

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

BID NUMBER: COGHSTA/017/26/MP

APPOINTMENT OF TWO OR MORE SERVICE PROVIDER(S) FOR SUPPLY AND DELIVERY OF STATIONERY FOR THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS

ISSUED BY:

Department of Co-operative Governance, Human Settlements & Traditional Affairs
Private Bag X11328
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :

(Also in words):

.....

PART A INVITATION TO BID

| | | | | | |
|--|---|---------------|---|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS | | | | | |
| BID NUMBER: | COGHSTA/017/26/MP | CLOSING DATE: | 16 February 2026 | CLOSING TIME: | 12H00 |
| DESCRIPTION | APPOINTMENT OF TWO OR MORE SERVICE PROVIDER(S) FOR SUPPLY AND DELIVERY OF STATIONERY FOR THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Mr. R.S Motsilanyana | | CONTACT PERSON | Mr D Mkhabela | |
| TELEPHONE NUMBER | 013 766 6426 | | TELEPHONE NUMBER | 013 766 6283 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | rs Motsilanyana@mpg.gov.za | | E-MAIL ADDRESS | mkhabelads@mpg.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



co-operative governance,
human settlements & traditional affairs
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

Rhino & Samora Machel Buildings, No. 7 & 6 Government Boulevard, Riverside Park, Extension 2
Private Bag X11328, Mpumalanga, Mbombela, 1200
Tel: +27 (13) 766 6088, Tel: +27 (13) 766 6087

Litiko Letekubusa
Ngekubambisana
Tekuhlaliswa Kwebantfu
Netendzabuko

Departement van
Samewerkende Regering
Menslike Nedersettings
en Tradisionele Sake

UmNyango weTjhebiswano
laboRhulumende
zokuHlaliswa kwabantu
neenDaba zenDabuko

SPECIFICATIONS FOR APPOINTMENT OF A SERVICE PROVIDER(S) FOR SUPPLY AND DELIVERY OF STATIONERY FOR THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS

The specification under consideration was on the Appointment of a Service Provider(s) for supply and delivery of stationery for the Department of Co-Operative Governance, Human Settlements & Traditional affairs for a period of three (03) years

1. BACKGROUND

In order to speed up the procurement processes for consumable store items such as stationery, cleaning for the Department of Cooperative Governance Human Settlements & Traditional Affairs (**COGHSTA**) bidders are invited to supply a price list of items indicated on the attached price schedule list. An agreement will be entered into which will be entered into which will avoid inviting repetitive quotations for standard items. The Department will select twenty (**20**) Service Providers suppliers, from whom consumable items will be purchased on a rotation basis.

Purchases will be on a purchase order basis during the contract period as and when the need arise. Item schedules are provided for evaluation purposes only and not as a commitment that the exact quantity will be purchases. Actual quantities may vary. Should any supplier prove unable to deliver quality products on time, the next recommended supplier shall be used more frequently. As the department also aims to support and develop small or emerging businesses in Mpumalanga Province.

2. PRICING

Prices should be indicated in South African Rand, all-inclusive and firm. All prices must thus include VAT, delivery and offloading charges at the Mbombela Government Complex, Samora Machel Building, Departmental stores, Lower Ground. No increases such as adjustment of rates shall be allowed unless requested and motivated in writing from the supplier and approved by the Accounting Officer of the Department.

The price schedule must be completed in full and signed.

3. VALIDITY PERIOD OF BID OFFER

The validity of this bid will be **120 days** after the closing date.

4. LIST OF MANDATORY RETURNABLE DOCUMENTS

4.1 COMPULSORY BIDDING REQUIREMENTS (Phase1 A)

To be considered responsive bidders must submit a valid offer along with the required compulsory documents before or on the closing date and time of bid. The following must be submitted together with the original BID document to avoid disqualification:

- a) Copy of company registration (CIPC)
- b) Fully Completed and Standard Bidding Documents (SBD1,SDB4 and SBD 6.1)
- c) Completed and signed BOQ.
- d) In cases of Joint Venture Agreement together with a certification of authority for signatory and company profile.
- e) Original Certified Copies (not copy of copy) of identity documents of Owners/ Directors/ Members/ Shareholders (certified date should not be more than 3 months olds
- f) Attendance of Compulsory briefing session.

