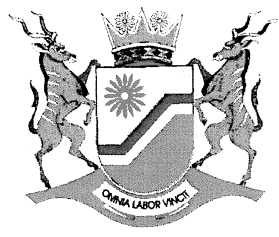


This document must remain the original when submitted, no copies will be accepted

**MPUMALANGA PROVINCIAL GOVERNMENT**



**DEPARTMENT OF EDUCATION**

**BID NUMBER: EDU/057/23/MP**

**SUPPLY AND DELIVERY OF OFFICE  
STATIONERY TO THE MPUMALANGA  
DEPARTMENT OF EDUCATION FOR A PERIOD  
OF THREE (3) YEARS**

ISSUED BY:

Department of Education  
Private Bag X11341  
Mbombela  
1200

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

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION</b>					
BID NUMBER:	EDU/057/23/MP	CLOSING DATE:	12 SEPTEMBER 2023	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE MPUMALANGA DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (03) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>MBOMBELA</b> , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, <b>PIET RETIEF</b> , No. 11 Measroch Street, Piet Retief Office, <b>KWAMHLANGA</b> , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre <b>EVANDER</b> , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, <b>BUSHBUCKRIDGE</b> , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), <b>MIDDELBURG</b> , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, <b>MALELANE</b> , 24 Air Street, Malelane, <b>ELUKWATINI</b> , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. Moira Olivier		CONTACT PERSON		
TELEPHONE NUMBER	013 766 5278		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL 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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<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>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

**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

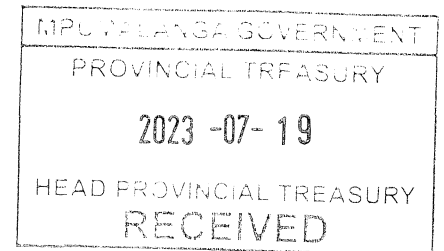
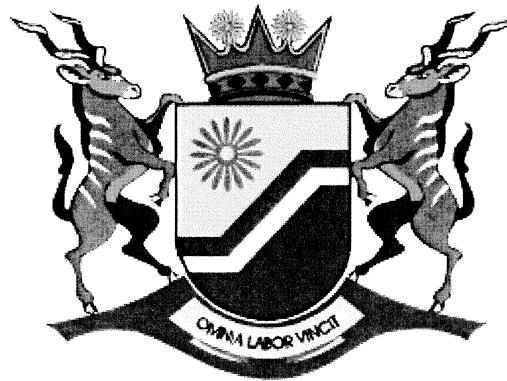
(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

**MPUMALANGA DEPARTMENT OF EDUCATION**



**APPOINTMENT OF A SERVICE PROVIDER(S) FOR A PERIOD OF THREE YEARS TO  
SUPPLY AND DELIVER OFFICE STATIONERY TO THE MPUMALANGA DEPARTMENT OF  
EDUCATION**



## **SECTION A: GENERAL SPECIFICATIONS**

### **1. Purpose**

The Mpumalanga Department of Education (MDoE) intends to appoint a service provider(s) that will supply and deliver office stationery.

### **2. Background**

The Department notes that office stationery is often utilized for company branding purposes. Contrary to this approach, the rationale for office stationery acquisition in the MDoE is informed by service delivery. The view of being that the reputation (brand) of the Department will not improve by merely inscribing its name on office stationery items. Instead, the MDoE believes that only a regular and uninterrupted procurement process for the supply of quality items to its different offices will contribute to quality public service in the institution. Hence, the invitation is for bidders who will be dedicated to this course of prompt supply and delivery of office stationery to the Department as and when required.

Both the appointment of suppliers and the procurement of the actual items will be according to the relevant prescripts such as the Public Preferential Procurement Framework Act, PPPFA (Act No. 5 of 2000 as amended); and the Public Finance Management Act, PFMA (Act No.29 of 1999).

### **3. Scope of work**

The successful bidder will be required to supply and deliver to the MDoE the following items but not limited to:

- Adhesives
- Binders, waste bins, boards, books
- Calculators, clips and cubes
- Envelopes, erasers, files and fingerettes
- Memory sticks and external hard drives
- Labels and lanyards
- Letter openers and letter trays
- Markers, name badges, organizers and note pads
- Papers, Pens and pencils
- Laminating pouches, and paper punches
- Rubber bands, rulers, scissors, sheets and sorters
- Stamps, staples, staple removers and staplers
- Masking tapes

All supplies should always be in accordance with item descriptions that are provided on the attached pricing schedule (see Section E). Furthermore, bidders are required to tender prices on all items that appear on the price schedule.

