



REQUEST FOR BID

Reference Number (BID NO.)	WRSCM-2025/2026-0011
Bid Description	Appointment of a Service Provider for Supply, Installation, Support and Leasing of Multifunctional Printers
Closing Date and Time	11 December 2025 11:00 AM

NAME OF BIDDER	
BIDDERS ADDRESS	

**PART A
INVITATION TO BID SBD 01**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WRSCM-2025/2026-0011	CLOSING DATE:	11 December 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	Appointment of a Service Provider for Supply, Installation, Support and Leasing of Multifunctional Printers				
BID VALIDITY PERIOD	THE BID IS VALID FOR A PERIOD OF 120 DAYS FROM THE BID SUBMISSION DATE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1909 RIVERSIDE OFFICE PARK					
CNR LENCHEN AND HEUWEL AVENUE					
HENNOPS HOUSE					
CENTURION					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management	CONTACT PERSON	Supply Chain Management		
TELEPHONE NUMBER	012 622 9500	TELEPHONE NUMBER	012 622 9560		
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a		
E-MAIL ADDRESS	tenders@wrseta.org.za	E-MAIL ADDRESS	tenders@wrseta.org.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
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i>	<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)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES 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: _____

**PART C
TERMS AND CONDITIONS FOR BIDDING SBD 01**

BIDDING PROCEDURE CONDITIONS FOR THIS BID

LATE BIDS RECEIVED	Bids submitted after the stipulated submission date and time will not be considered.
NON-COMPLIANT BIDS RECEIVED	Bids not submitted in the prescribed format will not be considered.
BID SUBMISSION QUANTITIES	Bids must be submitted in hardcopy submissions only as follows: One (1) hardcopy of bid proposals i.e., one original Compliance and Technical Proposal. The Price Proposal where applicable for Local Content.
BID VALIDITY PERIOD	The bid is valid for a period of one hundred and twenty (120) days from bid submission date.
COUNTER CONDITIONS	Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations- 2022.
CANCELLATION PRIOR TO AWARDING	The W&RSETA has the right to withdraw and cancel the Bid Invitation.
COLLUSION, FRAUD AND CORRUPTION	Any effort by bidders to influence evaluation, comparisons, or award decisions in any manner may result in the rejection of the bidder concerned. The W&RSETA reserves the right to reject bids when deemed necessary. Bid rigging by the bidder will result in disqualification of the bid. The bidder is not permitted to submit a bid for more than one registered company with a common director/ shareholder.
PRESENTATIONS AND PROOF OF FUNCTIONALITY AS PART OF THE EVALUATION OF BIDS	The W&RSETA has the right to perform due diligence on a bid proposal received through calling for interviews, presentations, proof of functionality sessions with short listed bidders before concluding the evaluation.
SUB-CONTRACTING	The W&RSETA does not enter into any separate contract with sub-

	contractors of its appointed contractors.
INFORMATION PROVIDED IN THE BID INVITATION	All information contained in this bid documentation is solely for the purpose of assisting bidders to prepare their bids. Any use of the information contained herein for other purpose than those stated in this documentation is prohibited.
PROHIBITIONS ON AWARDS TO PERSONS IN SERVICE OF THE STATE	<p>The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) A person who is an advisor or consultant contracted with the state or state owned entity. d) In the service of the state means to be – e) a member of: - <ul style="list-style-type: none"> i. any municipal council; ii. any provincial legislature; or iii. the National Assembly or the National Council of Provinces; f) a member of the board of directors of any state owned entity; g) an official of any government entity; h) an employee of any national or provincial department; i) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); j) a member of the accounting authority of any national or provincial public entity; or k) An employee of Parliament or a provincial legislature.
ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers.</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii. the summation of the prices. <p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in Figures, the amount in words shall govern.