Note: failure to submit the required compulsory documents as listed above shall results in your bid being invalidated or disqualified

5. GENERAL REQUIREMENTS

Bidders are requested to provide the above listed requirements in the exact order at the back of this document. The original cover page of this document should remain as such during submission. Brief company profile can be provided (catalogues are optional)

6. CONDITIONS

- 6.1** The Department is not bound to accept any of the offers submitted and reserve the right to call for best and final offers from short-listed bidders before final selection.
- 6.2** The Department reserves the right to negotiate rates before final appointment with the highest scoring bidder and will further perform site visits to inspect the capacity of the bidder's business premises and operations without prior notification. The department may invite quotations from other suppliers at any time for any supplies required and may rotate the selected suppliers based on performance such as delivery and quality of products and service.
- 6.3** The department reserves the right to appoint more than one service provider Suppliers should further note that the total supply would be shared among as many as five suppliers.
- 6.4** A bid from any bidder or its directors / partners whose name appears on the National Treasury Database of restricted suppliers will not be considered;
- 6.5** Late and incomplete bids will not be considered; viii) Submissions from different companies with the same directors will not be accepted, companies with the same directors will not be accepted, it is considered as combating competitive bidding processes to bid for the same bid by submitting multiple offers with difference company names, being the same owner.
- 6.6** Suppliers should at least have one year's experience and any evidence, which may be discovered as inaccurate in any bid offer, will lead to immediate invalidation of the bid offer.

- 6.7 Any use of correction fluid or similar products on the bid document will nullify the bid.
- 6.8 List of at least three (3) trade references (company names and town), which indicates the period of previous contracts, the type of goods supplied and a reference (name and telephone number) as well as an average of the total contract value.

7. EVALUATION PROCEDURE (Phase 2)

Bid will be evaluated at different stages; at the first stage would be general validity in terms of the compulsory requirements stated above, and bidders must score a minimum of **60 points** to qualify for the next stage. Bids which fails in general to meet the compulsory requirements may be rejected and will not be evaluated further, however, the Department reserves the right to communicate with bidders in the case where minor administrative errors are apparent. Bidders may be invited for presentations or clarification of documents.

The second stage will be the consideration of HDI points and prices (refer also to SBD6.1) and the Preferential Procurement Regulations, 2018 (80/20 preference system)

8. CALCULATION OF POINTS FOR PRICE

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Thus, bidders who provide the lowest management fee will get full 80 points for price. Pricing should be indicated in South African Rand, all-inclusive.

Price / Financial proposal must be submitted in South African Rand.

The following formula will be used to calculate the points for price in respect of this bid:

$$Ps = 80 \left(1 - \frac{(Pt - P_{min})}{P_{min}} \right)$$

Where

Ps= Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

- a) The responsive bids will be adjudicated by the State on the 80/20-preference point for Specific Goals in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum **80 points**)
 - Specific goals (maximum **20 points**)
- b) The department reserves the right to arrange contracts with more than one contractor.
- c) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022
- d) A maximum of **20 points** may be awarded to a bidder for specific goals

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

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

Note to tenderers: The tenderer must indicate how they claim points for each Specific Goal point system on the pre-determined criteria below.)

APPOINTMENT OF A SERVICE PROVIDER(S) FOR SUPPLY AND DELIVERY OF STATIONERY FOR THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS

| Specific goals allocated points in terms of this tender. | Criteria | Number of points allocated (80/20 system) | Proof Required |
|--|--|---|--|
| Women-owned enterprises | ≥ 51% women ownership | 4 | CSD and or Date of birth |
| Youth-owned enterprises | ≥ 51% youth ownership | 4 | CSD and or date of birth |
| Persons with disabilities | ≥ 51% ownership or employment | 3 | Medical proof |
| Local (township/rural) enterprises | Operating in Mpumalanga Province rural/township area | 3 | Attach- Business Registration Document or Lease Agreement or PTO wwith Municipal Account or Water / lights Statement of account) |
| Black-owned (HDI) | ≥ 51% black ownership | 4 | CSD or B-BBEE certificate |
| Military veterans | Registered with DMV* | 2 | DMV certificate |
| Total HDI Participation | Combination of above | 20 | Verified through CSD/supporting documents |

9. NATURE OF RELATIONSHIP

For the purpose of this Contract, the Service Provider is an independent Service Provider and the relationship between the Parties shall not be construed to be that of employer and employee.