Bidders may request clarity on the bid. However, only written requests shall be considered by the MDoE and provided that this is reasonable and does not compromise the fairness and transparency in the bidding process

#### **4. Objective**

To procure the right resources to deliver on the mandate of the MDoE. The procurement must be in compliance with the relevant prescripts and regulation (PFMA, PPPFA and other relevant regulations) to the execution of this work.

#### **5. Term/Contract**

This contract is for a period of three (3) years.

## SECTION B: BIDDING PROCESS IN TERMS OF PPPFA

### 6. Bid Evaluation Methods

- a. Evaluation in terms of compulsory returnable documents
- b. Evaluation in terms of functionality criteria and in terms of the preference point system

#### 6.1 Stage 1: Returnable Documents

#### 6.2 Compulsory returnable documents

Each bid shall comprise of a clearly indexed proposal with the tender documents as follows:

Section	Compulsory Returnable Documents	Attached YES/NO
1.	Bid document must be securely bound.	
2.	Invitation to Bid (SBD 1) must be fully completed.	
3.	Fully completed Pricing Schedule.	
4.	Fully completed SBD4 (Declaration of Interest).	
5.	Fully completed SBD 6.1 (Preference Claim Certificate).	
6.	A Valid Pin Letter from SARS. Failure to submit a Valid Pin Letter, the bid proposal will be considered non-responsive and shall be disqualified. <b>Tax status must remain compliant for the duration of the bid validity period.</b>	
7.	Copy of CIPRO/ CICPC Company registration documents indicating each director's percentage as a shareholder. The date on the letter must not be older than <b>one (1)</b> month as at the closing date of the bid.	
8.	If the bidder is a joint venture/consortium/partnership, an originally certified copy of such an agreement and a resolution by each party to such venture/consortium/partnership authorizing its participation in the bid should be attached. If the bidder is not a joint venture/consortium/partnership this section is not compulsory.	
9.	Originally certified copies of the identity documents /valid passports of all the directors of the entity. The date on the certified copies must not be older than <b>one (1)</b> month as at the closing date of the bid.	

10.	Attach a detailed Central Supplier Database (CSD) report (printout).	
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**N.B. BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY REQUIREMENTS AS LISTED ABOVE WILL BE DISQUALIFIED. ALL SUBMITTED DOCUMENTS MUST BE INITIALED ON EVERY PAGE AND FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION.**

### 6.3 Supporting Returnable Documents

Section	Supporting Bidding Documents	Attached YES/NO
1.	A total of 20 preference points shall be allocated on a proportional basis to enterprises owned by historically disadvantaged persons or individuals. For enterprises that are owned by disabled person(s), copies of confirmation from a Professional Medical Officer registered with the Health Professions Council of South Africa (HPCSA) must be provided.	
2.	Attach copies of valid orders, appointment letters or contracts as proof of relevant traceable experience in the supply and delivery of office stationery	
3.	A detailed implementation plan indicating how the bidder will implement the project in procuring, supplying and delivering of office stationery.	
4.	Proof of delivery vehicles: i.e. Panel vans, Station Wagon, Light/Heavy duty vehicles (dust proof). Certified copies of Vehicle Registration certificates of at least 1 ton or more vehicles in the names of directors or company; roadworthy certification and in case of a lease duly signed leased agreement of transport.	

**NB: ALL ATTACHED DOCUMENTS MUST BE INITIALED ON EACH PAGE. FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS WILL RESULT IN ZERO POINTS DURING THE EVALUATION PROCESS.**

### 7. Stage 2: Evaluation on functionality and preferential point system.

The evaluation shall be conducted by the Department on the basis of functionality (100). That is price (80), and specific goals on equity ownership (20).

Criteria For Functionality	Points	TOTAL POINTS
<b>Management and implementation plan</b> <ul style="list-style-type: none"> <li>a) A thorough understanding of the objectives and deliverables of this project.</li> <li>b) Provide a detailed proposal / methodology clearly stating how the bidder plans to coordinate the project.</li> <li>c) Provide an indicative work / project plan with clear deliverables and timeframes.</li> </ul>	50	50
Proof of delivery vehicles: i.e. Panel vans, Station Wagon, Light/Heavy duty vehicles (dust proof). Certified copies of Vehicle Registration certificates of at least 1 ton or more vehicles in the names of directors or company; roadworthy certification and in case of a lease duly signed leased agreement of transport. <ul style="list-style-type: none"> <li>a) Own Delivery Vehicles                      10</li> <li>b) Leased Delivery Vehicles                      5</li> </ul>	10  5	15
<b>Competency and track record (Company)</b> Evidence of experience in the procurement, supplying and delivering of office stationery in the form of an appointment letter, contract or a purchase order. (These document(s) should be accompanied by a confirmation letter from a relevant institution signed by the Accounting Officer / Accounting Authority) <ul style="list-style-type: none"> <li>* 1-11 months                      - 15</li> <li>* 1-3 years                              - 20</li> <li>* 4yrs and above                      - 35</li> </ul>	15 20 35	35
<b>Total functionality score</b>	<b>100</b>	

- a) Each BEC member shall award points for each individual criteria on the score sheet.
- b) The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and minimum threshold of 70 points.
- c) All bidders who scored the minimum threshold of 70 points or above shall advance to phase II of the bidding process.
- d) Bids/proposals that do not score specified minimum points for functionality shall be disqualified.