	<p>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other</p> <p>d) Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The Bid Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>
<p>GENERAL CONDITIONS OF CONTRACT</p>	<p>This bid is subject to the General Conditions of Contract.</p>
<p>SPECIAL CONDITIONS OF CONTRACT</p>	<p>a) This bid is subject to the Special Conditions of Contract as outlined hereto below.</p> <p>b) The price schedule (cost) must be in South African currency and must include value added tax, where applicable and must include disbursements.</p> <p>c) Penalties will be applied in respect of late completion of work defined in the final contract provided that the delay is attributed on the part of the service provider.</p>
<p>SCM PROCESS PHASE</p>	<p><u>Administrative and Technical Evaluation Phase:</u> The SCM will submit all compliant proposals onto the Bid Evaluation Committee (BEC) for evaluation. The outcome will be based on the published terms of reference Administrative and technical evaluation criteria and the functionality threshold set for the bid. All bids that met the functionality criteria will be considered for price and specific goals evaluation.</p> <p><u>Bid Presentation Phase:</u> The W&RSETA where applicable may invite the top three (3) bidders for presentation.</p> <p><u>Due Diligence & Site Visits:</u></p>

	<p>The W&RSETA where applicable may conduct due diligence to the top three (3) bidders.</p> <p><u>Price Evaluation Phase:</u> All bids that met the functionality criteria as per the published terms of reference technical evaluation will be evaluated on price and specific goals. Thus, the bid with the lowest acceptable price may be considered for award.</p> <p><u>The service provider:</u></p> <ol style="list-style-type: none">a. Undertakes to act as an independent contractor in respect of the workb. Shall exercise all reasonable skill care and diligence in the execution of the work and shall carry out all its obligations in accordance with professional standardsc. Shall in all professional matters, act as a faithful adviser to the W&RSETAd. Shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work/ services to be rendered.e. Shall, whenever so required by the representative, furnish the representative with particulars in writing regarding the Service Providers arrangement for the execution of the work. Should the parties be of the opinion that the proposal submitted by the Service Provider does not ensure, inter alia, the completion of the work within a stipulated time for completion, the representative shall have the right to request that the proposal be amended to his/ her satisfaction.f. Shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignment or any matters arising there from in connection therewith.g. Shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of the W&RSETAh. All documents, database or any other material in any format prepared by the Service Provider in relation to the work shall be delivered to W&RSETA immediately upon the W&RSETAs request.i. the Service Provider shall not attempt to recruit employees of the department during the execution of the contract or any part thereof.j. The department undertakes to pay the service provider within (30) days from the date of receipt of the correct invoice.
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	<p>k. The department shall not enter into a contract where a company had directors, partners, or employees who are employed by the state</p> <p>l. No late, faxed, electronically transmitted, incomplete copies or unsigned bids will be accepted.</p> <p>m. All service providers enlisted by National Treasury in the restricted service providers register will not be considered.</p> <p>n. Completed bid documents must be submitted in a sealed envelope (One original copy).</p> <p><u>W&RSETA reserves to right:</u></p> <p>a) To award this bid to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)</p> <p>b) To negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).</p> <p>c) To accept part of a tender rather than the whole tender</p> <p>d) To correct any mistakes at any stage of the tender that may have been in the bid documents or occurred at any stage of the tender process.</p> <p>e) To cancel and/ or terminate the tender process at any stage, including after the closing date and/ or after tenders have been evaluated and/ or after the preferred bidder (s) have been notified of their status as such.</p>
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SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution) _____

DATE: _____

PART D

Table 1: Documents that must be submitted for Pre-qualification.

Item	Documents for submission	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status	YES	<ul style="list-style-type: none"> i. A Central Supplier Database (CSD) summary report and Tax Compliance Status Pin Should be submitted to verify the bidder's tax whether the bidder's tax matters are in order. ii. The Tax Compliance Pin Number or the CSD Master Registration Number (MAAA number) to verify the bidder's tax compliance tax status. iii. In case of foreign recommended bidders who has no history of doing business in South Africa, the foreign recommended bidder's completed SBD 1 must be submitted to the South African Revenue Service to issue Confirmation of Tax Obligation letter in terms Instruction Note No. 09 of 2017/2018. iv. The CSD and tax compliance status PIN are the approved methods of verifying the tax compliance status of bidders. v. In the event where the Bidder does not submit a tax compliance status PIN, the tax compliance status will be verified utilizing the CSD summary report
Price Proposal	NO	Applicable for Local Content. Reference the Terms of Reference
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Registration on Central Supplier Database (CSD)	YES	<p>Bidders must be registered on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.</p> <p>Visit https://secure.csd.gov.za/ to obtain your vendor / supplier number.</p> <p>Submit proof of registration with your bid document.</p>
Preference Point Claim Form – SBD 6.1	YES	<p>Complete and sign the supplied pro forma document</p> <p>Non-submission will lead to zero points awarded.</p> <p>(A valid and/ or certified copy must be attached to claim points for specific goals)</p>
Minimum Requirements	YES	Bidder must fully complete the Prescribed Standard Bidding Documentation (SBD)