The Service Provider shall not act as, or hold out to be, the agent, representative or employee of the Department.

All reports, documents and papers of whatever nature to be furnished to the Department in terms of this Contract shall become the property of the Department and subject all proprietary and other rights the Department will hold over it.

10. ORDERS AND DELIVERY

- Goods may only be delivered to Samora Machel Building No 6, Riverside Government Complex, Lower Ground Floor (Departmental stores), no invoices will be paid for goods delivered and signed for at any other office, unless specifically instructed in writing by the Department.
- No deliveries will be accepted without an order and preferably along with a delivery note. Deliveries must be made within twenty (20) working days and must be complete; no incomplete / partial deliveries will be accepted.
- The Department may decide to cancel orders for which deliveries are delayed due to out of stock situations and the supplier will be expected to inform the department on receipt of the order should they expect delays due to circumstances beyond their control. The Department will not collect any stock from the supplier unless specifically arranged in writing prior to the finalisation of an order and in which a discounted rate will be required for the delivery charges.

The following should be noted:

- Delivery must be done only during working hours being 09:00 and 13:00 excluding lunch hour between 13:00 and 14:00.
- Items to be delivered must be sealed or packaged properly and be undamaged.
- No item with a shelf life or expiry date of less than 3 months for the delivery will be accepted.
- Appointed supplier must have own transport and personnel to offload when making deliveries.

11. QUALITY

The Department expects the supplier to have a fair return policy and reserves the right to return goods supplied should it be proven that it is an inferior quality, or deviates from offer made on the price schedule in this bid document.

The prices quoted in this bid will be the final prices accepted, should the bidder be found unable to carry inventory and supply goods on time or continuously supplies damaged or inferior goods, the supplier will no longer be utilised.

All goods to be supplied must be equal or similar in quality to the brands. No generic cartridges will be accepted unless a guarantee is provided from the manufacturer that printer warranties will not be void due to the use of such generic products.

12. SETTLEMENT OF ACCOUNTS AND PAYMENT OF INVOICES

- Original copies of invoices to substantiate all costs must be provided. The service provider's invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved. No copies, faxes or emailed invoices from the service provider will be processed.
- Payments to the Service Provider shall be affected by the Department within 30 (thirty) days of submission of invoices to the Department, which are subject to approval by the Department. No part payments shall be made to the Service Provider. Payments will be made only for work performed to the satisfaction of the Department. The Project Management Committee will need to take a resolution concerning the work undertaken by the Service Provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation requested in order to process payment.
- All goods must be delivered within 20 days of issuing of an order, unless otherwise approved in writing by the Department. No purchases will be done cash on delivery or paid in advance. Department on 30 days of receipt of the invoice will settle all accounts. All payments will be made after delivery of the complete order; no partial payment will be made. The below invoicing requirements will form part of the contract conditions of the successful bidder:
 - Prices / Percentage charged by the contracted service providers for goods delivered shall not vary with the approved prices / percentages;
 - Where discounts were received such discounts should also be transferred to the department on the final invoice;
 - Suppliers should ensure that the official who received an invoice from them certifies that the invoice was received on the said date by stamping the invoice

APPOINTMENT OF A SERVICE PROVIDER(S) FOR SUPPLY AND DELIVERY OF STATIONERY FOR THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS FOR A PERIOD OF THREE (03) YEARS

with the receipt date stamp (this will ensure that the invoice is tracked and paid within the required time);

- Suppliers should avoid delivering invoices to any manager or official other than the designated departmental stores or Expenditure Section, in a case where it is unavoidable, the service provider should follow up with that person to ensure that the invoice was submitted to the expenditure section. This is to avoid at all times as no assistance can be provided if the invoice is not received at the Expenditure section.
- All invoices must therefore be delivered to the Expenditure Section in the original; and
- Be recorded in the register that is provided for this purpose by the person delivering the invoice stating the date, name of the supplier, invoice number, services rendered for goods delivered and signature;
- Monthly statement to be submitted to Expenditure for reconciliation purposes;
- Invoices must further have an order number or reference number (or copy of a confirmation letter when no order was issued)
- Service providers should ensure validity of their invoices and supporting documentation, an invoice is considered valid only if it reflects the following:-
 - A full or shortened name of the service provider
 - The physical address and or postal address of the service provider and contact person;
 - Contact information, telephone, fax and or cell number;
 - the tax number and VAT number, where VAT is charged (it is an offence for a supplier to charge VAT whilst not registered as a VAT Vendor);
 - a full description of goods / services in line with the official purchase order;
 - the date of the invoice (Invoice date must not precede goods / services receipt date);
 - The signature of the authorised supplier representative.
 - Any additional requirements arranged which are different from the initial order must be invoices separately.

