



**SASSA: 35-23-SCM-EC**

**INVITATION TO BID**

**INVITATION OF SUPPLIERS TO BID FOR THE SUPPLY AND DELIVERY OF  
STATIONERY FOR SASSA –EASTERN CAPE REGION FOR A PERIOD OF 36  
MONTHS**

**BRIEFING SESSION: THERE WILL BE NO BRIEFING SESSION**

**PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:  
SASSA  
BKB BUILDING,  
CONR FITZPATRICK & MERINO ROAD  
QUIGNEY  
EAST LONDON  
5201**

**CLOSING DATE: 20 SEPTEMBER 2023**

**TIME: 11:00**

**ENQUIRIES CAN BE DIRECTED TO:**

**For technical enquiries:**

Name: Ms I Smith/Mr L Mqingwana  
Tel: 043-707 6164 / 043-707 6514  
Email: [TenderQueriesEC@sassa.gov.za](mailto:TenderQueriesEC@sassa.gov.za)

**For Supply Chain Management Enquiries:**

Name: Mr L Bezuidenhout  
Tel: 043-707 6366  
Email: [TenderQueriesEC@sassa.gov.za](mailto:TenderQueriesEC@sassa.gov.za)

**BID DOCUMENTS CAN BE OBTAINED FROM:  
<https://etenders.treasury.gov.za> (then type SASSA to search)  
<https://www.sassa.gov.za/SitePages/Invitation-to-bid.aspx>**

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SBD 1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN SOCIAL SECURITY AGENCY (SASSA)</b>					
BID NUMBER:	<b>SASSA: 35-23-SCM-EC</b>		CLOSING DATE:	<b>20 September 2023</b>	CLOSING TIME: <b>11H00</b>
DESCRIPTION	<b>INVITATION OF SUPPLIERS TO BID FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR SASSA – EASTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<b>SASSA, BKB BUILDING, CNR FITZPATIRCK &amp; MERINO ROAD, QUIGNEY, EAST LONDON, 5201</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr L Bezuidenhout		CONTACT PERSON	Ms I Smith	
TELEPHONE NUMBER	043-707 6366		TELEPHONE NUMBER	043-707 6164	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:TenderQueriesEC@sassa.gov.za">TenderQueriesEC@sassa.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:TenderQueriesEC@sassa.gov.za">TenderQueriesEC@sassa.gov.za</a>	
<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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<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 THE QUESTIONNAIRE BELOW]
<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

<b>1. BID SUBMISSION:</b>			
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.			
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>			
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.			
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>			
<b>2. TAX COMPLIANCE REQUIREMENTS</b>			
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.			
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.			
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.			
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.			
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.			
2.6 WHERE NO TCS 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."			
<i>For ease of reference, Bidders shall enter their Price in the space provided below:</i>			
<b>NO</b>	<b>SERVICE REQUIRED</b>	<b>GRAND TOTAL (amount in figures) Total bid price for 36 months</b>	<b>GRAND TOTAL (amount in words) Total bid price for 36 months</b>
<b>1</b>	<b>INVITATION OF SUPPLIERS TO BID FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR SASSA –EASTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>	<b>R..... (carried over from Annexure A – Pricing List for Stationery Items )</b>	<div style="border-top: 1px dotted black; height: 40px; margin-top: 10px;"></div> <div style="text-align: center; margin-top: 20px;"><i>(carried over from Annexure A – Pricing List for Stationery Items)</i></div>

**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: \_\_\_\_\_

## SBD 3.1

### 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: 35-23-SCM-EC</b>
Closing Time 11:00	Closing date 20 September 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
			<b>R .....</b>
-	Required by:		<b>SASSA EASTERN CAPE</b>
-	At:		<b>SASSA Regional Office East London</b>
-	Brand and model		<b>Not Applicable</b>
-	Country of origin		<b>Not Applicable</b>
-	Does the offer comply with the specification(s)?		<b>*YES/NO</b>
-	If not to specification, indicate deviation(s)		.....
-	Period required for delivery		<b>36 month contract</b> *Delivery: Firm
-	Delivery basis		<b>As and When Required</b>

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**

**SBD 4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

Full Name	Identity Number	Name of institution	State

- 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:

.....  
 .....

---

<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.

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

- 2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting

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<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.