		Bidder must register on the Central Supplier Database (CSD) and must submit proof of registration
		Bidder must submit one (1) hardcopy of the Compliant, Technical and Price Proposal

**PART E
DECLARATION OF INTEREST SBD4**

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

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.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 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

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.

this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting 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

PART F

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Form of evidence
SPECIFIC GOAL 1: HDI	Maximum 13		CIPC document, Valid BBBEE Certificate / Sworn Affidavit / Certified Copy of ID and Shareholder’s certificate/ Certified copy of disability certificate
Black People ownership of 51% or more	5		
Women ownership of 51% or more	5		
People with Disability ownership	3		
SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY & RDP	Maximum 7		Valid BBBEE Certificate / Sworn Affidavit, Certified
Youth ownership	5		
SMMEs (EME/QSE)	2		

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)	Form of evidence										
Enterprise located in specific Provinces: <i>[Select the applicable Province]</i> <table border="1" data-bbox="165 594 630 674"> <tr> <td>GP</td> <td>KZN</td> <td>NW</td> <td>FS</td> <td>NC</td> </tr> <tr> <td>WC</td> <td>EC</td> <td>MP</td> <td>LP</td> <td></td> </tr> </table>	GP	KZN	NW	FS	NC	WC	EC	MP	LP		N/A		Proof of business Address (Municipal Rates Statement or Lease Agreement)
GP	KZN	NW	FS	NC									
WC	EC	MP	LP										

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:	_____

GENERAL CONDITIONS OF CONTRACT

GCC- GENERAL CONDITIONS OF CONTRACT: TABLE OF CLAUSES

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- 1. Definitions** The following terms shall be interpreted as indicated:
- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the 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 “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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components
 - 1.6 “Day” means calendar day.
 - 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order
 - 1.8 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.9 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.10 “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.
 - 1.11 “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.
 - 1.12 “GCC” means the General Conditions of Contract.
 - 1.13 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.14 “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
- 1.15 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.16 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.17 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.18 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.19 “Purchaser” means the organisation purchasing the goods.
- 1.20 “Republic” means the Republic of South Africa.
- 1.21 “SCC” means the Special Conditions of Contract.
- 1.22 “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.
- 1.23 “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.

- 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 cior shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation 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 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 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:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 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 these 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 cancelling 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) (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, pursuant to GCC Clause 24.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Restriction from bidding

24.1 In cases of any improper conduct or non-performance by a bidder or supplier, the Accounting Officer may, in addition to any other legal remedies it may have, resolve that no offer to the public sector from the bidder or supplier concerned should be considered during a period up to a maximum of ten (10) years.

- 24.2 The Accounting Officer must inform the National Treasury of any such restrictions imposed, for inclusion in the national list of restricted bidders/suppliers/persons.
- 24.3 The Accounting Officer may at any time amend or rescind any restriction contemplated in clause 24.1 and must inform the National Treasury accordingly.
- 24.4 For the purpose of Clauses 24.1 and 24.2 the expression "bidder or supplier", in respect of any restriction, shall also include a director, member, employee or agent of such bidder or supplier.
- 25. Force Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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) (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;
- 1 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
 - 2 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 W&RSETA 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.

SPECIFICATIONS

1. BACKGROUND TO THE W&RSETA

The Wholesale and Retail Sector Education and Training Authority (W&RSETA) was established in 2000 in terms of the Skills Development Act (as amended). The public entity aims to facilitate the skills development needs of the Wholesale and Retail (W&R) sector through the implementation of learning programmes, disbursement of grants and monitoring of education and training as outlined in the National Skills Development Strategy (NSDS).

2. OBJECTIVE OF THE BID

The objective of the bid is to appoint a service provider that will supply, install, capacitation and support/maintenance a Multifunctional Print Solution for the W&RSETA head office, provincial offices and TVET Colleges for a period of three (3) years.

3. SCOPE OF SERVICE

The purpose of the procurement process is to replace existing equipment. The expected goals of the print solution is to optimise print fleet uptime, optimise repair turnaround time, achieve an efficiency in replacing consumables and reduce print costs over the contract period.