13. COMPANY INFORMATION

It will be a condition of contract that a successful bidder must ensure that their declaration of interest, bank details, company registration, Tax Clearance status and CSD (Central Supplier Database) registration remains valid for the duration of the contract. Should any of the above mentioned information become invalid at any time during the contract, the Department shall not be placing purchase orders nor make payments until such information is updated and verified as valid.

14. CONTRACT PERIOD

The agreement shall be valid for a period of thirty-six (36) months from the date of receipt of the appointment letter. Price escalations will only be based on the percentage indicated in the attached pricing schedule.

Poor performance such as late and incomplete deliveries, late deliveries or misconduct may result in cancellation of the contract.

15. COMPULSORY BRIEFING SESSION

There will be a compulsory briefing session and any failure to attend the compulsory briefing session will result in a disqualification. Details of the compulsory briefing session will be stated in the Advert. Any bidder who requires clarity may contact the relevant contacts as indicated below

16. BID EVALUATION

17. BID EVALUATION AND BANK RATING

The one envelopes system will be used where the envelopes must be sealed and endorse with the relevant bid number and description. For Bidders to be considered for the next phase of evaluation, a minimum of 60% under functionality must be achieved thereafter the Department will refer the bids for further evaluation as per its supply chain management process. It should be noted that the Department is not obliged to appoint the Bidder obtaining the highest points in terms price and preferences The evaluation criterion is 80/20 PPPFA System; where in 80 points is allocated for price and 20 points allocated for HDI points.

18. FUNCTIONALITY SCORING (TOTAL 100 POINTS)

Point for functionality will be determined in relation to the bidder's ability to meet the terms of reference as set out in this bid document and submission will be evaluated in terms of the following criteria:

19. EVALUATION CRITERIA

| Evaluation Criteria | | | |
|---------------------|--|---|----|
| 1 | Experience | | |
| | A Company's experience in the delivery of stationery with proof and contactable references (attach copies of appointment letters/purchase orders/CSD). | The points will be allocated as follows: | 40 |
| | | 1.Older than 3 years - 40 points | |
| | | 2. Older than 2 years - 30points | |
| | | 3. Older than 1 year- 20 points | |
| | | 4. Less than 1 year - 10 points | |
| | Company experience in terms of the value of a project/work done/ completed (Attach copies of appointment letters/purchase orders). | The points will be allocated as follows:(per project) | 20 |
| | | Delivery of goods and services | |
| | | 1. Above R1million -20Points | |
| | | 2. R500 000 -1 million - 12 Points | |
| | | 3. Less than R500 000 - 5 Points | |

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| | | | |
|---|---|---|----|
| 2 | Delivery Resources Vehicles(4 Vehicles) Owned -2.5 each (Max10) Leased- 1.5 each (Max 6) | Owned 10 points | 10 |
| | | Leased - 6 points | |
| 3 | Office Capacity | Office within Mpumalanga (Business registration docs,Business Address with water and lights account) - 20 | 20 |
| | | Lease Agreement with Municipal Services- 10 | |
| 5 | Bank Rating | A- 10 points | 10 |
| | | B - 10 points | |
| | | C – 8 points | |
| | | D - 5 points | |
| | | E & above- 0 points | |
| 6 | Access to Finance from a Reputable Institution | R100K- 10 Points R50k- 5 Points R10K- 3 Points | 10 |

20. CONTACT PERSONS:

COGHSTA: Technical Enquiries
Telephone: 013 766 6283
Dan Mkhabela (Stores)