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



**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

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

(a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering

process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	
B-BBEE Status Level 1 - 2 contributor	14	

B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	
B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
Non-compliant	0	
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points		

Returnable document to claim points	Please tick below for the attached document
1. B-BBEE Certificate	
2. Sworn Affidavit (EME or QSE)	
3. CSD registration number	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition

to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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



# sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

## **TERMS OF REFERENCE**

**INVITATION OF SUPPLIERS TO BID FOR THE SUPPLY AND DELIVERY  
OF STATIONERY FOR SASSA –EASTERN CAPE REGION FOR A PERIOD  
OF 36 MONTHS**

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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 supplier/s to supply and deliver stationery to SASSA Eastern Cape Region for a period of thirty (36) months. Successful service provider/s will be required to enter into a Service Level Agreement with SASSA Eastern Cape.

## **3. BACKGROUND**

- 3.1 The Regional Office is responsible to provide stationery to all SASSA Offices within the Eastern Cape Region, in order to function effectively in support of beneficiaries that apply for Social Grants.
- 3.2 The stock levels in the store need to be maintained at all times to ensure that items are readily available as and when required.
- 3.3 Previously, the Regional Office experienced delays in the delivery of stationery items which had an effect on the service delivery of the Agency.
- 3.4 It is against this background that SASSA is inviting service providers through a bidding process to bid for the Supply and Delivery of Stationery for SASSA Eastern Cape Region for a period of thirty six (36) months.

## **4. OBJECTIVE**

- 4.1 To appoint a suitable service provider to supply and deliver stationery to SASSA Eastern Cape Region for a period of 36 months.
- 4.2 To enter into a service level agreement with the suitable service provider for the Supply and Delivery of Stationery for SASSA Eastern Cape for a period of thirty six (36) months.



## 5. SCOPE of WORK

The successful service provider must supply and deliver the following stationery items as and when required at the SASSA Eastern Cape Regional Office in East London:

NO	DESCRIPTION	UNIT OF MEASURE	FURTHER DESCRIPTION	AVERAGE QUANTITIES PER ANNUM
1	12 Digits Office Calculator	Each	n/a	50
2	2-Tier Plastic Letter Tray With Risers (Stackable)	Set	n/a	30
3	8 Way Surge Protection Multiplug	Each	Red plug	100
4	A3 Envelope (Brown)		C4 (Box of 250)	10
5	A3 Photocopy Paper	Box	Box with 2500 Sheets	30
6	A4 Envelope (Brown)	Box	C4 (Box of 250)	150
7	A4 Photocopy Paper 80g/m2	Box	Box with 2500 Sheets	12 000
8	Arch Lever File - Board	Each	A4	800
9	Ball Point Pen - Black	Box	Box of 60 Pens	800
10	Ball Point Pen - Red	Box	Box of 60 Pens	400
11	Batteries	Each	AA Pack of 4	2000
12	Batteries	Each	AAA Pack of 4	2000
13	Binding Cover A4	Packet	100 Per Pack	5
14	Cardboard Collapsible Archive Box With Lid	Each	435L x 340W x 250D	100
15	Cardboard Collapsible Archive Box With Long Side Flap	Each	90mm x 375mm x 265mm	1200
16	Cardboard Collapsible Storage Box	Each	600mm x 600mm x 600mm	50
17	Clip Board Plastic	Each	n/a	20
18	Counter Book A4	Each	2 Quire - Faint and Margin	600
19	Counter Book A4	Each	3 Quire - Faint and Margin	600
20	Desk Pencil Sharpener Plastic	Each	n/a	50
21	Endorsing ink for stamp pad - Black	Each	30ml	2000
22	Exam Pad A4	Each	Punched faint and margin, 100 Sheets	20
23	Extension Cord	Each	5M cord white	100
24	Extension Cord	Each	10M cord white	100

