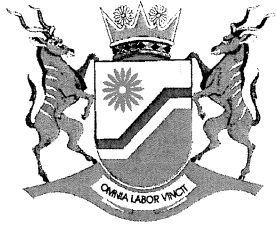


MPUMALANGA PROVINCIAL GOVERNMENT



MPUMALANGA PROVINCIAL TREASURY

BID NUMBER: TREA/006/23/MP

**APPOINTMENT OF A SERVICE PROVIDER TO
PROVIDE DESIGN, LAYOUT AND PRINTING
SERVICES TO THE MPUMALANGA PROVINCIAL
TREASURY FOR A PERIOD OF 24 MONTHS**

ISSUED BY:

The Mpumalanga Provincial Treasury
Private Bag X11205
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 MPUMALANGA PROVINCIAL TREASURY					
BID NUMBER:	TREA/006/23/MP	CLOSING DATE:	03 AUGUST 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE DESIGN, LAYOUT AND PRINTING SERVICES TO THE MPUMALANGA PROVINCIAL TREASURY FOR A PERIOD OF 24 MONTHS				
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 EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 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.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. TC Cele		CONTACT PERSON	Mr. LA Jonas	
TELEPHONE NUMBER	013 766 4119		TELEPHONE NUMBER	013 766 4323	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	celetc@mpg.gov.za		E-MAIL ADDRESS	lajonas@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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ 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:



provincial treasury
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

**Design, layout and printing
services for the Provincial
Treasury for a period of twenty
four (24) months**



DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY

SECTION A – GENERAL SPECIFICATION INFORMATION

1. Background information

The Mpumalanga Provincial Treasury is responsible for enhancing fiscal discipline, accountability and effective governance in Provincial Departments, public entities and municipalities.

The Department has a Communication unit which is responsible for producing, publishing and distributing public reports and various publications annually. These reports and publications must conform to guidelines as issued from time to time by different statutory bodies and legislature.

The Mpumalanga Provincial Treasury seeks to appoint a reputable service provider (s) with a solid track record, to **design, edit, produce and print Departmental reports, documents and related items** for a period of twenty four months.

These Departmental documents and related items include, amongst others:

- 1.1 Annual Report (180 pages excluding cover),
- 1.2 Strategic Plan (60 pages excluding cover)
- 1.3 Annual Performance Plan (90 pages excluding cover)
- 1.4 Annual Operational Plan (80 pages excluding cover)
- 1.5 Consolidated Annual Financial Statements for Departments and Public Entities (100 pages excluding cover)
- 1.6 Annual Revenue Report (50 pages excluding cover)
- 1.7 Estimates of the Provincial Revenue and Expenditure (490 pages excluding cover)
- 1.8 Adjusted Estimates of the Provincial Revenue and Expenditure (180 pages excluding cover)
- 1.9 Posters
- 1.10 Folders
- 1.11 Calendars (Desk pad with 12 different sheets), and
- 1.12 Other related items

The deadlines are normally tight, as the successful service provider will have to generate a copy, edit, design and typeset the edited copy. Further to this, the successful service provider will have to secure approvals on both edited copy and design to produce a printed and bound publication according to the specification within a timeline determined by the MPT.

The design, layout and pictorial illustrations must be aligned with the corporate identity manual of the province/department.

2. Scope of Work

2.1 The service provider will be required to deliver on the following:

- **Design and Layout** of the documents, taking into account the specified theme and the provincial corporate identity guidelines. Bidders must factor in eight (8) drafts and one (1) final document as requested.
- **Editing and proof-reading** of the content to ensure consistency of language style and appropriate use of language.

DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY

- **Printer's proof** – Ten (10) copies of the printer's proof must be provided before the final production of documents.
- **Production, Printing and Packaging** – including use of a specified paper; managing the printing process; the formatting and packaging of the documents for electronic delivery.

2.2 Content

Content will be supplied by the MPT. The successful bidder will be expected to thoroughly edit all the content provided. MPT will be responsible for the final sign-off of the document. A hard copy (10 printers' proof) and soft copy will be provided to the MPT for final approval.

2.3 Design and Typesetting

Design and typesetting will be done on edited and approved text, with at least three (3) alternative designs to be forwarded to MPT.