OR

Supply Chain Management Enquiries
Stella Motsilanyana
Telephone: 013 766 6426

BID SPECIFICATIONS CHAIRPERSON

ANNEXURE A

DEPARTMENT OF CO-OPERATIVE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

MPUMALANGA PROVINCIAL GOVERNMENT

| NO | ITEM DESCRIPTION | CYCLE OF DESCRIPTION | UNIT OF ISSUE DESCRIPTION | UNIT PRICE |
|----|--|----------------------|---------------------------|------------|
| 1 | ADHESIVE GLUE , 100G PRESTICK | STATIONERY | EACH | |
| 2 | ADHESIVE GLUE , GLUE PRITT STICK 20G | STATIONERY | EACH | |
| 3 | BAND RUBBER 100GR SIZE 126 | STATIONERY | BOX | |
| 4 | BAND RUBBER 100GR SIZE 64 | STATIONERY | BOX | |
| 5 | CALCULATOR 14 DIGITAL © | STATIONERY | EACH | |
| 6 | CARBON PAPER A4 , 100 SHEET , BLUE © | STATIONERY | PACK | |
| 7 | ERASER (PENCIL) | STATIONERY | EACH | |
| 8 | ENVELOP C4 , SELF SEAL BROWN 324 MM 227 MM BOX OF 250 (A4) | STATIONERY | BOX | |
| 9 | ENVELOP C3 , SELF SEAL BROWN 458 MM 324 MM BOX OF 250 (A3) | STATIONERY | BOX | |
| 10 | ENVELOPE B5 (MEDIUM BROWN) | STATIONERY | BOX | |
| 11 | ENVELOPE DL (SMALL BROWN) | STATIONERY | BOX | |
| 12 | FILE ADAPTER A4 - BLACK | STATIONERY | EACH | |
| 13 | FILE ADAPTER A4 - GREEN | STATIONERY | EACH | |
| 14 | FILE DIVIDER TAB 5 A4 | STATIONERY | PACK | |
| 15 | FILE DIVIDER PRINTED TAB A4 (1-31) | STATIONERY | PACK | |
| 16 | FILE DIVIDER CARDBOARD A4 10 TAB | STATIONERY | PACK | |
| 17 | FILE DIVIDER PLASTIC MULTICOLOUR A4 | STATIONERY | PACK | |
| 18 | FILE PLASTIC CONTAINER A4- BLACK (OPTIPLAN) | STATIONERY | EACH | |
| 19 | FILE PLASTIC CONTAINER A4- GREEN (OPTIPLAN) | STATIONERY | EACH | |
| 20 | FILE HEAVY WEIGHT WITH CLIP (OPTIPLAN)/(25 PACK) | STATIONERY | PACK | |
| 21 | FILE LEVER ARCH BLACK | STATIONERY | EACH | |
| 22 | FILE STORAGE BOX WITH LID WEIGHT 15KG | STATIONERY | EACH | |