NO	DESCRIPTION	UNIT OF MEASURE	FURTHER DESCRIPTION	AVERAGE QUANTITIES PER ANNUM
25	File Divider A4 - Polypropylene/PVC	Packet	Alphabets A – Z 26 Characters	500
26	File Divider A4 - Polypropylene/PVC	Packet	Numbers 1 - 20	300
27	Finger Cone / Fingertette	Each	All Sizes Size 1, 2 & 3	300
28	Flip Chart Pad	Packet	(590mm X 840mm) 50 Sheets	5
29	Giant Stapler	Each	Uses 23/6 to 23/13 Staples	50
30	Glue Stick	Each	43g	500
31	Heavy Duty Punch - 2 Holes	Each	Up To 50 Sheets	50
32	Heavy Duty Staple Remover	Each	Removes sizes 23/6 to 23/24	150
33	Heavy Duty Staples	Box	Sizes 23/10	150
34	Highlighter - Mixed Colours	Box	Box of 10 Highlighters	150
35	Medium Paper Punch - 2 Holes	Each	Up To 20/25 Sheets	150
36	Oil Gel Pen - Black 0.7mm	Box	Box of 12 Pens	500
37	Oil Gel Pen - Red 0.7mm	Box	Box of 12 Pens	200
38	Packaging Tape - Clear	Each	48mm x 50m	100
39	Paper Clip	Box	50mm	300
40	Pencil	Each	HB	700
41	Pencil Eraser	Each	n/a	200
42	Permanent Marker (Black)	Box	Box of 12 Pens	1000
43	Plastic Ruler	Each	30cm	500
44	Plastic Sleeves A4	Packet	100 Sleeves per Packet	50
45	Prestik	Each	100g	200
46	Quotation Folder/Primeline File	Each	n/a	6000
47	Rubber Band	Packet	Size 64 (100g)	1200
48	Scissor Plastic Handle	Each	21.5cm/21.6cm	200
49	Self-Adhesive Notes	Each	100 Notes (75mm x 75mm)	6000
50	Self-Adhesive Sign Here Flag Indexer	Each	50 Indexers	700
51	Stamp Pad	Each	12.2 x 8.4cm	700
52	Standard Paper-Pro Stapler or similar	Each	Uses 26/6	500
53	Standard Sellotape – Clear	Each	n/a	10
54	Standard Staple Remover	Each	n/a	600
55	Standard Staples	Box	26/6	800
56	Surge Protector Plug Adaptor - RED	Each	n/a	50
57	Treasury Tags Metal Ended	Box	102mm	1000
58	USB Memory Stock/Flash Drive	Each	32Gig	150

NO	DESCRIPTION	UNIT OF MEASURE	FURTHER DESCRIPTION	AVERAGE QUANTITIES PER ANNUM
59	Whiteboard Eraser	Each	95mm x 50mm	5
60	Whiteboard Marker	Box	Various Colours (10 per box)	10
61	Z20 File Cover – Black Printed	Packet	100 files per packet	10 000

The quantities listed per annum was calculated using the average of stationery items issued during the two financial years (2020/21 and 2021/22).

The quantities may increase or decrease during the period of the contract.

Ad Hoc items may be required during the contract period.

## **6. DELIVERABLES**

- 6.1 The service provider will be expected to deliver stationery as and when required by the Agency during the contract period to replenish the stock levels in the store
- 6.2 The service provider must deliver within seven (7) working days after receiving the official order.
- 6.3 It is required from the service provider to keep stock of stationery items on **Annexure A** to ensure that full delivery takes place according to order quantities.
- 6.4 The service provider must provide their own transport to deliver stationery items and own labour to offload at the SASSA Regional Office in East London at no cost to SASSA.
- 6.5 The service provider shall package the goods as required to prevent damage or deterioration of items during transit to the SASSA Regional Office, SASSA Office Park, Corner Merino Street & Fitzpatrick Road, Quigney, East London, 5201
- 6.6 The goods must meet the SABS standards.
- 6.7 The Delivery note should have unit price.

## **7. MONITORING AND EVALUATION**

- 7.1 SASSA will monitor compliance of the service provider against the deliverables in the signed Service Level Agreement
- 7.2 A delegated official from SASSA may conduct ad-hoc inspections at the premises of the successful service provider

7.3 The service provider will report to the appointed Senior Manager: SCM or delegated official during the contract period.

7.4 Meetings will take place between the service provider and SASSA as per the frequency outlined in the Service Level Agreement.

## **8. NEGOTIATIONS**

SASSA reserves the right to enter into price and quantity negotiations with the preferred bidder.