- Format of the documents will be dependent on the nature of the document (e.g. A3, A4, A5, etc.)
- Extent – 2 cover pages and number of pages will be determined by the size of each document to be printed.
- Illustrative images to be provided by the bidder and MPT.
- Logo/s will be supplied by the MPT.

2.4 Paper, Printing and Binding

The specifications for the paper, printing and binding of the annual documents are the following:

Description	Content Specification
Cover	Four (4) pages 350gsm /Embossed/Foiled/UV-varnish
Inside Paper & text	135gsm /150gsm/170gsm Matt/HI –Q Gloss/
Binding	Pur bind/Perfect bind/Saddle stitched or sewn binding
Colour	Full colour throughout
Printed Quantity	Number of quantity to be determined by the Department.
Soft Copy Flash Disk	Number of quantity to be determined by the Department.
Paper Size	A4
Poster	e.g A1, A2, and A3
Folders	A3 folded into A4

2.4.1 The bidder must ensure that printing is done as per the following:

Cover:

Printed in full colour throughout on 350gsm or 250gsm Matt Paper + Machine/UV varnish both sides /Foiled/ Embossed/ HI-Q Gloss or 250gsm

Text:

Printed in full colour throughout on 170gsm or 135gsm or 150gsm Gloss Paper

Binding: Pur bind/Perfect bind/Saddle-stitched or sewn binding

Paper Size (the dept will determine the final paper size).

DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY

2.4.2 Delivery of Printed Documents

The printed and bound documents to be delivered to the MPT Nokuthula Simelane Building, Government Complex, Riverside, Mbombela.

2.4.3 Project Timelines

The bidder will be expected to work closely with the officials within the MPT to ensure delivery according to the brief and agreed timelines.

SECTION B – BIDDING PROCESS IN TERMS OF PPPFA

3. Preference Points in terms of PPPFA:

3.1 Legislative and Regulatory Framework

This bid and all contracts emanating from there will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act. No.1 of 1999). The Special Conditions of Contract are supplementary to those of the General Conditions of Contract. However, where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract supersede.

The contract shall be awarded in terms of Preferential Procurement Regulations of the Preferential Procurement Framework Act, (Act No. 5 of 2000 as amended) and the Regulations of 2011. Responsive bids shall be adjudicated by the MPT on the 80/20 preference point system.

Functionality:

Functionality	100
---------------	-----

Price and equity ownership:

Price	80
Preference points	20

A maximum of 20 points shall be awarded to a bidder(s) in respect of preference points as contemplated in sub-regulation (2) and will be added to the points scored for price as calculated in accordance with sub-regulation (1).

Subject to regulation 7, the contract must be awarded to the bidder who scored the highest total number of points.

Equally, sub-regulation 3, requires that points be awarded to bidder for attaining the B-BBEE status level of contributor in accordance with the table below.

DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY

Preference Points

Description	80/20
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined by BBBEE Act)	10 points
Enterprises that are at least 51% women-owned	6 points
Enterprises that are at least 51% owned by disabled persons	2 points
Enterprises with at least a 51% ownership by Youth	2 points

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

The MPT reserves the right to:

- Request further information from the bidder(s) anytime;
- Verify information and documentation of the respective bidder(s);
- Inspect, prior to the awarding of the contract, the necessary infrastructure for the execution of the contract to the satisfaction of the MPT;
- Award more than one bidder;
- Cancel the bid or not to appoint any bidder(s); and
- Invite short-listed bidder(s) to make a presentation before awarding the bid.

4. Returnable documents

4.1 Compulsory Returnable Documents

Each bid shall comprise of a clearly indexed proposal with the bid documents that comply to the specified conditions/criteria:

Section A	Compulsory Returnable Documents	Attached YES/NO/ N/A
a.	The bid document must be securely bound or filed.	
b.	Invitation to Bid (SBD 1) must be fully completed.	
c.	Fully completed Pricing Schedule-	
d.	Fully completed SBD 4 (Declaration of Interest).	
e.	Fully completed SBD 6.1 (Preference Claim Certificate),	

DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY

Section A	Compulsory Returnable Documents	Attached YES/NO/ N/A
	accompanied by proof for the points claimed for the specific goals.	
f.	A valid Pin Letter from SARS. Failure to submit a Valid Pin Letter your bid proposal will be considered as being non-responsive, be invalidated or disqualified. Tax status must remain compliant for the duration of the bid validity period.	
g.	Proof of VAT registration if the bidder is VAT registered.	
h.	Copies of CIPRO/ CICPC Company registration documents/ share certificates indicating each director's percentage shareholding.	
i.	A certified copy of an agreement and a resolution by each party if the bidders are in a joint venture/consortium/partnership. If the bidder is not in a joint venture/consortium/partnership, this section (m) is not compulsory.	
j.	Certified copies of identity documents/valid passports and work permits of all the directors of the company. The date on the certified copies must not be older than three(3) months as at the closing date of the bid.	
k.	A copy of Central Supplier Database (CSD) printout report.	

N.B. BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY REQUIREMENTS ABOVE WILL BE DISQUALIFIED.

5. Supporting Returnable Documents

Section	7.2.2 Supporting Returnable Documents	Attached YES/NO
	Copy/ies of documents for the points for specific goals being claimed .	
	Project methodology and an implementation Plan (Work	

DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY

	Plan) A thorough understanding of the objectives and deliverables of this project. Provide a detailed proposal/methodology clearly stating how the bidder plans to coordinate the project from design to printing. Provide an indicative work/project plan with clear deliverables and timeframes.	
	Relevant experience in the printing industry in a form of appointment letters or purchase orders, delivery notes and/or confirmation letters from a relevant institution. (Confirmation letters must bear signatures of the relevant Accounting Officers/Accounting Authorities. Also provide a minimum of two samples of work done.	
	Profile of key personnel staff responsible, particularly Graphic designer and copy editor.	
	Attach an originally stamped letter of good standing indicating the rating of the account from a financial institution (bank) which is registered in terms of the Bank Act (Act. No. 94 of 1990 as amended). A letter without ratings, signature and bank stamp will not be considered. The date on the letter must not be older than three (3) month as at the closing date of the bid.	

NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS WILL LEAD TO NON- AWARDING OF POINTS DURING THE EVALUATION PROCESS.

6. EVALUATION CRITERIA

The evaluation shall be conducted by the Bid Evaluation Committee (BEC) on a basis of Functionality **(100)**, price **(80)** and preference points **(20)**, and the proposal that will best suit the corporate operational requirements of the Mpumalanga Provincial Treasury.

DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY

6.1 Phase I – Functionality Evaluation

Each BEC member shall evaluate the responses received and presentations made against the following criteria:

Criteria For Functionality	Points
Project Methodology and Implementation Plan (Work Plan) A thorough understanding of the objectives and deliverables of this project. Provide a detailed proposal/methodology clearly stating how the bidder plans to coordinate the project from design to printing. Provide an indicative work/project plan with clear deliverables and timeframes.	30
Competence and relevant experience in the printing industry Relevant experience in design, layout, editing, proofreading and printing of a planning and reporting document . The bidder must provide a minimum of two relevant contactable references of similar work done and provide a portfolio of evidence for work done: 0 Year - 11 Months = 5 1 Year - 3 Years = 10 4 Years - 6 Years = 20 7 Years – and above = 30	30
Skills of the key resources to be used for this project The bidder's key personnel of the proposed design team must have relevant qualifications, skills and experience. The proposed team must demonstrate a track record/experience in designing integrated documents. The bidder must submit, as part of its proposal, the following: - Design and Layout Team = 10 - Editing and Proof-reading Team = 10	20
Financial capacity Letter of good standing with ratings from a registered financial institution: A = 20 B = 16 C = 12 D = 8 E = 4 No letter = 0	20
TOTAL	100

The points scored for functionality shall be calculated as follows:

Each BEC member shall award points for each individual criterion on the score sheet. The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria with a minimum threshold of 70 points.

DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY

All bidders who scored the minimum threshold of **70** points or above shall advance to Phase Two of the bidding process. Bids/proposals that do not score specified minimum points for functionality shall be disqualified.

6.2 Phase II- Evaluation in terms of the 80/20 preference points systems

Only qualifying bids from phase 1 shall be evaluated further in terms of the 80/20 preference points system where **80** points will be used for the price only and **20** points preference points. The lowest acceptable bid/proposal shall obtain the maximum percentage allocated for the price. The other bids/proposals with higher prices shall proportionately obtain lower percentages.