| NO | ITEM DESCRIPTION | CYCLE OF DESCRIPTION | UNIT OF ISSUE DESCRIPTION | UNIT PRICE |
|----|--|----------------------|---------------------------|------------|
| 23 | FILE FASTNER STEEL | STATIONERY | BOX | |
| 24 | HARDBACK NOTE BOOK A4 2 QUIRE FEINT AND MARGIN | STATIONERY | EACH | |
| 25 | PERMANENT MARKER BLACK 2MM | STATIONERY | EACH | |
| 26 | MARKER HIGHLIGHTER GREEN CHISEL TIP FLUORESCENT | STATIONERY | EACH | |
| 27 | MARKER HIGHLIGHTER;YELLOW;CHISEL TIP;FLUORESCENT | STATIONERY | EACH | |
| 28 | PAD WRITING 100 SHEET | STATIONERY | EACH | |
| 29 | PAPER CLIP SMALL STEEL UNCOATED | STATIONERY | BOX | |
| 30 | PAPER CLIP MEDIUM STEEL UNCOATED | STATIONERY | BOX | |
| 31 | PAPER CLIP GIANT STEEL UNCOATED | STATIONERY | BOX | |
| 32 | PAPER COPYING A3 WHITE | PRINTING PAPER REAM | | |
| 33 | PAPER COPYING A4 WHITE | PRINTING PAPER REAM | | |
| 34 | PAPER COPYING A4 GREEN | PRINTING PAPER REAM | | |
| 35 | PAPER COPYING A4 YELLOW | PRINTING PAPER REAM | | |
| 36 | PAPERBOARD HARD COVER A4 WHITE | STATIONERY | PACK | |
| 37 | PEN BALLPOINT BLACK FEINT / FINE | STATIONERY | EACH | |
| 38 | PEN BALLPOINT BLACK MEDIUM | STATIONERY | EACH | |
| 39 | PEN BALLPOINT RED | STATIONERY | EACH | |
| 40 | PEN BLACK PILOT BLG2 | STATIONERY | EACH | |
| 41 | PENCIL HB/B RED AND BLACK/STEADLER | STATIONERY | EACH | |
| 42 | PENCIL SHARPNER METAL 2 HOLE | STATIONERY | EACH | |
| 43 | POST-IT PAD POST IT NOTE 75MM X 105MM | STATIONERY | EACH | |
| 44 | PUNCH: LIGHT DUTY PAPER PUNCH 2 HOLE © | STATIONERY | EACH | |
| 45 | PUNCH: PAPER ULTRA HEAVY DUTY 2 HOLE | STATIONERY | EACH | |
| 46 | PVC 900 A4 SPRINGKLIP STORAGE FILE | STATIONERY | EACH | |
| 47 | REFILL CUBE, CUBE REFILL | STATIONERY | PACK | |
| 48 | REMOVER STAPLE FINGER GRIP REMOVE 26/6 STAPLES | STATIONERY | EACH | |
| 49 | REMOVER STAPLE: REMOVE GIANT STAPLES 23/12 | STATIONERY | EACH | |
| 50 | RULER PLASTIC 30MM | STATIONERY | EACH | |
| 51 | SCISSOR PLASTIC ORANGE HANDLE BLADE 215 MM | STATIONERY | EACH | |
| 52 | SHEET PLASTIC DISIFIX 5M ROLL | STATIONERY | ROLL | |
| 53 | SHEET PLASTIC FROSTER SHEETS ASSORTED COLOURS | STATIONERY | PACK | |
| 54 | STAPLER FULL STRIP KANGAROO FULL STRIP 26/6 | STATIONERY | EACH | |
| 55 | STAPLER GIANT LE STAT PLUTO | STATIONERY | EACH | |
| 56 | STAPLES 26/6MM | STATIONERY | BOX | |
| 57 | STAPLES GIANT 23-15 MM | STATIONERY | BOX | |
| 58 | WHITEBOARD MARKER BLACK | STATIONERY | EACH | |

