



Province of the
EASTERN CAPE

COMMUNITY SAFETY

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TERMS OF REFERENCE

RENDERING OF PRINTING SERVICE AND SPECIFIC PROMOTIONAL ITEMS FOR THE EASTERN CAPE DEPARTMENT OF COMMUNITY SAFETY OVER A PERIOD OF THREE (3) YEARS: SCMU15-23/24-004

(RE-ADVERTISEMENT)

NAME OF BIDDER:

CLOSING DATE: 27/10/2023

CLOSING TIME: 11:00

Issued by:

**Supply Chain Management Unit
Department of Community Safety
Corner Independence Avenue and Circular Drive
Bhisho
5601**

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INVITATION TO BID

The Department of Community Safety seeks services of a suitable, experienced and capable service provider to render printing service and specific promotional items over a period of three (3) years. Interested bidders must meet the following minimum requirements:

- The bidding entity and the person heading the printing operations must have been involved in printing industry for a minimum period of three (3) years.
- Each bidder must have rendered printing service project(s) to a total minimum value of R100 000.00 as proof of financial strength.
- Must provide a minimum of three (3) reference letters from satisfied previous clients that have been serviced in the past five years. The reference letter must be on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and must have been signed preferably by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Managers. The reference letter must be accompanied by the official purchase order from the relevant government institution related to the reference letter(s).
- Must provide municipal account as proof of existing functional business unit (Head office/ branch office) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas (suppliers are cautioned to avoid substituting lease rentals and accompanying payments by pretending to be residing in rural areas as that will later be verified with relevant authorities).
- The bidder's printing facility must be within 80 kilometer radius from Bisho due to high demand on quality of the work and closer inspection of the work before printing (with possibility of editing and proof reading which shall be done on site and within very tight time frames). **Bidders with offices in the Eastern Cape that are outside the required 80 km radius must provide a plan on how they intend to establish offices within 30 days from the date of appointment in line with the required radius.**
- Bidders must supply quotes for all items listed in the pricing schedule to ease the evaluation of received bids

Bid documents will be available from Supply Chain Management Unit from **06/10/2023**

All enquiries pertaining to this bid must be reduced in writing from **06 October 2023** until **25 October 2023** in order to afford the department sufficient time to respond.

A bidder must obtain at least 42 of the 60 points (i.e. 70%) allocated for functionality and must obtain the minimum acceptable points on each criterion to be eligible for further consideration. Points will be awarded based on Price and claimed specific goals points only.

Completed Bid documents, enclosed in sealed envelopes, must be deposited into the Bid Box at the Department of Community Safety, Bisho on or before **27/10/2023**, clearly marked: **"Rendering of Printing Service and Specific Promotional Items over a period of three (3) years – SCMU15- 23-/24-004**

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- (a) The Department's Supply Chain Management Policy will apply
- (b) The Department does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid
- (c) Bids which are late, or submitted by facsimile or electronically, will not be accepted and will render the bid non-responsive
- (d) Bids submitted will remain valid for a period of 90 days
- (e) The supporting documents must remain intact
- (f) Declaration pages must be fully completed and signed
- (g) The Department of Community Safety shall not do business with any person who is in the service of the state.
- (h) The information obtained from bidders will be used solely to evaluate the bids and shall be handled in compliance with the Protection of Personal Information Act (POPIA) of 2013.

Please refer all SCM enquiries to Mr. A. Mpeta at **064 546 3872** (email) awonke.mpeta@safetyec.gov.za and technical enquiries to Mr. M. Msebi at **079 255 7141** (email) michael.msebi@safetyec.gov.za during normal office hours viz. 08:00 – 16:30.

Mr V.W. Mapolisa
Head of Department

TERMS OF REFERENCE

1. PURPOSE

The Department of Community Safety requires the services of a printing service provider to print statutory, ad hoc publications and specific promotional material for a period of three (3) years.

2. BACKGROUND

The department, in realising its legislative mandate is required to produce various strategic documents in large volumes for distribution to different stakeholders. In the same context, the nature of printing services requires attention to detail with regard to specifications on quality to realise professional standards and maintain uniformity and consistency of correct brand application.