The W&RSETA seeks to lease a complete printing solution and not just office equipment. The Service Provider is required for the supply, delivery, installation, capacitation, and maintenance of office automation solutions to encompass:

- Hardware which includes multi-function printers (MFPs) (printer/scanner/copier), accessories (finishers, connectivity, input options) and firmware/functionality (fax, security, RIP options, PDL options);
- Basic Software which includes drivers (print/scan/fax), device management and activity monitoring and alerting.
- Basic Services which include deployment, support, training, repair, maintenance, and meter reading.
- Consumables which include toner/Ink, OPC, developer, fuser, staples, and (*paper*).
- Advanced Services which include assessment, design, consultation, configuration, optimisation, fleet management, user authentication, pull printing and managed print, and
- Advanced Software which includes, drivers (print/scan/fax), device management, print monitoring, usage management, security, device-based solutions, and print policies.

Service providers must provide basic services of electronic monitoring, meter reading and print release by pin codes as its standard function on the equipment offered. In addition, the service provider will be required to link all users and provide monthly SLA reports and volume trends analysis.

the W&RSETA required a combination of the following categories of printing solutions:

Category	Printer Solution Offered by Bidder
Printer 1 Category	Detailed specifications under section 3.2.1 below
Printer 2 Category	Detailed specifications under section 3.2.2 below
Printer 3 Category	Detailed specifications under section 3.2.3 below

3.1 Centralised Print Solution

The centralised Print Solution should meet the following requirements:

CATEGORY	ITEM
Central user and role management	Centralised user management
	Permission templates
	Centralised authentication management
	Cost assignment and chargeback
	Automatic tracking
	Monitoring of local printers
	Detailed output and cost reporting
	Web reports
	Management reports
	Export of report results
Print queue management	Automated reporting
	Multi-location printing
	Follow-me printing
	Client-based print roaming
	Central management of print queues and settings
	Mobile printing
	Secure print release
Storage management	
	Load balancing and failover

CATEGORY	ITEM
Print policies and rules	Green print policies
	Easy rule creation
	Automatic user notification
	Document capture
	MFP embedded capturing
	Document distribution
	Delivery options email, fax, file share
	External connectors
OCR and recognition	Reliable OCR text recognition
	Document processing
	Supported file formats : JPEG, PNG, BMP, PDF and TIFF
	Integration into Scanner
	Supported applications Word, Excel, PowerPoint, Dynamics 365,
	API into bespoke written applications
	Language recognition
	Batch Processing
Security	Image improvement
	Administrator-controlled user access
	Secure print-job release
	Device access control
	Authentication by ID card
	Authentication via username and password
	Document security
	Document encryption

3.2 Multifunctional devices

The multifunctional devices are split into three categories:

- (a) Day to day high volume printing and scanning;
 - (i) A range of printer devices can be proposed, based on the workload of the regional office. Print volumes from previous years (shown in 3.3) should be considered for the type of device that will be proposed. As volumes increase or decrease the fleet of devices should be adjusted to meet the requirement and the most cost-effective manner.
- (b) High-quality low volume device for the printing of Certificates issued to learners on completion of training.

- (c) Desktop Printer used in TVET colleges as a standalone device. Connect with both wifi and cable

The specifications for each of the devices are shown below:

3.2.1 Printer 1 – Day to day high volume printing and scanning

CATEGORY	ITEM	REQUIREMENT	
Basic Specifications	Configuration	Colour Multifunctional System - Print / Scan / Copy / Fax	
	Pages Per Minute	A4 - 55 ppm (print only)	
	Resolutions	600 x 600 dpi; 9600 x 600 dpi interpolated	
	Memory	4 GB RAM Standard	
	Hard Disk Drive	Dual 160 GB HDD	
	Duplex	Standard	
	Standard Output Tray	Minimum 250 Sheets	
	Electrical Requirements	220 - 240V standard three prong SABS approved power cord	
	Max Monthly Duty Cycle	10 000 Pages per month	
	Paper Supply	Standard Paper Source 1	150 Sheet Manual Paper Tray (MPT)
Standard Paper Source 2		Dual 500 Sheet Trays	
Standard Paper Source 3		3,000 Sheet Large Capacity Tray (LCT)	
Paper Selection		Auto Selection/Switching	
Paper Size		Trays 1, 2 (A4, A4R, A3) LCT (A4)	
Paper Weight Trays		60 - 220gsm	
Paper Weight MPT		60 - 300gsm	
Input Materials		Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes	
Print Specifications		OS Compatibility	Windows 10
		Network Interface	10/100/1000BaseTX
	WLAN Interface	Wi-Fi / WLAN Standard 802.11 a/b/g/n	
	WLAN Card included	Wi-Fi / WLAN Standard 802.11 a/b/g/n	
	USB interface	Hi-Speed USB 2.0	
	Network Print and Supported Protocols	TCP/IP, AppleTalk, IPv6, IPsec, SSL	
	All network interfaces must support VLAN Tagging	Devices identifiable on VLANs	
	Drivers	Standard drivers for Windows	
	Utility 1	PDF Print	
	Utility 2	Network manageable	
Utility 3	Monitor via network		
Utility 4	Print to Virtual Mailbox		
	Mobile device printing	Print from mobile devices	