## **9. EVALUATION CRITERIA**

**Bids will be evaluated in terms of the below-mentioned criteria:**

Evaluation Stage 1 - Phase 1: Mandatory Compliance and

-Phase 2: Administrative compliance

-Phase 3: Functionality Criteria

Evaluation Stage 2: Price and preference points (80/20)

### **9.1 STAGE 1 - PHASE 1: MANDATORY COMPLIANCE**

<b>9.1.1 Mandatory Compliance</b>
Certified Copy Municipal Account (not older than 3 months) as Proof of business address or Certified copy of valid signed lease agreement between owner of premises and service provider.
Submit a signed Joint Venture Agreement /Consortium Agreement by both parties if applicable

**Service Providers who fail to submit the abovementioned document will be disqualified and not proceed to Stage 1 – Phase 2 Evaluation**

### **9.2 STAGE 1: PHASE 2 - ADMINISTRATION COMPLIANCE**

<b>9.2.1 Administrative Compliance</b>
Fully Completed and Signed Standard Bidding Document Forms (SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 7.1)
Proof of Registration on the Central Supplier Database (CSD) with National Treasury (CSD Registration Report)
Certified Identity Documents of all Directors as per CSD registration report (certification not older than 6 months).
Valid SARS Tax Status Pin

### 9.3 STAGE 1 – PHASE 3: FUNCTIONALITY CRITERIA

NO	Functionality Criteria	WEIGHTING
1	<p><b><u>Experience</u></b></p> <p>All Service Providers must provide copy of signed appointment letters or purchase orders issued by Government / Private Institutions <b>supported by signed reference letters that confirms</b> the supply and delivery of stationery exceeding the value of R 200 000.00 per order</p> <ul style="list-style-type: none"> <li>• R 200 000 – R 300 000 = 1 point</li> <li>• R 300 001 – R 400 000 = 2 points</li> <li>• R 400 001 – R 500 000 = 3 points</li> <li>• R 500 001 – R 600 000 = 4 points</li> <li>• R 600 001 – R 700 000 = 5 points</li> </ul> <ul style="list-style-type: none"> <li>• SASSA reserves the right to confirm the authenticity of the signed appointment letters / signed reference letters/ purchase orders supplied by the bidder.</li> <li>• Signed Reference letters/purchase orders/signed appointment letters should include the value of procurement, type of service and contactable references with contact details preferably landline.</li> <li>• Points will be allocated to each reference (accumulatively) submitted</li> </ul>	<p>(50 )</p> <p>(10)</p> <p>(20)</p> <p>(30)</p> <p>(40)</p> <p>(50)</p>
2	<p><b>Project Implementation Plan</b></p> <p>The project implementation plan must include the following areas:</p> <p><b>2.1 In House capabilities and Resources (Stores, Asset List ,Vehicle List (leased or owned) and equipment</b></p> <p><b>2.2 Delivery and Logistic Plan (how orders, deliveries and invoices will be handled)</b></p> <p><b>2.3 Software and Methodology for placing orders</b></p> <p><b>2.4 Order Management System</b></p> <ul style="list-style-type: none"> <li>• No demonstration of resources, software, deliveries, logistics plan or methodology for placing orders = 1 point</li> <li>• Limited demonstration not covering part of the above = 2 points</li> <li>• Demonstration indicating resources (all listed), equipment software and methodology for placing orders = 3 points</li> <li>• Demonstration indicating resources (all listed) ,equipment software and methodology for placing orders, delivery &amp; logistic plan = 4 points</li> </ul>	<p>(40 )</p> <p>(0)</p> <p>(10)</p> <p>(20)</p> <p>(30)</p>

	<ul style="list-style-type: none"> <li>Detailed demonstration indicating resources, equipment software and methodology for placing orders, delivery &amp; logistics plan and order management system = 5 points</li> <li>SASSA reserves the right to conduct a site visit for verification of information submitted in the project implementation plan</li> </ul>	<b>(40)</b>
<b>3</b>	<b>Contingency plan</b> <ul style="list-style-type: none"> <li>Contingency Plan on how services will be rendered if resources on point number (two) 2 above are not available</li> </ul> <p>Contingency Plan not attached = 0 points</p> <p>Contingency Plan attached = 5 points</p>	<b>(10 )</b>     <b>(0)</b>     <b>(10)</b>

1) Poor, 2) Average, 3) Good, 4) Very good, 5) Excellent

**Suppliers who score less than 70 out of 100 points will be disqualified.**

#### **9.4 STAGE 2 - PRICE AND PREFERENCE POINTS**

The 80/20 preference points system will apply in the evaluation of proposals submitted

<b>Phase Three - Price and Specific Goals</b>	<b>100</b>
Price	80
Specific Goals	20

#### **Points awarded for B-BBEE Status Level of Contribution**

In terms of Regulation 3(1) of the Preferential Procurement Regulations of 2022, an organ of state must, in the tender document stipulate

- the applicable preferential point system as envisage in regulation 4,5,6 or 7;
- the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal and proof of the claim for such goal.