## 7.2 Phase II: Preference Points in terms of PPPFA.

### Evaluation in terms of the 80/20 preference point system

Only the qualifying bids shall be evaluated further in terms of the 80/20 preference points system where 80 points will be used only for price and 20 points for the specific goals on equity ownership.

### Points allocation in terms of the preference points system

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000). Responsive bids shall be adjudicated by the MDoE on the 80/20 preference points system in terms of which points are awarded to bidders(s) as follows:

#### Preferential Points:

Total preferential points	<b>100</b>
---------------------------	------------

#### Points for price and specific goals on equity ownership:

Points for price	<b>80</b>
Points for specific goals on equity ownership	<b>20</b>

**In terms of points for price (80):** The lowest acceptable bid shall obtain the maximum points for price. The other bids with higher prices shall proportionately obtain lower points. The final points for the selection of a preferred bidder shall be calculated as follows:

$$P_s = 80 \left[ \frac{1 - P_t - P_{min}}{P_{min}} \right]$$

Where:

- $P_s$  = Points scored for comparative price of tender or offer under consideration
- $P_t$  = Comparative price of tender or offer under consideration and
- $P_{min}$  = Comparative price of lowest acceptable tender or offer

**Note:** The preference claim forms are part of the standard bidding document.

**In terms of points for specific goals (20):** A maximum of 20 points shall be awarded to a bidder(s) in respect of specific goals on equity ownership as contemplated in sub-regulation (2) of the PPPFA (Act No.5 of 2000) and section 8 of the MDoE Preferential Procurement Policy will be added to the points scored for price as calculated in accordance with sub-regulation (1) of the PPPFA (Act 5 of 2000).

Points will be awarded to the bidder(s) who attains the specific goals on equity ownership in accordance with the generic scorecard below:

<b>Description</b>	<b>Points (80/20)</b>
<i>Enterprises that are at least 51% that are black owned</i>	5
<i>Enterprises that are at least 51% women-owned</i>	5
<i>Enterprises that are at least 25% owned by disabled persons</i>	5
<i>Enterprises with at least a 25% ownership by Youth</i>	5
<i>Non-compliant</i>	0

The Department may award the bid to a bidder who did not score the highest total number of points in accordance with section 2(1) (f) of the PPPFA.

### 7.3 Phase III: Recommendations

The bidder(s) with the highest points shall then be recommended for appointment subject to section 2(1) (f) of the PPPFA on the following overall criteria:

- The needs of the MDoE in terms of its operations regarding the supply and delivery of office stationery;
- The service provider(s) experience in the operations related to the supply and delivery of office stationery;
- The service provider(s) experience in procurement, distribution and administration of large operations related to the supply and delivery of office stationery;
- The service provider(s) capacity (i.e. financial viability; effectiveness, efficiency, reliability) to transport and deliver office stationery within the stated timeframes; and
- The service provider overall ability to provide a service characterized by quality, accuracy and speed.

## SECTION C - GENERAL CONDITIONS OF CONTRACT

Any appointment made is subject to the bidder(s) accepting the terms and conditions contained in the General Conditions of Contract and Service Level Agreement (SLA). Both the General Conditions of Contract and SLA are in line with Treasury Regulation 16A, published in terms of the Public Finance Management Act, 1999 (Act.No.1 of 1999).

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Mpumalanga Department of Education is prepared to enter into a contract with the successful bidder(s).
- b. The bidder submitting the General Conditions of Contract to Mpumalanga Department of Education together with its bid, duly signed by an authorised representative of the bidder.
- c. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- d. The supplier shall not, without the Department'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.
- e. The supplier shall indemnify the Department 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.
- f. Supplies and services which do not comply with the contract requirements may be rejected. Any 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 supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk.
- g. Should the supplier fail to provide the substitute supplies forthwith, the Department may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- h. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.