3. GOALS AND OBJECTIVES

- To procure the services of a reputable, professional and reliable service provider for the afore-mentioned services for a period of three (3) years
- To uphold the standards and quality of printed material in line with the departmental corporate brand
- To meet stringent and tight deadlines on services required

4. SCOPE OF WORK

Layout, design, printing and delivery of departmental documents and promotional material.
Supply 2 x CDs for the printed documents, in Microsoft Word and PDF.

5. DELIVERABLES

The department requirement for printing services covers the following:

Table A (Strategic documents)

ITEM NO.	ITEM	DESCRIPTION	QUANTITY
1	A4 SIZE DOCUMENT	<ul style="list-style-type: none">• Cover to be printed in full colour single sided on 250gsm coated gloss (single laminated- outside cover)• Artwork (Design and Layout).	per 100 pages
2	A4 SIZE DOCUMENT	<ul style="list-style-type: none">• Inside pages printed in full colour, double sided on coated 115 grams matt• Perfect bound• Artwork (Design and Layout).	per 100 pages
3	A4 SIZE DOCUMENT	<ul style="list-style-type: none">• Cover to be printed in full colour single sided on 250gsm coated gloss (single laminated- outside cover)• Artwork (Design and Layout)	per 100 pages

4	A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Inside pages printed in full colour, double sided on coated 115 grams matt • Saddle stitched. • Artwork (Design and Layout) 	per 100 pages
5	• A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Cover to be printed in full colour single sided on 250gsm coated gloss (single laminated- outside cover). • Artwork (Design and Layout) 	per 100 pages
6	• A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Inside pages printed in black & white, double sided on coated 115 grams matt • Perfect bound. • Artwork (Design and Layout) 	per 100 pages
7	• A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Cover to be printed in full colour single sided on 250gsm coated gloss (single laminated- outside cover). • Artwork (Design and Layout) 	per 100 pages
8	• A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Inside pages printed in black & white, double sided on coated 115 grams matt • Saddle stitched • Artwork (Design and Layout) 	per 100 pages
9	• A5 SIZE DOCUMENT	<ul style="list-style-type: none"> • Inside pages printed in full colour, double sided on coated 115 grams matt • Perfect bound • Artwork(Design and Layout) 	per 100 pages
10	A5 SIZE DOCUMENT	<ul style="list-style-type: none"> • Cover to be printed in full colour single sided on 250gsm coated gloss (single laminated- outside cover). • Artwork (Design and Layout) 	per 100 pages

Table B (Promotional Materials)

ITEM NO.	ITEM	DESCRIPTION	QUANTITY
1	Leaflets	<ul style="list-style-type: none"> • A4, Z fold. • Full colour double-sided on coated 115 grams Matt. • Artwork (Design and Layout) 	per 100
2	Business cards	<ul style="list-style-type: none"> • 90mm x 50mm Branded • Full colour double-sided on Nevia Gloss 300gsm. • Artwork (Design and Layout) 	per 100
3	Cards (Christmas, other)	<ul style="list-style-type: none"> • 210mm x 200mm, folded to 210mm x 100mm Branded (including matching envelopes) • Full colour double sided on Nevia Gloss 250gsm. • Artwork (Design and Layout) 	per 100
4	Certificates	<ul style="list-style-type: none"> • A4 • Full colour single-sided • Print double sided on Nevia Gloss 300gsm. • Artwork(Design and Layout) 	per 100
5	Branded tent calendar	<ul style="list-style-type: none"> • 210mm x 300mm, folded to triangle • Full colour single-sided • Printed double sided on Nevia Gloss 300gsm. • Artwork (Design and Layout) 	per 100
6	Branded Desk	<ul style="list-style-type: none"> • A2 	per 100