SASSA Supply Chain Policy paragraph 14.3.2 has determined the following specific goal point system that will be used to calculate the score out of 20.

Specific goal points will be awarded to a bidder accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16
B-BBEE Status Level 1 - 2 contributor	14
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12
B-BBEE Status Level 3 - 4 contributor	8
B-BBEE Status Level 5 - 8 contributor	4
Others (Non-Compliant)	0

**Note: In the event of a bidder claiming more than one specific goal category, the Agency will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBBEE Certificate/Sworn Affidavit submitted by bidder.**

- (a) Bidder(s) must submit a BBBEE Verification Certificate from a verification agency accredited by the South African National Accreditation System (SANAS), or sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths, together with the bid. Failure to submit will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.

## **10. PRICING**

- Prices must be VAT inclusive and all overhead costs (transport & labour) should be included in the bid price.

- Prices should be fixed for the duration of the thirty six (36) month contract. Pricing should include estimated CPIX increase for year two (2) and three (3).
- Prospective service providers must bid for all items contained in Annexure A. Bids will be eliminated if all items have not been quoted for.
- SASSA might require stationery items on an ad hoc basis during the contract period that is not listed on the list of stationery items as per the Scope of Work.

#### **11. SUB-CONTRACTING**

- It should be noted that the Agency expects appointed service provider/s to take full responsibility and accountability to execute functions attached to the contract.
- Under no circumstances will the Agency engage itself with sub-contractors or parties associated with the service provider, including suppliers' main suppliers or manufacturers.

#### **12. JOINT VENTURE AND CONSORTIUMS**

- Where a joint venture or consortium are formed, a copy of the signed joint venture or consortium agreement by both parties must be attached.
- The agreement must clearly indicate the roles and responsibilities and the percentage split of both parties
- Companies will be individually required to comply with mandatory and administrative compliance requirements
- A joined BBBEE certificate must be submitted to be eligible for points

#### **13. CONDITIONS OF CONTRACT**

- The general conditions of contracts as set out by the National Treasury will be applicable in all instances:-
- The Agency reserves the right to appoint one (1) service provider or not to appoint any service provider at all.
- The Agency will ensure that the service provider is provided with all data required to render the service.



- Prospective service provider/s shall have to treat all available data provided by the Agency in the process as strictly confidential. Such data remains the property of the Agency.
- The goods supplied under the contract shall be fully insured by the service provider against loss or damage.
- Service provider/s may be required to undergo security vetting.
- Service Providers will be disqualified if found to have misrepresented information in their bid proposals.
- The Department reserves the right to conduct site visit / inspection prior to the award
- Supplier will be expected to sign a service level agreement (SLA) with the Agency.

#### **14. PAYMENT OF SERVICE PROVIDERS**

- The service provider shall provide the payment section at the SASSA Regional Office with an original invoice and statement in respect of goods supplied.
- The Agency shall pay the service provider within 30 days of receipt and validation of invoice.

#### **15. PERIOD OF CONTRACT**

The period of the contract is for a period of thirty six (36) months.

#### **16. RETURNABLE DOCUMENTS**

The following documentation need to be submitted with the bid. You are requested to indicate if the documents are included in the bid:

##### **16.1 Mandatory and Administration Compliance Documentation:**

No	Description of Documents	Attached	
		Yes	No
1	Fully Completed and signed SBD 1		
2	Fully Completed and signed SBD 3.1		
3	Fully Completed and signed SBD 4		
4	Fully Completed and signed SBD 6.1		
5	Fully Completed and signed SBD 7.1		
6	Proof of Registration on the Central Supplier Database (CSD) with National Treasury (CSD Registration Report)		
7	Valid SARS Tax Status Pin		

