm, 20 x 26", Pack of 100, SL2026T, Display, Preserving & Storage of Photographic Images	30	
11	<b>Acid-free Envelopes</b>		
	Ungummed flaps Pocket envelope – opening at the short side. Acid-free paper, 135 gsm. <b>Dimensions: 250 x 353mm Pack of 250</b>	10	
	Ungummed flaps Pocket envelope – opening at the short side. Acid-free paper, 135 gsm. <b>Dimensions: 185 X 280mm Pack of 400</b>	10	
12	<b>Acid-free Storage boxes (Type B)</b>		
	<b>Art. No. Description Dimensions</b>	200	
	816.410 Print box 368 x 293 x 54 mm		
	<b>Art. No. Description Dimensions</b>	200	
	816.193 Print box 430 x 305 x 60 mm		
	<b>Art. No. Description Dimensions</b>	200	
	816.195 Print box 855 x 605 x 60mm		
13	<b>Cotton Twill Ribbon beige in fishbone design</b>		
	Roll length: 100 m Width: 15/16mm	5	
	Roll length: 100 m Width: 20/21 mm	5	

14	<b>100% cotton gloves. Thumb inlay and half long sleeve.</b>		
	Size: 7	5	
	Size: 6	5	
15	<b>pH-pen</b> A fibre-based pen based on Chlorophenol red, for indicating whether a porous paper is acidic.	4	
16	<b>Japanese paper sheets</b> Gifu, 100% Manila. pH 9 - 10., 9 - 10 gsm, Pack of 500 sheets, 610 x 910 mm	4	

**\*The quantities are to be delivered within 30 days upon receiving the purchase order.**

### **3. NLSA'S RIGHTS**

3.1. The NLSA is entitled to amend any tender conditions, tender validity period, tender terms of reference, or extend the tender's closing date, all before the tender closing date. All Bidders, to whom the Bid documents have been issued and where the NLSA have record of such Bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the NLSA's website under the relevant Bid information. All prospective Bidders must, therefore, ensure that they visit the website regularly and before they submit their Bid response to ensure that they are kept updated on any amendments in this regard.

### **4. DURATION OF THE PROJECT**

4.1. Once off delivery and supply.

The appointed service provider(s) shall make an undertaking that the turnaround time to supply and deliver is within 30 days, unless specified otherwise or agreed.

### **CONDITIONS OF THE BID**

4.2. The NLSA reserves the right not to accept the lowest proposal.

4.3. The NLSA reserves the right to appoint one or more Bidders.

4.4. The NLSA reserves the right not to award the contract.

4.5. The NLSA reserves the right to have any documentation, submitted by the successful Bidder checked or inspected by any other person or organisation.

4.6. The General Conditions of Contract will be applicable to this Bid.

4.7. The NLSA will not be held responsible for any costs incurred by the Bidder in the preparation and submission of the Bid.

4.8. The Bidder may be required to prepare for a possible presentation should the NLSA require such and the Bidder shall be notified thereof in good time before the actual presentation date. Such presentation may include a practical demonstration of products or services as called for in this Bid.

4.9. No upfront Payment will be done by NLSA.

4.10. The bid is valid for a period of 90 days and may be extended at the discretion of the NLSA.

**5. EVALUATION CRITERIA**

Item No.	Evaluation Criteria Items	Weight	
<b>A</b>	<b>Phase 1:</b>  <b>Administrative Compliance</b>	The following compulsory statutory documents:  Completed SBD 1  Completed SBD 3.1  Completed SBD 4  Completed SBD 6.1  Completed SBD 7.2  <b>Failure to comply with the administrative required documents will render your bid nonresponsive and will lead to disqualification.</b>	
<b>B</b>	<b>Phase 2: Functionality</b>		
	<b>1. Capability</b>	Experience of the service provider in providing similar services as required by the NLSA in the supply and delivery of preservation and conservation services specialised stationery and consumables. Provide three (3) contactable reference letters of the service provided within the past three (3) years. The	

		<p>reference letters must be on a signed company's letterhead including, contact name(s), address, phone number, date and period of the contracted project, a brief description of the services that you provided and the level of satisfaction from the client.</p> <ul style="list-style-type: none"> <li>• Minimum 3 years' experience in the supply and delivery of preservation and conservation services specialized stationery and consumables</li> <li>• With previous and current clients reference letters.</li> <li>• Including the value of projects rendered.</li> </ul>	<p>5</p> <p>5</p> <p>5</p>
	<b>2. Service Offering/Proposal</b>	Delivery Methodology	20
		<p>Supplier arrangement/outsourcing</p> <p>Letter confirming SLA/Contractual relationships/arrangements.</p> <p>Inhouse capabilities- Warehouse, Asset list, Vehicle list and Equipment</p>	40
		Order placement	25

		methodology/approach, any extra alternative methods	
		<b>NB Minimum 60% qualifications on functionality</b>	
	<b>Total Functionality</b>		<b>100</b>

### 6.1 Pre evaluation (standard bid documents)

6.1.1 Fully Completed SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 7.2 forms.

6.1.2 The bidder must be registered on the Central Supplier Database (CSD).

**NB: If there are any materials omission on the stated SBDs, bidders will be afforded a maximum of 2 working days to respond to the omission.**

### 6.2 SUBMISSION FORMAT

Bid proposals should be submitted in the format as indicated below:

**NB! One (1) signed original Bid document and One (1) signed electronic copy on a USB or CD (PDF protected with a code).**

Bidders will be evaluated in two stages. First stage will be the technical evaluation and the second stage will be the price evaluation.