ITEM NO.	ITEM	DESCRIPTION	QUANTITY
	calendar	<ul style="list-style-type: none"> • Full colour single-sided • Printed single-sided on 80gsm • Padded at top with backing board. • Artwork (Design and Layout) 	
7	A4 Diaries	<ul style="list-style-type: none"> • A4 page a day diary • Gold foiled logo • Personalized. • Artwork (Design and Layout) 	per 100
8	A5 Diaries	<ul style="list-style-type: none"> • A5 page a day diary • Gold foiled logo • Personalized • Artwork(Design and Layout) 	per 100
9	Posters	<ul style="list-style-type: none"> • A2 • Full colour, single-sided on 170gsm gloss art. • Artwork (Design and Layout) 	per 100
10	Pull-up banner with bag	<ul style="list-style-type: none"> • Pull-up banner(PVC) • Full colour, single-sided • 2200mm x 850mm • Artwork (Design and Layout) 	per nit
11	Wall Banner with bag	<ul style="list-style-type: none"> • Wall banner(PVC) • Full colour, single-sided • 3m x 2.25m • Artwork (Design and Layout) 	per unit
		<ul style="list-style-type: none"> • Wall banners • 2,5m x 2,5m • Artwork (Design and Layout) 	Each
12	Branded gift bags with handles	<ul style="list-style-type: none"> • 230mm x 300mm • White vinyl stickers applied to both sides. • Artwork (Design and Layout) 	per 100
13	Branded folders	<ul style="list-style-type: none"> • Full colour single-sided • A3 folded to A4 with raised flap inserted on inside • Print double sided on 250gsm coated gloss. • Artwork (Design and Layout) 	per 100
14	Corporate Identity Manual/ branding manual	<ul style="list-style-type: none"> • A4 size • Cover to be printed in full colour single sided on 250gsm coated gloss (nervia / matt). • Inside pages printed single sided 115 grams matt • Artwork (Design, layout and print) 	per page
15	News letters	<ul style="list-style-type: none"> • A3 folded to A4, gloss • 12 pages • Cover-250gsm • Inside- 115gsm • Artwork (Design and Layout) 	per 100
		<ul style="list-style-type: none"> • A3 folded to A4, gloss • 12 pages • 130gsm for both the cover and the inside • Artwork (Design and Layout) 	per 100
		<ul style="list-style-type: none"> • A3 folded to A4, gloss • 16 pages 	Per 100

ITEM NO.	ITEM	DESCRIPTION	QUANTITY
		<ul style="list-style-type: none"> • Cover-250gsm • Inside- 115gsm • Artwork (Design and Layout) 	
		<ul style="list-style-type: none"> • A3 folded to A4, gloss • 16 pages • 130gsm for both the cover and the inside • Artwork (Design and Layout) 	Per 100

The successful bidder will be responsible for graphic design, alignment of tables, standardization of printing formats in the appropriate paper size with regards to the documents contained in Table A and B which will be procured throughout the duration of the contract.

6. CONFIDENTIALITY & LOGISTICAL INFORMATION

The documents contained in Table A are critical and therefore must be kept confidential until publicized by the Department of Community Safety. The lead-time between the submission of the document for printing and the delivery of the printed documents, without compromising the quality will be a key consideration. The bidders may be required to make a specific presentation on how their printing systems are compatible with various technical languages (e.g. macros and visual basic technologies).

- The Department of Community Safety's Head Office is located in Bhisho and the high demand on quality of the work will require closer inspection of the work (with possibility of editing and proof reading having to be done on site and within very tight time frames). **Given these conditions it is required that the printing facilities of the service provider be within 80 kilometer radius from Bhisho. Bidders with offices in the Eastern Cape that are outside the required 80 km radius must provide a plan on how they intend to establish offices within 30 days from the date of appointment in line with the required radius. Bidders that do not meet this requirement will not be considered.**

7. ACCOUNTABILITY AND COMMUNICATION

The Accounting Officer is responsible for ensuring the value for money is achieved and the Department of Community Safety reserves the right to cancel the contract if the service provider does not meet the set standard.

8. CONTRIBUTION BY THE DEPARTMENT

- Provide the information that needs to be printed to the successful bidder in an electronic format.
- The department will ensure that all information required by the successful bidder will be communicated in sufficient time.

9. EXPECTED OUTPUTS AND OUTCOMES

The output is the written contract with competent bidder for the procurement of printing services. A formal contract will be entered into between the Department and the service provider after negotiations have taken place between the recommended bidder and the department and following the approval of the award process.

The key outcome is the rendering of the most efficient and effective printing service for the Department.

10. DURATION OF THE SERVICE

The successful service provider/s shall render the required service/s over a period of three (3) years.