- i. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Department.
- j. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. 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.
- k. 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 Department'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.
- l. The method and conditions of payment to be made to the supplier under this contract shall be specified in SLA. 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. Payments shall be made promptly by the Department, but in no case later than 30 days after submission of an invoice or claim by the supplier. Payment will be made in Rand.
- m. Prices levied by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted in his/her bid. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- n. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the Department in the contract. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the Department 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 Department 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.
- o. The Department 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 Department. if the supplier fails to perform any other

- obligation(s) under the contract; or (c) if the supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- p. If a force majeure situation arises, the supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department 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.
  - q. The Department may at any time terminate the contract by giving written notice to the supplier if he/she 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 Department.
  - r. If any dispute or difference of any kind whatsoever arises between the Department 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. If, after 30 days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Department or the supplier may give notice to the other party of his/her intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
  - s. 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. The contract shall be interpreted in accordance with South African laws.
  - t. The supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Department. 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. Therefore, bidder(s) must be tax compliant when submitting their bids and must comply (throughout the contract period) with all applicable pieces of tax legislation- including but not limited to the Income Tax Act, 1962 (Act. No. 58 of 1962) and the Value Added Tax Act (Act. No. 89 of 1991).
  - u. The bid shall not be awarded to a bidder(s) who is not tax compliant. The Department reserves the right to withdraw an award, or cancel a contract concluded with a supplier if it is established that such a supplier was not tax compliant at the time of the award, or has submitted an invalid Tax Clearance Certificate for the bid.
  - v. It is a condition of contract that tax matters of the appointed supplier should be in good order, or proof is submitted confirming that satisfactory arrangements have been made with

the South African Revenue Service (SARS). Tax Compliance status is also applicable to foreign bidders / individuals who wish to submit bids.

- w. Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD. In the case of Consortium/Joint Ventures/Partnership, each party **must** be registered on the CSD and its tax compliance status will be verified from this database.
- x. Bidders may seek clarity on additional information on certain areas. Only written requests shall be considered by the MDoE, provided that these are reasonable as to the timing and content. In order to maintain transparency and equity, the Department shall supply all bidders with the requested additional information.

## SECTION D - SPECIAL CONDITIONS

### 1. Compliance with compulsory guidelines (Acts, Rules and Regulations):

- a. For desired results or effectiveness and efficiency in the supply and delivery of office stationery, the contractor will have to comply with all instructions of the MDoE.
- b. Official orders will be placed during the course of the contract period (as and when required).
- c. Bid prices are to include delivery costs by road to the relevant offices and/or any other nominated destination. The delivery price must include all delivery costs such as packing, off-loading, material handling, assembling, etc.
- d. Value Added Tax (VAT) is to be included in the tender price.
- e. Delivery after receipt of an official order shall be strictly **within 10 working days**.
- f. Full details of offer are to be indicated on the specifications.
- g. Payment will be effected only after receipt of a detailed invoice and a signed delivery note from the nominated destination has been received.
- h. The MDoE reserves the right to terminate the contract if the successful bidder(s) does not comply with any stipulations contained in the contract.
- i. The contract shall be signed by both parties (successful bidder and the MDoE) **before** commencement of service.
- j. No bidder shall be allowed to communicate with any member of the Bid Evaluation and Adjudication Committees, official, agent and representative of the Department.

### 2. Bid Policies, Procedures, Terms & Conditions

The Department reserves the right to terminate the contract with immediate effect if:

- a. There is breach of confidentiality.
- b. A service provider performs unsatisfactorily and fails to remedy such poor or non-performance within 10 working days of receipt of written request to do so, it excludes cases where it is impossible to render the service or instances/events beyond the reasonable control of the service provider.
- c. A bid may, on reasonable and justifiable grounds be awarded to a bidder that did not score the highest points.
- d. Bidders are requested to complete the attached preference points claim forms, in order to claim their points.
- e. Only a bidder who has completed and signed the declaration forms of preference points claim forms will be considered for these points.
- f. Points claimed would be rounded off to the nearest two (2) decimals.

#### 2.1. The Department reserves the right to:

- a. Cancel the Bid or not to appoint any bidder.
- b. Request further information from any bidder after the closing date.

- c. Appoint more than one service provider
- d. Verify information and documentation of the responsive bidder.
- e. Inspect the operation or any part thereof during the evaluation phase of the bid.

## **2.2 Termination and/or Withdrawal**

- a. In case of failure to comply with any of the conditions of the bid or unsatisfactory rendering of service, the stipulations of the general conditions of contract and procedures would be applicable.
- b. The Department reserves the right to withdraw any part(s) of the scope of work or the scope of work as a whole from the service, with a month written notification to the bidder.
- c. The MDoE would be entitled to payment for all items collected up to the date of withdrawal.
- d. An amendment or waiving of the stipulations of the contract must occur in writing by mutual consent with the Department. Should the bidder alienate any right and liabilities in terms of this contract, the bidder must notify the Department immediately so that necessary steps for the transfer of the contract can be taken.

## **3. Breach of Contract**

- a. If the service is interrupted or temporary delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the contractor, the parties must mutually agree on methods for continuous supply and delivery.