### 6.3 Evaluation stage one (1): Technical Evaluation

Bidders are expected to obtain a minimum of seventy (60) points out of one hundred (100) points available to proceed to the next evaluation stage. Failure to obtain the prescribed points will automatically disqualify the bidder from proceeding to the next evaluation stage.

### 6.4 Evaluation Criteria Stage 2: Pricing

#### Preference Point System

In terms of Regulation 5 of the Preferential Procurement Regulations of 2022/23, Gazette Number 47452 dated 4 November 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point in terms of which points are awarded to bidders based on: -

- The bid price (maximum 80 points)
- Specific Goals (maximum of 20 points):

The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender, inclusive of all applicable taxes.

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

Where-

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

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

- Specific Goals (maximum of 20 points): -

#### **Company Ownership:**

- Companies with 100% black ownership will receive 20 points.
- Companies with less than 100% black ownership will receive 10 points.

#### **NB. Submit certified sworn affidavit or BEE certificate as evidence.**

NB: All prices should be VAT Inclusive.

#### **SPINE COVERS (Binding covers)**

Item	Description	Qty	Year 1
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	Polythene Roll – 50 micron x 25m	4	
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	English Yellow Oxford Library Buckram 50m x 180cm	10	
	Colora Book cloth (Mull) 50m x 180cm	30	
	Coarse Mull 50m x 180cm	30	
	Cotton tape	20	
	Smoke latex sponge	20	
	Cotton gloves pack	20	
5	<b>Adhesive, Tape and Glue</b>		
	Methyl cellulose, Pure (pH Neutral) P825 80g	20	
	Document Repair Tape 50m x20mm FILMOPLAST Transparent	10	
	25 litres Primo C792 Adhesive Glue paste	10	
	25 litres Primo A002 Adhesive	10	
	Strong double-sided tape	10	
	Evacon glue	5	
	Conservation Leather Dressing – for refurbishing old leather bindings - 400ml Jar	2	
	Cellugel Leather Consolidant – for consolidating old leather bindings – 400ml Jar	2	
	Pure Wheat Starch Paste Powder – 3kg	2	
6	<b>Tools</b>		
	Metal Book ends 100 x 140h (mm)	2000	
	10 x 40mm Hollow Paper Drill Bits CITOBORMA	8	
	185Mm Linesmans Combination Pliers	2	
	Grip GH2528 Claw Hammer (450g)	2	
	Locking Vice Grip Pliers (250mm)	2	
	Stramm 6 pce soft grip screwdriver set M1646 P2	2	

	Backing Hammer	2	
	Bone folders - various sizes	10	
	Teflon bone folders	5	
7	<b>Boxboard Binders (Blue grey)</b>		
	A-S 1 Pocket Pages, 260x317mm, 1 pocket 233x303mm, Pack of 50, AS200P1SE, A4 format Documents, prints etc.	20	
	Kappa Board - 2mm - for book covers	50	
8	<b>Standard A-S Vertical A4 Format Pages</b>		
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	A-S 12 Pockets Pages, 260x317mm, 12 pockets 76x66mm, AS207P12SE, 6 x 6 and 6 x 7cm Frames, Images	30	
9	<b>Polyester Pockets, Covers &amp; Folders</b>		
	Standard Pockets, 260x305mm, 10x12", 75 Micron, Polyester, P1260305Y75, 12x10" prints, documents, etc.	30	
	Standard Pockets, 210x258mm, 8x10", 75 Micron, Polyester, P1210254Y75, 8x10" prints, pictures, etc.	30	
	Standard Pockets, 152x230mm, 6x9", 75 Micron Polyester, P1152230Y75, 6x9" prints, pictures, etc.	30	
	Standard Sleeves, 134x184mm, 5x7", 75 Micron Polyester, S134184Y75, 5x7" prints, pictures, etc.	30	
	Postcard Sleeves, 95 x 140mm, Standard Postcard, SLP95M140Y36	30	
10	<b>Transleeves</b>		
	Transleeves®, 206 x 254mm, 8 x 10", Pack of 100, SL0810T, Display, Preserving & Storage of Photographic Images	30	
	Transleeves®, 282 x 355mm, 11 x 14", Pack of 100, SL1114T, Display, Preserving & Storage of Photographic Images	30	
	Transleeves®, 512 x 660mm, 20 x 26", Pack of 100, SL2026T, Display, Preserving & Storage of Photographic Images	30	
11	<b>Acid-free Envelopes</b>		
	Ungummed flaps Pocket envelope – opening at the short side. Acid-free paper, 135 gsm. <b>Dimensions: 250 x 353mm Pack of 250</b>	10	
	Ungummed flaps Pocket envelope – opening at the short side. Acid-free paper, 135 gsm. <b>Dimensions: 185 X 280mm Pack of 400</b>	10	