11. VALIDITY PERIOD

All bids submitted will be valid for a period of 90 days after the closing date.

12. PRICING

- See **Annexure A** for pricing schedule which will be used as a guide in price evaluation process.
- Prices must be quoted in South African currency and must be **INCLUSIVE OF VAT**.

13. BILLING / PAYMENT METHOD

- All payments will be made on confirmation of services rendered and submission of a valid tax invoice
- The invoices should include the departmental provided order number
- No copies or emailed invoices will be processed.
- The service provider must supply the department with a monthly statement
- The invoice together with supporting documents must be issued to the department when billing

The invoices are to contain the following minimum basic information and additional specific information relating to the indicated service provided:

13.1 BASIC INFORMATION

- Invoice number and date
- Service Provider's name, address, office of issue and consultant's name
- Banking details

- Order number (A copy must accompany the invoice)
- Total amount of the invoice (Inclusive of VAT)

14. CATEGORIES OF SERVICES

In terms of the list of printing services it must be understood work will be awarded based on two categories:

- **Table A:** This is major printing works which includes the annual report, annual operating plans, etc. The publication of these documents normally has a time consuming and complex process of compiling the documents. This category of printing is deadline driven with the deadlines normally known well in advance. However, challenges are normally experienced leading up to finalising the content. It is therefore quite common that the final documents will be received close to deadlines. The value of these printing projects is normally more than R30 000.00 but it is possible that the smaller strategic important print runs will be required.
- **Table B:** This relates to procurement of promotional material normally done in smaller quantities. These items will be procured as and when required.

15. PERFORMANCE & QUALITY MANAGEMENT

In the event of a service provider failing to meet an agreed deadline a penalty will be applicable of 1 % of the job value per working day or part thereof after the official agreed deadline date and time. Penalties will be limited to a maximum of 10% after which the stipulations relating to disputes and breach in the General Conditions of Contract will be invoked. In terms of quality management, each document printed must be issued with a written guarantee in terms of the quality of binding.

16. BID PRICING STRUCTURE

The bidder must submit together with their bid a financial proposal. The following must be noted regarding the pricing:

Tax

All rates quoted must be VAT inclusive,

Elements of rate cards:

Each rate card will be based on the following rate elements:

- **Per Page Rate:** This is based on the printing one page back to back, the definition of page in this instance is printed pages not pieces of paper, in other words in back to back printing two printed pages will represent one piece of paper.
- **Cover and Binding Rate:** The rate per document for the given binding and finishing type, in instance where a document does not have a cover (i.e. brochures)
- **Total Cost per Unit:** This is based on estimated document size, in this column the “Rate per Page” must be multiplied by the “estimated size of document” and then adding the “Cover and Binding Rate”. Formula: {Per Page Rate x [estimated size of document in printed pages]} + the cover and binding rate}
- **Total Cost of Requirement:** This is the “Total Cost per Unit” multiplied by the “estimated volume of documents to be printed”. Formula: {Total Cost per Unit x [estimated volume of documents to be printed]}

17. MINIMUM REQUIREMENTS

The first stage of evaluation is based on the bid conditions and requirements and any bidder who failed to comply with any of the conditions and minimum requirements stipulated will be disqualified at this stage and not considered further. In the event where bidders are eliminated for minor administrative oversights (Failing to sign a document, providing an uncertified copy etc.) that does not impact the substance of the bid, the department retains the right to request such a document from the bidder during the evaluation process.

The bidder must provide the following as evidence, failure to do so will result in disqualification:

i) Bidders experience in the printing industry and experience of the person heading the printing operation:

- The bidding entity and the person heading the printing operations must have been involved in printing industry for a minimum period of three (3) years. Each bidder is encouraged to provide the CSD report that will be used to confirm the claimed years of existence/company age and must also provide CVs of a person heading the printing service to confirm that the person has a minimum of three (3) years' experience in the printing industry.

ii) References

- Must provide a minimum of three (3) reference letters from satisfied previous clients that have been serviced in the past five years. The reference letter must be on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and value and must have been signed preferably by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Managers. The reference letter must be accompanied by the official purchase order from the relevant government institution related to reference letter(s).

iii) Financial stability/strength:

- Each bidder must have rendered printing service project(s) in the past five years to a total minimum value of R100 000.00 as proof of financial strength. The valid reference letters will be used to confirm bidder's financial strength.

iv) Risk question(s):

- The bidder must provide a contingency plan on how it will operate in the event its facility is shut down due to fire, major power outage or industrial action to ensure business continuity. Signed agreement(s) with relevant partners) must be provided.

v) Locality:

- The bidder must provide municipal account as proof of functional branch/office in the Eastern Cape province (with a bid must provide proof of existing functional business unit (Head office/ branch office) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas (suppliers are cautioned to avoid substituting lease rentals and accompanying payments by pretending to be residing in rural areas as that will later be verified with relevant authorities).
- The bidder's printing facility must be within 80 kilometer radius from Bhisho due to high demand on quality of the work and closer inspection of the work before printing (with possibility of editing and proof reading which shall be done on site and within very tight time frames) **Bidders with offices in the Eastern Cape that are outside the required 80 km radius must provide a plan on how they intend to establish offices within 30 days from the date of appointment in line with the required radius.**

The successful bidder shall have the equipment and maintain the necessary software facility to carry out the required services and infrastructure as utilized in the industry. The department reserves the right to inspect the premises of the recommended bidder.

18. EVALUATION CRITERIA ON FUNCTIONALITY / QUALITY, PRICE AND SPECIFIC GOALS:

The following criteria shall apply:-

- (a) Bids will be evaluated in two stages - functionality and in terms of the 80/20 preference point system
- (b) Bids will be evaluated within the ambit of the Preference Procurement Policy Framework Act No 5 of 2000 and section 38(1) a (iii) of the Public Financial Management Act 1 of 1999 as amended
- (c) A pre-qualifying requirement of **70 %** on functionality taking into account the minimum

acceptable points required on each criterion will apply and bidders who fail to meet these requirement will be disqualified.

(d) 80 points will be allocated for price.

18.1 FUNCTIONALITY EVALUATION

- Bidders score on functionality will not be included in the final points scored but determined to establish functionality abilities;
- After calculation of the points for functionality, the proposal of all bids that obtained the minimum points for functionality will be considered;

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
1. Experience of the person heading the Printing operations. (Name of person heading the Printing department and CV of that person with a minimum of three (3) years' experience in the printing industry)	5 years and more	10	7	10
	3 years but less than 5 years	7		
	Below 3 years	0		
2. Bidders Experience in the Printing Industry (Provide CSD report to confirm claimed years of existence/ company age)	5 years and more	5	3	5
	3 years but less than 5 years	3		
	Below 3 years	0		
3. References (Must provide reference letters from recently satisfied previous clients that have been serviced in the past five years. The reference letter must be on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and values and must have been signed preferably by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Manager. The reference letter must be accompanied by the official purchase order from the relevant government institution.	Provided at least four (4) reference letters under the client's letter head with fixed/mobile contact numbers (i.e. 4 and more)	10	7	10
	Provided three (3) reference letters under the client's letter head with fixed/mobile contact numbers	7		
	Less than three (3) reference letters or no contact details	0		
4. Financial Stability (Each bidder must have rendered printing service in the past five (5) years to the total minimum value of R100 000.00 or more. Reference letter/s in a client's letterhead must be attached as a proof, indicating the total minimum value of R100 000.00 and the nature of service rendered as	Provided valid reference letters accompanied by purchase order(s) for printing service project(s) valued above R100 000.00.	15	11	15
	Provided valid reference letters accompanied by purchase order(s) for	11		

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
proof of financial strength/ stability.).	printing service project(s) equal to R100 000.00.			
	Provided valid reference letters accompanied by purchase order(s) for printing service project(s) valued below R100 000.00.	0		
5. Risk questions Detail your contingency plan should your facility be shut down due to fire, major power outage or industrial action. Full responsive- (alternative place, availability of printing equipment, turn-around time to have business operational, signed by both parties in agreement). Partially responsive- (alternative place, no clear turnaround time/no proof of available printing equipment, signed by both parties in agreement). Non-responsive- (fail to address more than two required factors to validate a contingency plan).	Fully responsive	10	7	10
	Partially	7		
	Non-responsive	0		
6. Locality (The bidder must provide municipal account as proof of existing functional business unit (Head office/ branch office) within the Eastern Cape Province (municipal account must not be older than three months prior the closing date of the bid) or valid lease agreement with proof of three rental payments made in the past three months prior the closing date of the bid. Residential letters from the Traditional Authorities/Municipal Councilors will also be accepted for suppliers residing in rural areas (suppliers are cautioned to avoid substituting lease rentals and accompanying payments by pretending to be residing in rural areas as that will later be verified with relevant authorities). The bidder's printing facility must be	Proof of office located in the Eastern Cape within the radius of 80 kilometers.	10	7	10