## **5. Conditions in respect of the employees of the bidder**

- a. The employees of the bidder will have access to all areas, subject to other stipulations at this bid, to render the service. If the service is not rendered in that specific area at a given time access to that area is forbidden.
- b. In such a case the contract would immediately comply with the request and the bidder would not (as a result of such a request) be entitled to bring a claim for loss or damage against the Department and the bidder indemnifies the Department against any claim from the employee concerned.

## **5. Bid Pricing Structure**

- a. The price must be levied per item or in packs.
- b. All prices quoted should be VAT inclusive. (non-VAT vendors should indicate a zero figure where VAT is required)
- c. Bidders are allowed to bid for the items listed in the price schedule.
- d. **Prices must be fixed for each year** as indicated in the pricing schedule. No price adjustment will be considered.

## **6. Payments**

- a. Payment will be made as when full delivery of an order has been fulfilled and an invoice has been submitted. The invoice must indicate items delivered and must reflect the order number.
- b. Invoices will not be certified as correct before the work has been properly performed. This invoice certification can only take place after the last working day of the month during which the supply and delivery were completed.

## **7. Billing**

An original invoice with an invoice number, signed by service provider, with the correct amount, on a valid company letterhead and period of payment should be generated once an order has been fulfilled.

## **8. Liability**

The contractor shall indemnify the Department herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the bidder or any other person - that may result from or be related to the execution of this contract.

## **9. Damage and compensation**

The contractor shall be held responsible for any damage or theft that may be caused to the premises or content by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise. Claim for indemnification can accordingly be imposed by the Department against the contractor.

## **11. Fixing of damaged infrastructure**

In the case of damage to Departmental infrastructure resulting from the delivery of goods; the contractor undertakes to fix the damage immediately to the satisfaction of the Department. If the contractor fails to act immediately after notification, the Department will fix the contractor the damage and claim costs incurred be from any payment outstanding payments of contractor.

## **12. Central Supplier Database Registration**

This bid will not be awarded to a supplier who is not registered as a prospective supplier on the Central Supplier Database administered by the National Treasury.

### **13. Performance management**

- a. Supplier Performance Management is viewed by the MDoE as a critical aspect in ensuring value for money in the acquisition of goods and services. It is an aspect that ensures good supplier relations between the MDoE and all its suppliers.
- b. The successful bidder shall upon receipt of a written notification of an award, conclude a Service Level Agreement (SLA) with the MDoE, which will form an integral part of the main contract. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level in terms of effective delivery, quality and value add to MDoE business.
- c. The service provider(s) will have to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition. For example:
  1. How did we perform this past month, quarter, and year?
  2. How are we going to do next month, quarter, and year?

### **14. VAT and Tax Compliance Status**

All suppliers tax compliance status will be verified on the Central Supplier Database (CSD). Failure to validate and attach CSD copies in relation to the tax clearance certificate may invalidate the bid.

### **15. Legal Framework**

- a. The service provider must comply with the National Environmental Management Act 1998 (Act 107 of 1998) and National Environmental Management Waste Act 2008 (59 OF 2008).
- b. This bid and all contracts emanating from it shall be subject to the General conditions of contract issued in accordance with chapter 16A of the Treasury Regulations published in terms of the PFMA, 1999(Act 1 of 1999). The other special condition of contract is supplementary to that of the General conditions of contract.

---

**BIDDER / DESIGNATED PERSON  
SIGNATURE**

---

**DATE**

## SECTION E: PRICE SCHEDULE FOR OFFICE STATIONERY

**BIDDER'S (COMPANY) NAME:** \_\_\_\_\_

	DESCRIPTION OF ITEM	UNIT	UNIT PRICE FIRST YEAR (FIXED)	UNIT PRICE SECOND YEAR	UNIT PRICE THIRD YEAR
	<b>ADHESIVE</b>				
1	Stick 22g	Each			
2	Glue Stick 43g	Each			
3	Office Glue Liquid Pot with Brush 250ml	Each			
4	Prestick 100g	Each			
	<b>BINDERS</b>				
5	Slide Binder A4 5mm 25 Sheet Capacity Assorted Colours	100 Per Box			
6	Slide Binder A4 10mm 50 Sheet Capacity Assorted Colours	100 Per Box			
7	Slide Binder A4 15mm 75 Sheet Capacity Assorted Colours	100 Per Box			
8	Ring Binder A4 10mm 65 Sheet Capacity Assorted Colours	100 Per Box			
9	Ring Binder A4 19mm 160 Sheet Capacity Assorted Colours	100 Per Box			
10	Ring Binder A4 28mm 260 Sheet Capacity Assorted Colours	50 Per Box			
11	Ring Binder A4 44mm 435 Sheet Capacity Assorted Colours	50 Per Box			
12	Resin Steel Crystal Binders Black 130-160P	25 Per Box			
13	Resin Steel Crystal Binders Black 55-75P	25 Per Box			
	<b>WASTE BINS</b>				
14	Waste Bin Square 16 Litre Assorted Colours	Each			
15	Waste Bin Round 16 Litre Assorted Colours	Each			
	<b>BOARDS</b>				
16	Clipboard Masonite	Each			
17	Clipboard PVC Folding with Inner Pocket and Penholder Various Colours	Each			
18	Flip Chart Stand Easel Telescopic Legs Paper Clamp Pen tray 1000 x 640mm	Each			