CATEGORY	ITEM	REQUIREMENT
	Mobile device application	Eg. Apps for iOS, Android, Windows Mobile
Scan Specifications	Scan Resolution	200, 300, 400, 600 dpi
	File Formats Mono	TIFF, PDF
	File Formats Colour	TIFF, JPEG, PDF
	PDF Extension	High Compression PDF, Encrypted PDF
	Scan Speeds Simplex	75 ipm mono, 50 ipm Colour (300 dpi)
	Scan Speeds Duplex	45 ipm mono, 34 ipm Colour (300 dpi)
	Connectivity / Supported Protocols	10/100/1 000BaseTX, TCP/IP
	Scanning Function 1	Scan to Folder (SMB)
	Scanning Function 2	Scan to e-Mail
	Scanning Function 3	Scan to MS SharePoint
	Scanning Function 4	Scan to FTP
	Scanning Function 5	Scan to USB
	Scanning Function 7	TWAIN Scan
	Original Size	Through DP: A4 / A4R / A3
Driver	TWAIN/WIA Driver	
Copy Specifications	Image Mode	Text, Photo, Text/Photo, Auto, Manual, Map
	Continuous Copy	1 - 999 /Auto Reset to 1
	Colour Adjustment	One Touch, Hue, Auto Exposure, Sharpness
	Magnification /Zoom	Full Size, Enlargement Pre-set Ratios, 25-400% in 1 step increments
	Document Box	Custom Box, Job Box, Removable Memory Box, Fax Box
Document Processor	Type / Capacity	175 Sheets Dual Scan Document Processor
	Acceptable Originals	A5 / A4 / A4R / A3
Sheet Finisher	Stack Capacity	4,000 Sheets
	Staple Capacity	65 sheets (80gsm)
	Paper Size	A4 / A3
	Paper Weight	45 - 300gsm
	Edge Staple Position	3 Positions: Top Left, Bottom Left, Centre Bind
	Punch	Standard 2 Hole Punch Unit, Supports A4 / A3

3.2.2 Printer 2 - High quality low volume device for printing of Certificates

CATEGORY	ITEM	REQUIREMENT
Basic Specifications	Configuration	Colour Multifunctional System - Print / Scan / Copy
	Pages Per Minute	A4 - 65 ppm (print only)
	Resolutions	1200 x 1200 dpi; 1800 x 1800 dpi interpolated
	Memory	4 GB RAM Standard
	Hard Disk Drive	Dual 160 GB HDD
	Duplex	Standard
	Standard Output Tray	Minimum 250 Sheets
	Electrical Requirements	220 - 240V standard three prong SABS approved power cord
	Max Monthly Duty Cycle	2000 Pages per month
	Paper Supply	Standard Paper Source 1
Standard Paper Source 2		Dual 500 Sheet Trays
Standard Paper Source 3		3,000 Sheet Large Capacity Tray (LCT)
Paper Selection		Auto Selection/Switching
Paper Size		Trays 1, 2 (A4, A4R, A3) LCT (A4)
Paper Weight Trays		60 - 220gsm
Paper Weight MPT		60 - 300gsm
Input Materials		Bond Paper High quality
Print Specifications	OS Compatibility	Windows 10
	Network Interface	10/100/1000BaseTX
	WLAN Interface	Wi-Fi / WLAN Standard 802.11 a/b/g/n
	WLAN Card included	Wi-Fi / WLAN Standard 802.11 a/b/g/n
	USB interface	Hi-Speed USB 2.0
	Network Print and Supported Protocols	TCP/IP, AppleTalk, IPv6, IPsec, SSL
	All network interfaces must support VLAN Tagging	Devices identifiable on VLANs
	Drivers	Standard drivers for Windows
	Utility 1	PDF Print
	Utility 2	Network manageable
Utility 3	Monitor via network	
Utility 4	Print to Virtual Mailbox	
Document Processor	Type / Capacity	175 Sheets Dual Scan Document Processor
	Acceptable Originals	A5 / A4 / A4R / A3
Sheet Finisher	Stack Capacity	4,000 Sheets