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
<p>within 80 kilometer radius from Bhisho due to high demand on quality of the work and closer inspection of the work before printing).</p> <p>Bidders with offices in the Eastern Cape that are outside the required 80 kilometers radius must provide a plan on how they intend to establish offices within 30 days from the date of appointment in line with the required radius.</p>	<p>Proof of office located in the Eastern Cape accompanied by a plan to establish an office within 30 days from the date of appointment in line with the required radius of 80 kilometers.</p>	7		
	<p>No proof of office located in the Eastern Cape/ proof of office located in the Eastern Cape outside radius of 80 kilometers with no plan to establish an office within 30 days from the date of appointment in line with the required radius.</p>	0		
TOTAL			42	60

NB: A Bidder shall have to achieve at least 42 of the 60 points allocated for functionality including obtaining the minimum points on each criterion (i.e. 70%) in order for the bid to be eligible for further consideration.

18.2 Price

The 80/20 preference points system

$$Ps = 80(1 - \frac{Pt - Pmin}{Pmin})$$

Pmin

Where:-

Ps = points scored for price of the bid/proposal under consideration;

Pt = Price of the bid under consideration

Pmin = Price of the lowest priced acceptable bidder

- The final score will be obtained by adding points obtained for price to the preference points. Point score will be rounded to the nearest two (2) decimals

18.3 CALCULATION OF POINTS AWARDED FOR SPECIFIC GOALS

18.3.1 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.

18.3.2 For the purposes of this tender the tenderer will be allocated points based on the goals tabulated below as may be supported by proof/ documentation stated in the conditions of this tender:

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)
Women owned companies	5	
Youth	5	
People with Disabilities	3	
Locality: Eastern Cape Province	5	
Military Veterans	2	

18.4 Claiming of Preference Points

18.4.1 Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the company shareholding.

Bidders must submit CSD summary report with the bid.

18.4.2 Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.

Bidders must submit CSD summary report with the bid.

18.4.3 Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.

Bidders must submit proof in form of medical certificate with the bid. The Medical certificate will only be used for evaluation purposes.

18.4.4 Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of the Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only points agents or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

Bidders must submit proof of the Company's Registered Offices. Proof of rate statement/municipal account, lease agreement with rental payments done in the past three months prior the bid closing date or confirmation of locality from local authority. Bidders must have main office in the Eastern Cape Province.

18.4.5 Preference points allocated for Military Veterans may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.

Bidders must submit with the bid, a proof in terms of confirmation letters from the Department of Military Veterans.

19. BRIEFING SESSION

There shall be no briefing session and all enquiries related to this bid must be reduced in writing from 06 October 2023 until 25 October 2023 in order to afford the department sufficient time to respond.

20. GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of Contract will apply in this bid.

21. SPECIAL CONDITIONS OF THE CONTRACT

- Confidentiality must be maintained at all times;
- The price is to be in South African currency and must include value-added tax, where applicable the Department of Community Safety reserves the right not to accept any of the submitted bids. The lowest, or only bid, will not necessarily be accepted;
- The department reserves the right to appoint one (1) bidder;
- The department will not be liable to reimburse any costs incurred by the service provider during the process of submitting its proposal;
- The department reserves the right to terminate the contract at any time in the event of the service provider entering into liquidation, whether compulsory or voluntary or enter into bankruptcy or defaults on its payments;
- The service provider:
 - Undertakes to act as an independent contractor in respect of the work;
 - Shall not attempt to recruit employees of the department during execution of the contract or any part thereof;
 - Shall exercise all reasonable skills, care and diligence in the execution of the work and shall carry out all its obligations in accordance with professional standards;
 - Shall, in all professional matters, act as a faithful adviser to the department;