8	Certified Identity Documents of all Directors as per CSD registration report (certification not older than 6 months).		
9	Valid BBBEE Certificate or Sworn Affidavit		
10	Certified Copy Municipal Account (not older than 3 months) as Proof of business address or Certified copy of valid signed lease agreement between owner of premises and service provider		

### **16.2 Documentation for Evaluation Stage 2 – Functionality Criteria:**

No	Description of Documents	Attached	
		Yes	No
1	Criteria 1 - All Service Providers must provide copy of signed appointment letters or purchase orders issued by Government / Private Institutions <b>supported by signed reference letters that confirms</b> the supply and delivery of stationery exceeding the value of R 200 000.00 per order		
2	<b>Criteria 2 - Project implementation plan that include the following areas:</b> <b>2.1 In House capabilities and Resources (Stores, Asset List and Vehicle</b> <b>List (leased or owned) and equipment</b> <b>2.2 Delivery and Logistic Plan (how orders, deliveries and invoices will be</b> <b>handled)</b> <b>2.3 Software and Methodology for placing orders</b> <b>2.4 Order Management System</b>		
3	Criteria 3 - Contingency Plan		

### **17. BRIEFING SESSION**

There will be no briefing session.

### **18. VALIDITY PERIOD OF THE BID**

The bid will be valid for a period of 90 days from the closing date.

**19. CLOSE OF BID**

The bid need to be submitted on **20 September 2023** at **11:00** at the following address:

**The South African Security Agency  
BKB Building  
Corner Fitzpatrick and Merino Road  
Quigney  
East London  
5201**

No late bids will be accepted by the Agency.

**20. ENQUIRIES**

All enquiries regarding the bid must be in writing and can be directed to the following SASSA officials:

**For technical enquiries:**

Name: Ms I Smith/Mr L Mqingwana  
Tel: 043-707 6164 / 043-707 6514  
Email: [TenderQueriesEC@sassa.gov.za](mailto:TenderQueriesEC@sassa.gov.za)

**For Supply Chain Management Enquiries:**

Name: Mr L Bezuidenhout  
Tel: 043-707 6366  
Email: [TenderQueriesEC@sassa.gov.za](mailto:TenderQueriesEC@sassa.gov.za)



# sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

## **ANNEXURE A**

### **PRICING LIST FOR STATIONERY ITEMS**

NO	DESCRIPTION	UNIT OF MEASURE	FURTHER DESCRIPTION	AVE QUANTITIES PER ANNUM	AVE QUANTITIES OVER 36 MONTHS	UNIT PRICE YEAR ONE	YEAR ONE TOTAL PRICE (AVE QUANTITY X UNIT PRICE YEAR ONE)	UNIT PRICE YEAR TWO (INCL ESTIMATED CPIX INCREASE)	YEAR TWO TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR TWO)	UNIT PRICE YEAR THREE (INCL ESTIMATED CPIX INCREASE)	YEAR THREE TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR THREE)
1	12 Digits Office Calculator	Each	n/a	50	150						
2	2-Tier Plastic Letter Tray With Risers (Stackable)	Set	n/a	30	90						
3	8 Way Surge Protection Multi-plug	Each	Red plug	100	300						
4	A3 Envelope (Brown)		C4 (Box of 250)	10	30						
5	A3 Photocopy Paper	Box	Box with 2500 Sheets	30	90						
6	A4 Envelope (Brown)	Box	C4 (Box of 250)	150	450						
7	A4 Photocopy Paper 80g/m2	Box	Box with 2500 Sheets	12000	36000						
8	Arch Lever File - Board	Each	A4	800	2400						
9	Ball Point Pen - Black	Box	Box of 60 Pens	800	2400						
10	Ball Point Pen - Red	Box	Box of 60 Pens	400	1200						
11	Batteries	Each	AA Pack of 4	2000	6000						
12	Batteries	Each	AAA Pack of 4	2000	6000						