The final points to choose the preferred bidder shall be calculated as follows:

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

Where

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer

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

6.3 Phase III- Recommendations

Bidder(s) with the highest points shall then be recommended based on the following overall criteria:

- The needs of MPT and the purpose of the project are understood and met;
- The service provider(s) have experience in design, layout; editing, proof-reading;; packaging, printing and production.
- The service provider(s) has/have proven knowledge and skill to manage a large-scale project, i.e. at least on Corel Draw / InDesign, Excel, MS Word, Access and financial management;
- The service provider(s) has/have sufficient capacity i.e. financial viability; effective, efficient and reliable; and
- The service provider(s) has/have the overall capacity to provide a service that is characterised by quality, accuracy, economy, productivity and speed.

Name of Bidder : _____

Signature of Bidder : _____

Date : _____

**DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24)
MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY**

SECTION C: SPECIAL CONDITIONS

7. Bid Policies, Regulations, Terms and Conditions

The MPT reserves the right to:

- 7.1 Appoint or not to appoint any service provider(s);
- 7.2 Suspend the contract if the successful bidder(s) does not comply with any stipulations contained in the contract;
- 7.3 To inspect the operation or any part thereof during the evaluation phase of the bid;
- 7.4 To cancel the bid or not to appoint any bidder(s);
- 7.5 To invite shortlisted bidders to make presentations;
- 7.6 The MPT reserves the right not to accept the lowest bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is technically acceptable and/or financially advantageous to the MPT.
- 7.7 The MPT reserves the right to give preference to an empowerment company and /or may elect to award this bid on condition that a joint venture with an empowerment company is formed. The implications of such an arrangement will be subject to negotiations between the MPT and the successful bidder.
- 7.8 The MPT reserves the right to award this bid as a whole or in part without furnishing reasons.
- 7.9 The MPT reserves the right to extend the scope of work relating to this tender to include any of its Subsidiaries if required. The implications of such scope changes will be subject to negotiations between the MPT and the successful bidder.
- 7.10 The MPT reserves the right to conduct site visits at the bidder's corporate offices and / or at client sites if so required.

8. Tender Document

Only tenders that include South African products will be considered. This bid may not be awarded to a supplier not registered as a prospective supplier on the Central Supplier Database administered by the National Treasury.

9. Orders

Official orders will be placed during the course of the contract period, as and when required.

10. Pricing

- Tender prices are to **INCLUDE DELIVERY COST BY ROAD TO THE RELEVANT DEPARTMENTAL OFFICES**. The delivery price of items must include all delivery costs, such as packing and off-loading.
- Bidders are only allowed to bid for the items specified under the ***Scope of Work***.
- Prices must be fixed for the duration of the contract.

11. Pricing Structure

In order to facilitate the evaluation of bids and the administration of the contract it is required that prices quoted be firm of the duration of the contract period and must be furnished on the basis of "delivery to the Departmental offices".

**DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24)
MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY**

12. Authorisation Declaration

The Department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the Department will exercise any of the remedies available to it.

Should the bidder decide to involve a third party, the bidder must ensure that all financial and supply arrangements for goods and services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the Department.

13. Value-Added Tax

All bid prices must be inclusive of **15%** Value-Added Tax (VAT).

All bidders will be verified for tax compliance status on the Central Supplier Database (CSD). Failure to validate the tax clearance certificate in CSD may invalidate the Bid. (The bidder must ensure that the tax status with SARS remains compliant for the duration of the bid validity period).

14. Late submission of Bids

Bids received after the closing date and time at the address indicated in the bid documents will not be accepted for consideration.

15. Counter Conditions

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders may result in the invalidation of such bids. Bidders must understand and accept in full the contents of the special conditions contained in these bid documents and are required to sign and accept these conditions.

16. Fronting

The Department supports the spirit of Broad-Based Black Economic Empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the Department condemns any form of fronting.

The Department, in ensuring that bidders conduct themselves in an honest manner, will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the presentation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.