CATEGORY	ITEM	REQUIREMENT
	Staple Capacity	65 sheets (80gsm)
	Paper Size	A4 / A3
	Paper Weight	45 - 300gsm
	Edge Staple Position	3 Positions: Top Left, Bottom Left, Centre Bind
	Punch	Standard 2 Hole Punch Unit, Supports A4 / A3
booklet folder device	booklet folder device	booklet folder device

3.2.3 Printer 3 - Desktop Printer equivalent to Mfp1

CATEGORY	ITEM	REQUIREMENT
Basic Specification	Configuration	Colour Multifunctional System - Print / Scan / Copy
	Pages Per Minute	22 ppm
	Resolutions	600 x 600 dpi
	Memory	2 GB RAM Standard
	Duplex	Standard
	Standard Output Tray	150 Sheets
	Electrical Requirements	220 - 240V standard three prong SABS approved power cord
	Max Monthly Duty Cycle	150-1500
	High Volume printing	
Paper Supply	Standard Paper Source 1	100 sheet multipurpose Tray 1, 250 sheet input Tray 2
	Paper Size	A4 A5 A6 B5 (JIS) B6 (JIS) Postcards (JIS single, JIS double) Envelopes (DL, C5, B5)
	Input Materials	Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes
Print Specifications	OS Compatibility	Windows, IOS, Android
	Network Interface	10/100/1000BaseTX. Wifi
	WLAN Interface	Wi-Fi / WLAN Standard 802.11 a/b/g/n
	WLAN Card included	Wi-Fi / WLAN Standard 802.11 a/b/g/n
	USB interface	Hi-Speed USB 2.0

CATEGORY	ITEM	REQUIREMENT
	Network Print and Supported Protocols	TCP/IP, AppleTalk, IPv6, IPsec, SSL
	Drivers	Standard drivers for Windows
	Mobile device printing	Print from mobile devices
	Mobile device application	Eg. Apps for iOS, Android, Windows Mobile
Scan Specifications	Scan Resolution	200, 300, 400, 600 dpi
	File Formats Mono	TIFF, PDF
	File Formats Colour	TIFF, JPEG, PDF
	Scanning Function 1	Scan to Folder (SMB)
	Scanning Function 2	Scan to e-Mail
	Original Size	A4

3.3 Volumes

The following table provides statistical information (monthly) for printing volumes in each of the regions.

Serial No	Site Address	Product	AVG Billed Months	AVG Impressions	Capacity	Utilization %
3774516890	& Retail SETA 3 Surrey Road	8155	5	12898	22000	59 %
3774519709	& Retail SETA 19 Hurst Grove	8155	5	10354	22000	47 %
3774518982	& Retail SETA Corner Heuwel Road & Lenchen Avenue	8155	5	8211	22000	37 %
3774519741	& Retail SETA 19 Hurst Grove	8155	5	6168	22000	28 %
3945111037	& Retail SETA 189 Lunnon Road Hillcrest Office Park	8155	5	5757	22000	26 %
3359241320	3774516599 Wholesale & Retail SETA 60 Schoeman Street	8155	5	5186	22000	24 %
3774519261	& Retail SETA Corner Heuwel Road & Lenchen Avenue	8155	5	4489	22000	20 %
3359239610	3774519954 Wholesale & Retail SETA 64 Mandela Street	8155	5	3856	22000	18 %
3774520006	& Retail SETA Corner Heuwel Road & Lenchen Avenue	8155	5	3787	22000	17 %
3774518753	& Retail SETA Corner Heuwel Road & Lenchen Avenue	8155	5	2442	22000	11 %
3742985481	& Retail SETA Corner Heuwel Road & Lenchen Avenue	8170	5	4272	40000	11 %
3774520014	& Retail SETA Corner Heuwel Road & Lenchen Avenue	8155	5	2109	22000	10 %
3774520073	& Retail SETA Corner Heuwel Road & Lenchen Avenue	8155	5	1992	22000	9 %
3774520049	& Retail SETA 8 Barnes Street	8155	5	1860	22000	8 %
3774519962	& Retail SETA 17 Empire Road	8155	5	1400	22000	6 %
3774519814	& Retail SETA 155A Kruger Street	8155	5	1348	22000	6 %
3774516882	& Retail SETA 2. Kekewich Drive	8155	5	1331	22000	6 %