NO	DESCRIPTION	UNIT OF MEASURE	FURTHER DESCRIPTION	AVE QUANTITIES PER ANNUM	AVE QUANTITIES OVER 36 MONTHS	UNIT PRICE YEAR ONE	YEAR ONE TOTAL PRICE (AVE QUANTITY X UNIT PRICE YEAR ONE)	UNIT PRICE YEAR TWO (INCL ESTIMATED CPIX INCREASE)	YEAR TWO TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR TWO)	UNIT PRICE YEAR THREE (INCL ESTIMATED CPIX INCREASE)	YEAR THREE TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR THREE)
13	Binding Cover A4	Packet	100 Per Pack	5	15						
14	Cardboard Collapsible Archive Box With Lid	Each	435L x 340W x 250D	100	300						
15	Cardboard Collapsible Archive Box With Long Side Flap	Each	90mm x 375mm x 265mm	1200	3600						
16	Cardboard Collapsible Storage Box	Each	600mm x 600mm x 600mm	50	150						
17	Clip Board Plastic	Each	n/a	20	60						
18	Counter Book A4	Each	2 Quire - Faint and Margin	600	1800						
19	Counter Book A4	Each	3 Quire - Faint and Margin	600	1800						
20	Desk Pencil Sharpener Plastic	Each	n/a	50	150						

NO	DESCRIPTION	UNIT OF MEASURE	FURTHER DESCRIPTION	AVE QUANTITIES PER ANNUM	AVE QUANTITIES OVER 36 MONTHS	UNIT PRICE YEAR ONE	YEAR ONE TOTAL PRICE (AVE QUANTITY X UNIT PRICE YEAR ONE)	UNIT PRICE YEAR TWO (INCL ESTIMATED CPIX INCREASE)	YEAR TWO TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR TWO)	UNIT PRICE YEAR THREE (INCL ESTIMATED CPIX INCREASE)	YEAR THREE TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR THREE)
21	Endorsing ink for stamp pad - Black	Each	30ml	2000	6000						
22	Exam Pad A4	Each	Punched faint and margin, 100 Sheets	20	60						
23	Extension Cord	Each	5M cord white	100	300						
24	Extension Cord	Each	10M cord white	100	300						
25	File Divider A4 - Polypropylene/ PVC	Packet	Alphabets A – Z 26 Characters	500	1500						
26	File Divider A4 - Polypropylene/ PVC	Packet	Numbers 1 - 20	300	900						
27	Finger Cone / Fingerette	Each	All Sizes Size 1, 2 & 3	300	900						
28	Flip Chart Pad	Packet	(590mm X 840mm) 50 Sheets	5	15						
29	Giant Stapler	Each	Uses 23/6 to 23/13 Staples	50	150						

NO	DESCRIPTION	UNIT OF MEASURE	FURTHER DESCRIPTION	AVE QUANTITIES PER ANNUM	AVE QUANTITIES OVER 36 MONTHS	UNIT PRICE YEAR ONE	YEAR ONE TOTAL PRICE (AVE QUANTITY X UNIT PRICE YEAR ONE)	UNIT PRICE YEAR TWO (INCL ESTIMATED CPIX INCREASE)	YEAR TWO TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR TWO)	UNIT PRICE YEAR THREE (INCL ESTIMATED CPIX INCREASE)	YEAR THREE TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR THREE)
30	Glue Stick	Each	43g	500	1500						
31	Heavy Duty Punch - 2 Holes	Each	Up To 50 Sheets	50	150						
32	Heavy Duty Staple Remover	Each	Removes sizes 23/6 to 23/24	150	450						
33	Heavy Duty Staples	Box	Sizes 23/10	150	450						
34	Highlighter - Mixed Colours	Box	Box of 10 Highlighters	150	450						
35	Medium Paper Punch - 2 Holes	Each	Up To 20/25 Sheets	150	450						
36	Oil Gel Pen - Black 0.7mm	Box	Box of 12 Pens	500	1500						
37	Oil Gel Pen - Red 0.7mm	Box	Box of 12 Pens	200	600						
38	Packaging Tape - Clear	Each	48mm x 50m	100	300						
39	Paper Clip	Box	50mm	300	900						
40	Pencil	Each	HB	700	2100						
41	Pencil Eraser	Each	n/a	200	600						
42	Permanent Marker -Black	Box	Box of 12 Pens	1000	3000						
43	Plastic Ruler	Each	30cm	500	1500						