| NO | ITEM DESCRIPTION | CYCLE OF DESCRIPTION | UNIT OF ISSUE DESCRIPTION | UNIT PRICE |
|----|--|----------------------|---------------------------|------------|
| 59 | WHITEBOARD MARKER RED | STATIONERY | EACH | |
| 60 | CARTRIDGE TONER LC472 BROTHER BLACK | STATIONERY | EACH | |
| 61 | CARTRIDGE TONER LC472 BROTHER YELLOW | STATIONERY | EACH | |
| 62 | CARTRIDGE TONER LC472 BROTHER CYAN | STATIONERY | EACH | |
| 63 | CARTRIDGE TONER LC472 BROTHER MAGENTA | STATIONERY | EACH | |
| 64 | CARTRIDGE TONER 508A CF 360A BLACK | STATIONERY | EACH | |
| 65 | CARTRIDGE TONER 508A CF 361A CYAN | STATIONERY | EACH | |
| 66 | CARTRIDGE TONER 508A CF 362A YELLOW | STATIONERY | EACH | |
| 67 | CARTRIDGE TONER 508A CF 363A MAGENTA | STATIONERY | EACH | |
| 68 | CARTRIDGE FONT DRUM BROTHER DR-3355 HL5450DN | STATIONERY | EACH | |
| 69 | CARTRIDGE TONER 3350 | STATIONERY | EACH | |
| 70 | CARTRIDGE TONER HL4570CDW BROTHER YELLOW | STATIONERY | EACH | |
| 71 | CARTRIDGE TONER HL4570CDW BROTHER MAGENTA | STATIONERY | EACH | |
| 72 | CARTRIDGE TONER HL4570CDW BROTHER CYAN | STATIONERY | EACH | |
| 73 | CARTRIDGE TONER HL4570CDW BROTHER BLACK | STATIONERY | EACH | |
| 74 | CARTRIDGE FONT HP LASERJET P3015 CE255A | STATIONERY | EACH | |
| 75 | DRUM TONER BROTHER DR340CL | STATIONERY | EACH | |
| 76 | DRUM TONER BROTHER DR-273CL CMY DRUM | STATIONERY | EACH | |
| 77 | CARTRIDGE TONER BROTHER HL5200DW | STATIONERY | EACH | |
| 78 | CARTRIDGE DRUM TONER UNIT BROTHER HL5200DW | STATIONERY | EACH | |
| 79 | CARTRIDGE, FONT CF210A 131A BLACK | CARTRIDGES | EACH | |
| 80 | CARTRIDGE, FONT CF211A 131A CYAN | CARTRIDGES | EACH | |
| 81 | CARTRIDGE, FONT CF212A 131A YELLOW | CARTRIDGES | EACH | |
| 82 | CARTRIDGE, FONT CF213A 131A MAGENTA | CARTRIDGES | EACH | |
| 83 | CARTRIDGE, FONT CF400 BLACK | CARTRIDGES | EACH | |
| 84 | CARTRIDGE, FONT CF401 CYAN | CARTRIDGES | EACH | |
| 85 | CARTRIDGE, FONT CF402 YELLOW | CARTRIDGES | EACH | |
| 86 | CARTRIDGE, FONT CF403 MAGENTA | CARTRIDGES | EACH | |
| 87 | CARTRIDGE, TONER CE320A HP LASERJET CM 1415 | CARTRIDGES | EACH | |
| 88 | CARTRIDGE, TONER CE321A HP LASERJET CM 1415 | CARTRIDGES | EACH | |
| 89 | CARTRIDGE, TONER CE322A HP LASERJET CM 1415 | CARTRIDGES | EACH | |
| 90 | CARTRIDGE, TONER CE323A HP LASERJET CM 1415 | CARTRIDGES | EACH | |
| 91 | CARTRIDGE, DCJK2IN5003349XDO10GR YELLOW | CARTRIDGES | EACH | |
| 92 | CARTRIDGE, DCJK2IN5004029XDO10GR MAGENTA | CARTRIDGES | EACH | |
| 93 | CARTRIDGE, DCJK2IN5004054XDO10GR CYAN | CARTRIDGES | EACH | |
| 94 | CARTRIDGE, DCJK2IN5001417XDO10HS BLACK | CARTRIDGES | EACH | |
| 95 | CARTRIDGE, 415A W2030A BLACK | CARTRIDGES | EACH | |
| 96 | CARTRIDGE, 415A W2031A CYAN | CARTRIDGES | EACH | |
| 97 | CARTRIDGE, 415A W2032A YELLOW | CARTRIDGES | EACH | |
| 98 | CARTRIDGE, 415A W2033A MAGENTA | CARTRIDGES | EACH | |
| 99 | CARTRIDGE FONT HP 287A | CARTRIDGES | EACH | |

| NO | ITEM DESCRIPTION | CYCLE OF DESCRIPTION | UNIT OF ISSUE DESCRIPTION | UNIT PRICE |
|-----|---|----------------------|---------------------------|------------|
| 100 | DRUM, TONER DR3200/DR3215 BROTHER HL-5350DN | CARTRIDGES | EACH | |
| 102 | CARTRIDGE, TONER TN3290 BROTHER HL-5350DN | CARTRIDGES | EACH | |
| | OTHER STATIONERY ITEMS | | | |

| NO | ITEM DESCRIPTION | CYCLE OF DESCRIPTION | UNIT OF ISSUE DESCRIPTION | UNIT PRICE |
|----|--|----------------------|---------------------------|------------|
| | NB: ALL UNIT PRICES ARE EXCLUSIVE OF VAT | | | |
| | | | | |



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**

Select the applicable optionTenders Good standing

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

Particulars of applicantName/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:**

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the **90/10** preference point system.
 - b) The applicable preference point system for this tender is the **80/20** preference point system.
 - c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|--------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| Women-owned enterprises | | 4 | | |
| Youth-owned enterprises | | 4 | | |
| Persons with disabilities | | 3 | | |
| Local(township/rural enterprises) | | 3 | | |
| Black-owned (HDI) | | 4 | | |
| Military veterans | | 2 | | |
| Total HDI | | 20 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

| | |
|------------------------------------|-------|
| | |
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |
| | |
| | |

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

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

Js General Conditions of Contract (revised July 2010)