A	B	C	D	E	F	G	
Site Name	Branch/Campus	Device Count	AVG Active Month	AVG Site Impressions	AVG Site Capacity	Site Utilization %	
Majuba TVET College		1	1	5	967	5000	19
Mngungundlovu TVET College		1	1	5	937	5000	19
Wholesale & Retail SETA		22	22	5	3681	21500	17
Ikhala TVET College		1	1	5	248	5000	5
Wholesale & Retail Sector Education and Training Authority		1	1	5	486	16333	3
Wholesale & Retail Sector Education - Port Elizabeth		1	1	5	51	5000	1
Vuselela TVET College		1	1	5	38	5000	1
Ingwe TVET College		1	1	5	5	5000	0
Northern Cape Rural TVET College		2	2	5	0	5000	0
Wholesale & Retail SETA - Bethlehem		1	1	5	0	5000	0
Wholesale & Retail SETA - Kroonstad		1	1	5	5	5000	0

3.4 No of printers and users

Below is a list of the estimated number of printers required at each regional office. The number of users per region is also provided. Please note that should the number of printers change (increase or decrease) the contractual agreement must be able to accommodate these changes.

Printer 1:

OFFICE LOCATION	NUMBER OF PRINTERS	NUMBER OF USERS
Centurion (HO)	8	120
Gauteng North	1	19
Gauteng South	1	22
Eastern Cape	1	14
Free State	1	12
KwaZulu Natal	1	20
Limpopo	1	10
Mpumalanga	1	13
Northern Cape	1	7
North West	1	6
Western Cape	1	22

Printer 2 with the booklet folder device (High Quality Certificate printer) is housed at the Centurion Head Office and only 1 is required.

One printer per TVET college is required for the 10 colleges as provided in the attached document. Please note that should the number of printers change (increase or decrease) the contractual agreement must be able to accommodate these changes. We estimate another 5 printers at TVET colleges, but the locations have yet to be confirmed.

4. GENERAL TERMS AND CONDITIONS

The successful bidder will be required to sign a Master Services Agreement (MSA) which will be valid for a period of five (5) years. The MSA which outlines the general terms and conditions of the agreement between the parties. A Service Level Agreement (SLA) will form part of the Master Services Agreement and will be concluded once the Tender is awarded.

5. EXPECTED OUTCOMES AND DELIVERABLES

The outcomes and deliverables as per the Scope of Services and specifications will be managed as outlined in the Master Services Agreement and Service Level Agreement..

6. W&RSETA BRANCHES

Premises 1: Centurion, Pretoria (HO)

Address Line 1	Ground Floor And 1 st Floor Hennops House Riverside Office Park
Address Line 2	1303 Heuwel Avenue Cnr. Lenchen & Heuwel Avenues
Farm Registration District	City of Tshwane
Suburb	
City	Centurion
Province	Gauteng
Building Or Structure	Building
Roof Construction	Tiles
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 2: Parktown, Johannesburg (GS Provincial Office)

Address Line 1	Building A, 1 st Floor, Hill on Empire
Address Line 2	16 Empire Road
Farm Registration District	City of Johannesburg
Suburb	Parktown
City	Johannesburg
Province	Gauteng
Building Or Structure	Building
Roof Construction	Tiles
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 3: Musgrave, KwaZulu Natal (KZN Provincial Office)

Address Line 1	3 rd Floor, Clifton Place
Address Line 2	19 Hurst Avenue
Farm Registration District	eThekweni Metropolitan W&RSETA
Suburb	Musgrave
City	Durban
Province	KwaZulu Natal
Building Or Structure	Building
Roof Construction	Tiles
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 4: East London, Eastern Cape (EC Provincial Office)

Address Line 1	3 Surrey Road,
Address Line 2	
Farm Registration District	Buffalo City
Suburb	Vincent
City	East London
Province	Eastern Cape
Building Or Structure	Building
Roof Construction	Corrugated Iron
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 5: Bloemfontein, Free State (FS Provincial Office)