	<b>BOOKS</b>				
19	Counter Book A4 2 Quire 192 page	Each			
	<b>CALCULATORS</b>				
20	Calculator 12 Digit	Each			
21	Calculator 16 Digit	Each			
22	Bulldog Clips 22mm	100 Pack			
23	Bulldog Clips 32mm	100 Pack			
24	Bulldog Clips 40mm	100 Pack			
25	Bulldog Clips 50mm	100 Pack			
26	Bulldog Clips 65mm	100 Pack			
27	Bulldog Clips 75mm	100 Pack			
28	Foldback Clips 15mm	100 Pack			
29	Foldback Clips 19mm	100 Pack			
30	Foldback Clips 25mm	100 Pack			
31	Foldback Clips 32mm	100 Pack			
32	Foldback Clips 41mm	100 Pack			
33	Foldback Clips 51mm	100 Pack			
34	Paper Clips Small 25mm Silver	100 Pack			
35	Paper Clips Medium 33mm Silver	100 Pack			
36	Paper Clips Large 50mm Silver	100 Pack			
37	Paper Clips King Size Wavy 78mm Silver	50 Pack			
38	Paper Clips Medium 33mm Plastic Coated Assorted Colors	100 Pack			
39	Paper Clips Large 50mm Plastic Coated Assorted Colors	100 Pack			
	<b>CUBES</b>				
40	Paper Desk Memo Cube Plastic 9 x 9cm	Each			
41	Paper Desk Memo Cube Refill 9 x 9cm 800 Assorted Colours	Each			
	<b>CDs &amp; DVDs</b>				
42	CD 700MB 52x CD-R	10 pack			
43	DVD 4.7GB 16x DVD-R	10 pack			

	<b>ENVELOPES</b>				
44	Envelope DL Manilla Seal Easy 110 x 220mm	Box of 500			
45	Envelope DL Manilla Seal Easy 110 x 220mm with Window	Box of 500			
46	Envelope DL White Seal Easy 110 x 220mm	Box of 500			
47	Envelope DL White Seal Easy 110 x 220mm with Window	Box of 500			
48	Envelope C5 Manilla Seal Easy 229 x 162mm	Box of 500			
49	Envelope C5 White Seal Easy 229 x 162mm	Box of 500			
50	Envelope C4 Manilla Seal Easy 324 x 229mm	Bos of 250			
51	Envelope C4 White Seal Easy 324 x 229mm	Box of 250			
52	Envelope C3 Manilla Seal Easy 458 x 324mm	Box of 250			
	<b>ERASERS</b>				
53	Eraser Large with sleeve	Box of 20			
	<b>FILES</b>				
54	File Fastner Slide Locking Metal Box of 50	Box of 50			
55	File Archiving Box PVC Sprinclip	Each			
56	File Polyprop Spring Clip Box (Hard Plastic) Assorted Colours	Each			
57	File Lever Arch PVC 40mm Assorted Colours	10 Pack			
58	File Lever Arch Board 40mm Assorted Colours	10 Pack			
59	File Lever Arch PVC 70mm Assorted Colours	10 Pack			
60	File Lever Arch Board 70mm Assorted Colours	10 Pack			
61	Filling Pockets A4 40 Micron	100 Pack			
62	File Deviders PVC 10 Tab Rainbow	Each			
63	File Plastic Container Slatted A4	Each			
64	Filling Indian Laces 63 mm	Pack of 100			
65	Filling Indian Laces 102 mm	Pack of 100			
66	Filling Indian Laces 127 mm	Pack of 100			
67	Filling Indian Laces 152 mm	Pack of 100			
68	File Suspension Coated Metal Rails	Box of 25			
69	Tidy Files with Flap and Clip 100 Sheets	Pack of 100			