12	<b>Acid-free Storage boxes (Type B)</b>				
	<b>Art. No.</b>	<b>Description</b>	<b>Dimensions</b>	200	
	816.410	Print box	368 x 293 x 54 mm		
	<b>Art. No.</b>	<b>Description</b>	<b>Dimensions</b>	200	
	816.193	Print box	430 x 305 x 60 mm		
	<b>Art. No.</b>	<b>Description</b>	<b>Dimensions</b>	200	
	816.195	Print box	855 x 605 x 60mm		
13	<b>Cotton Twill Ribbon beige in fishbone design</b>				
	Roll length: 100 m	Width: 15/16mm		5	
	Roll length: 100 m	Width: 20/21 mm		5	
14	<b>100% cotton gloves. Thumb inlay and half long sleeve.</b>				
	Size: 7			5	
	Size: 6			5	
15	<b>pH-pen</b>	A fibre-based pen based on Chlorophenol red, for indicating whether a porous paper is acidic.		4	
16	<b>Japanese paper sheets</b>	Gifu, 100% Manila. pH 9 - 10., 9 - 10 gsm, Pack of 500 sheets, 610 x 910 mm		4	
	<b>TOTAL INCLUDING VAT</b>				

## 6. ENQUIRIES

**All enquiries regarding this tender must be directed to the SCM Office:**

For any Bid related enquiries please sent to the following email address quoting the Bid Number.

Description as a Reference; [kenny.netshiongolwe@nlsa.ac.za](mailto:kenny.netshiongolwe@nlsa.ac.za) OR (012) 401 3017/9700/81

Submitted by:

Approved by;

\_\_\_\_\_  
Ms. BB Sonto Moleme  
**End User**

\_\_\_\_\_  
Mrs N Musa  
**Executive Director Core**

Recommended by;

\_\_\_\_\_  
Mr. Seeiso Tlali  
Chief Financial Officer

# **NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)**

## **TABLE OF CLAUSES**

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2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
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7. Performance security
8. Inspections, tests and analyses
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13. Incidental Services
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21. Delays in the supplier's performance
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25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restricted practices

# 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 RFQ documents for the receipt of RFQs.
  - 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 "Day" means calendar day.
  - 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.8 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.9 "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 goods are so delivered and a valid receipt is obtained.
  - 1.10 "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.
  - 1.11 "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.
  - 1.12 "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 RFQ submission) designed to establish RFQ prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.13 "GCC" means the General Conditions of Contract.
  - 1.14 "Services" means all of the actions/activities that the supplier is required to perform for/or on behalf of the purchaser under the contract.

- 1.15 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.16 "Project site," where applicable, means the place indicated in RFQ documents.
- 1.17 "Purchaser" means the organization purchasing the Services.
- 1.18 "Republic" means the Republic of South Africa.
- 1.19 "SCC" means the Special Conditions of Contract.
- 1.20 "Supplier" means Amilak Training Center being the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to Air Chefs.
- 1.21 "Tort" means in breach of contract.
- 1.22 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all RFQs, contracts and orders including RFQs for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the RFQ documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 RFQ documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of an RFQ.
- 3.2

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the RFQ 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.
- 6.2 When a supplier developed documentation / projects for the Purchaser, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Purchaser.

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

## **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 RFQ, with the exception of any price adjustments authorized or in the purchaser's request for RFQ validity extension, as the case may be.

## **18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **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 these contracts if not already specified in the RFQ. Such notification, in the original RFQ 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 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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.

## **24. Antidumping and countervailing duties and rights**

- 24.1 When, after the date of RFQ, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 Parties shall not be liable for forfeiture of its performance security, payment of damages, or termination for default if and to the extent that his delay in performance or other failure to perform their obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the party affected 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.

## **28. Limitation of Liability**

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 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 for goods delivered and / or services rendered according to the prescripts of the contract.

- 28.3 Except in cases of criminal negligence or wilful 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.

## **31. Notices**

- 31.1 Every written acceptance of a RFQ 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 RFQ 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**

- 32.2 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 RFQ SARS must have certified that the tax matters of the preferred bidder are in order.

## **33. Transfer of contracts**

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

## **34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restricted practices**

35.1 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.

35.2 If a 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 section 59 of the Competition Act No. 89 of 1998.

35.3 If a 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 contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the contractor(s) concerned.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
<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 [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]		
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

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

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state\*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
  
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, shareholder etc): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....

\* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member: .....  
Name of state institution to which the person is connected: .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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

**DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**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.
Closing Time.	Closing date.

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

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

## 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
- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.2 Points for this bid shall be awarded for:

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

1.3 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>

1.4 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.

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
<b>Non-compliant contributor</b>	<b>0</b>

**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 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:

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

**(Tick applicable box)**

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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 - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the 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;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder’s Disclosure form;
    - 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 services 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 .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....