NO	DESCRIPTION	UNIT OF MEASURE	FURTHER DESCRIPTION	AVE QUANTITIES PER ANNUM	AVE QUANTITIES OVER 36 MONTHS	UNIT PRICE YEAR ONE	YEAR ONE TOTAL PRICE (AVE QUANTITY X UNIT PRICE YEAR ONE)	UNIT PRICE YEAR TWO (INCL ESTIMATED CPIX INCREASE)	YEAR TWO TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR TWO)	UNIT PRICE YEAR THREE (INCL ESTIMATED CPIX INCREASE)	YEAR THREE TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR THREE)
44	Plastic Sleeves A4	Packet	100 Sleeves per Packet	50	150						
45	Prestik	Each	100g	200	600						
46	Quotation Folder/Primeline File	Each	n/a	6000	18000						
47	Rubber Band	Packet	Size 64 (100g)	1200	3600						
48	Scissor Plastic Handle	Each	21.5cm/21.6 cm	200	600						
49	Self-Adhesive Notes	Each	100 Notes (75mm x 75mm)	6000	18000						
50	Self-Adhesive Sign Here Flag Indexer	Each	50 Indexers	700	2100						
51	Stamp Pad	Each	12.2 x 8.4cm	700	2100						
52	Standard Paper-Pro Stapler or similar	Each	Uses 26/6	500	1500						
53	Standard Sellotape - Clear	Each	n/a	10	30						
54	Standard Staple Remover	Each	n/a	600	1800						

NO	DESCRIPTION	UNIT OF MEASURE	FURTHER DESCRIPTION	AVE QUANTITIES PER ANNUM	AVE QUANTITIES OVER 36 MONTHS	UNIT PRICE YEAR ONE	YEAR ONE TOTAL PRICE (AVE QUANTITY X UNIT PRICE YEAR ONE)	UNIT PRICE YEAR TWO (INCL ESTIMATED CPIX INCREASE)	YEAR TWO TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR TWO)	UNIT PRICE YEAR THREE (INCL ESTIMATED CPIX INCREASE)	YEAR THREE TOTAL PRICE (AVE QUANTITY P.A X UNIT PRICE YEAR THREE)
55	Standard Staples	Box	26/6	800	2400						
56	Surge Protector Plug Adaptor- RED	Each	n/a	50	150						
57	Treasury Tags Metal Ended	Box	102mm	1000	3000						
58	USB Memory Stock/Flash Drive	Each	32Gig	150	450						
59	Whiteboard Eraser	Each	95mm x 50mm	5	15						
60	Whiteboard Marker	Box	Various Colours (10 per box)	10	30						
61	Z20 File Cover - Black Printed	Packet	100 files per packet	10000	30000						
						<b>TOTAL</b>					
						<b>VAT</b>					
						<b>GRAND TOTAL</b>					

Annexure BSummary of Prices for thirty six (36) months

	Description	Price
1	YEAR ONE TOTAL PRICE (AVE QUANTITY X UNIT PRICE YEAR ONE)	
2	YEAR TWO TOTAL PRICE (AVE QUANTITY X UNIT PRICE YEAR ONE)	
3	YEAR THREE TOTAL PRICE (AVE QUANTITY X UNIT PRICE YEAR ONE)	
	TOTAL FOR 36 MONTHS	
	VAT	
	GRAND TOTAL FOR 36 MONTHS	

## **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 complied 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**

**GENERAL CONDITIONS OF CONTRACT****A. TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
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. National Industrial Participation Programme (NIPP)
34. Prohibition of Restrictive Practices

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **“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 bids, contracts and orders including bids 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 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 X 85, Pretoria 001, 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 provider 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 provider'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 goods or any part thereof by the purchaser.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 clause 8.2 & 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the

provider 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. Packaging**

- 9.1 The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, 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 the 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 the 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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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:

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - b) 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 provider 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 provider, 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 the 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider 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 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 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 provider in his bid, with the exception of any price adjustments authorized 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 provider 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 provider from any liability or obligation under the contract.

## **21. Delays in the provider'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 any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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 provider'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 good 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 provider 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 person prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offense as contemplated in section 12 or 13 of the Prevention and Combatting 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 Counter-Vailing 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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 provider 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 provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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 provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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 provider 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation Of Liability**

28.1 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 provider to pay penalties and / or damages to the purchaser; and

(b) the aggregate liability of the provider 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 bid shall be posted to the provider 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 provider 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 provider shall be entirely responsible for all taxes, duties, and 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.

## 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.

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....