70	File Dividers Board 10 Tab Rainbow	Each			
71	File Archive Box A4 Standard 375 x 90 x 265mm	Pack of 25			
72	File Archive Box Foolscap 383 x 105 x 283mm	Pack of 25			
73	File Storage/Pakage Box 300mm x 450mm x 300mm	Pack of 25			
74	File Storage/Pakage Box with Lid	Pack of 25			
75	File Carry Folder PVC Stud Fastner Assorted Colours	Each			
76	File PVC Magazine Holder	Each			
	<b>FINGERETTES</b>				
77	Fingerettes Extra Small 00	Pack of 10			
78	Fingerettes Small 0	Pack of 10			
78	Fingerettes Medium 1	Pack of 10			
79	Fingerettes Large 2	Pack of 10			
80	Fingerettes Extra Large 3	Pack of 10			
	<b>MEMORY STICKS</b>				
81	Memory Stick USB 32GB	Each			
82	Memory Stick USB 64GB	Each			
	<b>EXTERNAL HARD DRIVES</b>				
83	External Hard Drive USB Portable 1TB	Each			
84	External Hard Drive USB Portable 3TB	Each			
85	External Hard Drive USB 5TB	Each			
	<b>LABELS</b>				
86	Label CD/DVD 117 x 17mm Inner Diameter 2 Up Pack of 100 Sheets	Per Pack			
87	Label CD/DVD 117 x 41mm Inner Diameter 2 Up Pack of 100 Sheets	Per Pack			
88	Label CD/DVD 117mm Diameter 2 Up Full Face Bulk Pack of 1000	Bulk Pack 1000			
89	Label Lever Arch 70mm Assorted Colours	12 Pack			
90	Label Instruction Urgent Roll Box of 125	Each			
91	Label Instruction Confidential Roll Box of 125	Each			

92	Label Round Roll 10mm Assorted Colours	Each			
93	Thermal Direct Labels 150 x 210mm for Argox G6000 Label Printer	Per Roll			
94	Tape Brother TZe-211 6mm X 8m Laminated	Per Roll			
95	Tape Brother TZe-241 18mm X 8m Laminated	Per Roll			
<b>LANYARDS</b>					
96	Lanyard with Clip Only Assorted Colours	Each			
<b>LETTER OPENERS</b>					
97	Letter Opener	Each			
<b>LETTER TRAYS</b>					
98	Letter Tray Plastic 3 Tier SET	Each			
<b>MARKERS</b>					
99	Marker Permanent 0.7mm Bullet Point Assorted Colours	Box of 12			
100	Marker Permanent 1.5mm Bullet Point Assorted Colours	Box of 12			
101	Marker Permanent 2.5mm Chisel Point Assorted Colours	Box of 12			
102	Marker Whiteboard Bullet Point Assorted Colours	Box of 12			
103	Marker Highlighter Assorted Colours	Pack of 6			
<b>NAME BADGES</b>					
104	Lanyard and Name Badge	Box of 30			
105	Name Badge with Pin and Clip with Paper Insert	Box of 50			
<b>ORGANIZERS</b>					
106	Desktop Tidy Rounds 6 Cylinders	Each			
<b>NOTE PADS</b>					
107	Post It Notes Pop Up Sign Here Flags 50 Sheets Per Dispenser	Each			
108	Post It Notes Pop Up Flags Indexer 50 Sheets Per Dispenser Various Colours	Each			
109	Post It Note 76mm x 76mm	Pack of 12			
110	Post It Note 76mm x 127mm	Pack of 12			
111	Flip Chart Pad A1 Punched and Perforated 50 Sheet	Each			
112	Examination Pad A4 Punched 100 Sheet	Pack of 5			
<b>PAPERS</b>					
113	Paper A4 160gms White	Ream of 100			

114	Paper A4 160gms Bright Colours	Ream of 100			
115	Paper A4 80gms White	Box of 5 Reams			
116	Paper A4 80gms Pastel	Ream of 500			
117	Paper A4 80gms Bright Colours	Ream of 500			
118	Paper A3 80gms White	Box of 5 Reams			
	<b>PENS</b>				
119	Click Medium Point Retractable Pen	Box of 12			
120	Atlantis Medium Point Retractable Ball Pen	Box of 12			
121	Velocity Medium Point Ball Pen	Box of 12			
122	Pen Crystal Grip Medium Point Ball Extra Life	Box of 50			
123	Ultra Grip Retractable Ballpoint Pen with Rubber Grip	Box of 20			
124	Correction Pen 12ml	Box of 12			
	<b>PENCILS</b>				
125	Pencil HB	Box of 12			
126	Pencil Sharpener Metal with one hole	Each			
127	Pencil Sharpener Metal with two holes	Each			
128	Pencil Mechanical 0.5mm Transparent Side index finger clicker Assorted Colours	Each			
129	Pencil Lead 0.5mm HB 40 Leads per tube	Per Tube			
	<b>LAMINATING POUCHES</b>				
130	Laminating Pouches A3 180 micron	100 Pack			
131	Laminating Pouches A4 180 micron	100 Pack			
	<b>PAPER PUNCHES</b>				
132	Paper Punch One Hole Heavy Duty Plier Type	Each			
133	Paper Punch One Hole Heavy Duty with Wooden Base	Each			
134	Paper Punch Two Hole Heavy Duty 50 Sheets	Each			
135	Paper Punch Two Hole Heavy Duty 150 Sheets	Each			
	<b>RUBBER BANDS</b>				
136	Rubber Band Size 34 (100 x 3mm)	Packet			
137	Rubber Band Size 38 (150 x 3mm)	Packet			