Failure to do so within a period of **(14)** days from the date of the notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor from conducting business with the public sector for a period not exceeding **ten (10)** years, in addition to any other remedies the Department may have against the bidder/contractor concerned.

**DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24)
MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY**

17. Supplier Due Diligence

The Department reserves the right to conduct supplier due diligence prior to the final award of the contract and may include site visits.

18. Communication

The Department may communicate with bidder/s where clarity is sought after the closing of the bid and prior to the award of the contract to obtain information or to extend the validity period of the bid.

Any communication either by telephone, facsimile, letter or electronic mail or any other form of correspondence to any government official or representative of a testing institution or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid is discouraged.

All communication between the bidder and the Department must be done in writing.

19. Local Production and Content

The MPT promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. MPT reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by Treasury Authorities in an effort to stimulate local production and content.

20. Declaration of interest

19.1 Bidders are required to declare interest in the SBD4 form if they or any person connected with the bidder (relatives//spouse/business/partners/shareholders) are presently employed by the state.

19.2 Failure to declare as per 19.1 above may result in the transgressing company being restricted for a 10-year period from doing business with State Institutions.

**BIDDER/DESIGNATED PERSON
SIGNATURE**

DATE

**DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24)
MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY**

SECTION D – PRICING SCHEDULE

21. Prospective bidders must tender on **ALL ITEMS** on the item list:

20.1 Costing Model

Activity/ Deliverable	Cost per page (VAT inclusive)	Fixed Price Year 1	Fixed Price Year 2
Design and Layout			
Editing and Proof reading			
Cover: A4			
UV Varnish 350gms			
Embossed 350gsm			
UV Varnish 250 gsm			
Embossed 250 gsm			
Inside Page: A4			
Matt 170gsm			
HI – Q Gloss 135 gsm			
HI - Q Gloss 150gsm			
Binding:			
Pur bind			
Perfect bind			
Saddle stitched or sewn binding			
Flash Disk			
Sub-Total			
TOTAL BID PRICE			

20.2 Costing Model

Activity/ Deliverable	Cost per page (VAT inclusive)	Fixed Price Year 1	Fixed Price Year 2
DESK PAD Design, layout and printing of desk pad calendar with 12 different sheets and backing			

DESIGN, LAYOUT AND PRINTING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE MPUMALANGA PROVINCIAL TREASURY

board. Finishing padded at head with backing board and PVC corners affixed to bottom			
Sub-Total			
TOTAL BID PRICE			

20.3 Costing Model

Activity/ Deliverable	Cost per page (VAT inclusive)	Fixed Price Year 1	Fixed Price Year 2
A2			
A1			
Sub-Total			
TOTAL BID PRICE			

20.4 Costing Model

Activity/ Deliverable	Cost per folder (VAT inclusive)	Fixed Price Year 1	Fixed Price Year 2
A3 folded into A4, 350 gsm matt; 5mm spine, Full colour Print			
Sub-Total			
TOTAL BID PRICE			

NB: COST SHOULD FACTOR-IN THE DELIVERY COSTS AND EIGHT (8) DRAFT DOCUMENTS AND ALL OTHER COSTS ATTRIBUTABLE TO THE PROVISION OF THE SERVICE

Bidder Name : _____

Bidder Signature : _____

Date : _____

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

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
Telephone no	Fax no	
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no	Income Tax ref no	
Telephone no	Fax no	
E-mail address		
Physical address		

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

Audit

Are you currently aware of any Audit investigation against you/the company?

YES

NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of ☐ Tenders or ☐ Goodstanding.

I hereby authorise and instruct

to apply to and receive from

SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of
representative/
agent**Declaration**

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

Signature of applicant/Public Officer

Date

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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) 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 either of a tenderer, 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.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined by BBEE Act)– **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Enterprises that are at least 51% women-owned - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Enterprises that are at least 51% owned by disabled persons – **attach doctor's letter confirming the disability**
 - Enterprises with at least a 51% ownership by Youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

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:

80/20	or	90/10
-------	----	-------

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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:

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

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 (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined by BBBEE Act)	10 points		
II. Enterprises that are at least 51% women-owned	6 points		
III. Enterprises that are at least 51% owned by disabled persons	2 points		
IV. Enterprises with at least a 51% ownership by Youth	2 points		

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:	
	
	
	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.