Address Line 1	8 Barnes Street
Address Line 2	
Farm Registration District	Mangaung Municipality
Suburb	Westdene
City	Bloemfontein
Province	Free State
Building Or Structure	Building
Roof Construction	Corrugated Iron
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 6: Hillcrest, Pretoria (GN Provincial Office)

Address Line 1	1 st Floor Egret Place, Hillcrest Office Park
Address Line 2	189 Lunnon Road
Farm Registration District	City of Tshwane
Suburb	Hillcrest
City	Pretoria
Province	Gauteng
Building Or Structure	Building
Roof Construction	Tiles
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 7: Polokwane, Limpopo (LIM Provincial Office)

Address Line 1	4 th Floor, Thabakgolo Building
Address Line 2	60 Schoeman Street
Farm Registration District	City of Polokwane
Suburb	Polokwane Central
City	Polokwane
Province	Limpopo
Building Or Structure	Building
Roof Construction	Concrete slab
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 8: Emalahleni, Mpumalanga (MPU Provincial Office)

Address Line 1	Suite 201 & 202 Parkmed Centre,
Address Line 2	64 Mandela Street
Farm Registration District	
Suburb	Emalahleni
City	Emalahleni
Province	Mpumalanga
Building Or Structure	Building
Roof Construction	Corrugated Iron
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 9: Kimberley, Northern Cape (NC Provincial Office)

Address Line 1	Monridge Office Park,
Address Line 2	2 Kekewich Drive
Farm Registration District	Sol Plaatje Local W&RSETA
Suburb	Monument Heights
City	Kimberly
Province	Northern Cape
Building Or Structure	Free Standing Building
Roof Construction	Tiles
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 10: Rustenburg, Northwest (NW Provincial Office)

Address Line 1	155a Kruger Street
Address Line 2	
Farm Registration District	Bojanala Platinum District W&RSETA
Suburb	Rustenburg
City	Rustenburg
Province	North West
Building Or Structure	Building
Roof Construction	Tiles
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

Premises 11: Bellville, Cape Town (WC Provincial Office)

Address Line 1	Building 5, 4th Floor, Tyger Valley Chambers
Address Line 2	27 Willie Van Schoor Avenue
Farm Registration District	City of Cape Town
Suburb	Bellville
City	Cape Town
Province	Western Cape
Building Or Structure	Building
Roof Construction	Tiles
Wall Construction	Brick and Mortar
Occupied As	Administrative Services

NB: Please refer to the excel document for the TVET colleges addresses.

7. PRICING STRUCTURE

The contract has two (2) costs involved on the different types of printers. It is the monthly lease cost and the Cost per Copy. The monthly lease cost comprises of the supply, delivery, installation and capacitation and the Cost per Copy encompasses maintenance. The “copy charge” is for full coverage of on-site maintenance on a nation-wide basis. The maintenance of all equipment shall include:

- ✓ Toner or ink;
- ✓ All service calls, repairs and replacement of all defective parts;
- ✓ All spare parts and all other consumables, including rollers, fuser units, developer and drums excluding staples.

The is for maintenance period of thirty-six (36) months will be effective from the date of capacitation including the additional proportionate twenty-four (24) months where applicable.

NB: All prices must be VAT inclusive.

8. EVALUATION PROCESS

Please refer to the excel spreadsheet provided for the detailed evaluation criteria for the following:

1. Administrative Compliance Evaluation
2. Technical Evaluation: Multifunctional Printers. Proposals will first be evaluated for functionality as follows:

The total score received for each proposal will be converted to a percentage score for functionality using the formula:

$$Pf = (So/Ms) \times AP$$

Where:

Pf is the percentage scored for functionality by bid under consideration

So is the total score of the bid in question

AP is the percentage allocated for functionality

Ms is the maximum possible score.

Note:

- (a) Compliance requirements are a critical Administrative Compliant Evaluation phase, failure to submit the bid documentation in the required format with stipulated information will render bid non-responsive and will therefore not qualify for Technical Evaluation.
- (b) Bidders must achieve a score of 80% on the technical requirements to proceed to the next phase of evaluation. Bidders who receive less than 80% will not be evaluated further. If no bidder achieves the 80% technical evaluation threshold then the bid will be cancelled and readvertised.
- (c) If required, the shortlisted Bidders may be invited to present their proposals to the W&RSETA.
- (d) The W&RSETA reserves the right to award or not award this service to the successful bidder.