138	Rubber Band Size 64 (90 x 6mm)	Packet			
139	Rubber Band Size 128 (200 x 9mm)	Packet			
	<b>RULERS</b>				
140	Ruler Clear 30cm	Each			
	<b>SCISSORS</b>				
141	Scissor Soft Grip 170mm	Each			
142	Scissor Soft Grip 210mm	Each			
143	Scissor Orange Handle 210mm	Each			
	<b>SHEETS</b>				
144	Binding Covers 200 Micron Clear	100 Pack			
145	Frosted Sheet A4 180 Micron Assorted Colours	100 Pack			
	<b>SORTERS</b>				
146	Ready Sorter Kraft - Plastic	Each			
	<b>STAMPS</b>				
147	Stamp Pads 147mm x 110mm	Each			
148	Stamp Pad Endorsing Ink 30ml Assorted Colours	Each			
	<b>STAPLES</b>				
149	Staples No. 23/6	Each Box			
150	Staples No. 23/24	Each Box			
151	Staples No 25/10	Each Box			
152	Staples No. 26/6	Each Box			
153	Staples No. 66/8	Each Box			
154	Staples No. 66/11	Each Box			
155	Staples No. 66/14	Each Box			
	<b>STAPLE REMOVERS</b>				
156	Staple Remover Heavy Duty	Each			
157	Staple Remover Normal Crunch Type	Each			
	<b>STAPLERS</b>				
158	Stapler Compact One Finger Stapling 20-25 Sheets	Each			
159	Stapler Professional Two Finger Stapling 70 Sheets	Each			
160	Stapler Metal Full Strip Rubber Base	Each			

161	Stapler Supreme Press Less Metal 60 Sheets	Each			
162	Stapler Giant 2-100 Sheets Metal Heavy Duty	Each			
163	Stapler Giant 210 Sheets Metal Heavy Duty	Each			
	<b>MASKING TAPES</b>				
164	Masking Tape 24mm x 50m	Each			
165	Masking Tape 48mm x 50m	Each			
166	Packaging Tape Clear 48mm x 100m	Each			
167	Packaging Tape Buff 48mm x 100m	Each			
168	Sello Tape 12mm x 66m	Each			
169	Sello Tape 24mm x 66m	Each			
170	Bookbinding Tape 48mm x 25m Various Colours	Each			
171	Invisible Tape 18mm x 25m	Each			
	<b>TOTAL</b>				
	<b>VAT</b>				
	<b>GRAND TOTAL</b>	Yr1+Yr2 +Yr3			
	<b>TOTAL BID PRICE</b>				

**NB: Printer cartridges will be procured from the appointed service provider as and when required in line with market related rates.**

**BIDDER SIGNATURE**

**DATE**

**NOTE:** Bidders must ensure that all prices and calculations are correct on the schedule as no bidder will be allowed to make corrections after the closing date of the bid **AND** non-VAT vendors should indicate zero on VAT.

**Application for a Tax Clearance Certificate****Purpose**Select the applicable option .....Tenders ☐ Good standing ☐

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


**Particulars of applicant**Name/Legal name  
(Initials & Surname  
or registered name)Trading name  
(if applicable)

ID/Passport no

Company/Close Corp.  
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax  
no

E-mail address

Physical address

Postal address

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax  
no

E-mail address

Physical address



**Particulars of tender** (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender  year(s)**Particulars of the 3 largest contracts previously awarded**

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

**Audit**

Are you currently aware of any Audit investigation against you/the company? ..... YES NO

If "YES" provide details


**Appointment of representative/agent (Power of Attorney)**I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent **Declaration**

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

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer **Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

<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.

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

<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.

**SBD4**

- 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 business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
.....  
Signature

.....  
.....  
Date

.....  
.....  
Position

.....  
.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender 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
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	
> 51% <i>black ownership</i>	5
> 51% <i>women ownership</i>	5
> 25% <i>ownership by disable person(s)</i>	5
> 25% <i>ownership by youth</i>	5
<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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest 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:

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

**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)
> 51% black ownership	5	
> 51% women ownership	5	
> 25% ownership by disable person(s)	5	
> 25% ownership by youth	5	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

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

4.5. 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 20 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.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY: (Procurement Authority / Name of Institution):**

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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



RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## 9. Packing

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

## 10. Delivery and documents

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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



may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

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

**34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)