 - 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 to be rendered;
 - 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 assignments or any matters arising there from in connection therewith;
 - Shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of the department.
 - The service provider must not be listed in the National Treasury's database of Restricted Suppliers or Register for Tender Defaulters.
- The department undertakes to pay the service provider within (30) days from the date of receipt of the correct invoice;
- The department shall negotiate the final terms and conditions of contract with the successful bidders prior to awarding the contract.
- SARS Pin copies to confirm validity of Tax Clearance Certificate of the bidder or each party in the case of a consortium / Joint Venture must be submitted;
- No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted;
- **All the submitted documents must be completed in full and signed where necessary**
- **SUB-CONTRACTING OF THE AWARDED CONTRACT WILL NOT BE PERMITTED BUT CONSORTIUMS / JOINT VENTURES WILL BE ACCEPTED.**
- Service Providers bidding as a consortium / Joint Venture must attach an agreement signed by all partners and each party thereto must comply with all requirements of the bid.
- Selective bidding will not be entertained and bidders are requested to provide rates on all listed items.

NB: FAILURE TO SUBMIT THE DOCUMENTATION AS PRESCRIBED MAY LEAD TO THE BID BEING CONSIDERED NON-RESPONSIVE AND SUBSEQUENTLY REJECTED / NOT CONSIDERED

22. NON-COMMITMENT

- (a) The Department reserves the right not to appoint a bidder should the bid be inadequate in terms of functionality.
- (b) The Department reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.
- (c) The Department reserves the right not to appoint.

23. CLOSING AND LATE BIDS

The Proposals must be placed in sealed envelopes quoting the relevant Reference No, Description of the Project, relevant Reference No and be submitted by not later than **27/10/2023** in a box situated at the below address.

**Department of Community Safety
Corner Independence Avenue and Circular Drive
Bisho
5605**

BIDS RECEIVED AFTER THE CLOSING TIME WILL NOT BE CONSIDERED.

24. SCREENING AND VETTING

The contracting bidder and its personnel will be subject to the condition that they must be cleared by the appropriate authorities to the level of CONFIDENTIALITY. Obtaining a positive recommendation is the responsibility of the bidder concerned.

ENQUIRIES

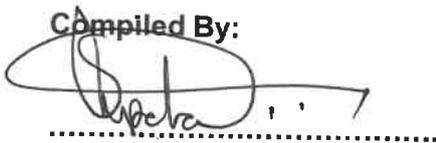
Administrative Enquiries: Mr. A. Mpeta at **079 496 3943**

Email address: awonke.mpeta@safetyec.gov.za

Technical Enquiries: Mr. M Msebi at **079 255 7141**

Email address: michael.msebi@safetyec.gov.za

Compiled By:

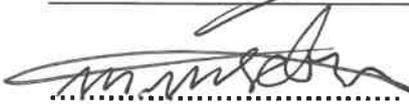


.....
Mr. A Mpeta

Senior Admin Officer- Demand Management

Date: 04/10/2023

End User Certifying the Authenticity of the Specification document



.....
Mr M. Msebi
Deputy Director: Communication and Marketing
Date: 04/10/2023

Recommended/ Not Recommended

.....
Mr K.L Nqini
Chairperson: Bid Specification Committee
Date: _____

Recommended/ Not Recommended



.....
Mr A.S. Makayi
Director: Supply Chain Management
Date: 2023/10/04

Recommended/ Not Recommended



.....
Ms. N. Libala
Chief Financial Officer
Date: _____

Approved/ Not Approved

.....
Mr V.W. Mapolisa
Head of Department
Date: _____

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	11h00
DESCRIPTION					

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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					

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

BID PRICING FORM

For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

Total Price (amount in words):

.....

....., inclusive of VAT

Total Price (amount in figures) R, inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER:

DATE:

PRICING SCHEDULE

TABLE A

	ITEMS	DESCRIPTION	QUANTITY	RATE RATE 1 ST year	RATE 2 nd year	RATE 3 rd year
1	A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Cover to be printed in full colour single sided on 250gsm coated gloss(single laminated-outside cover) • Artwork 	per 100 pages			
2	A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Inside pages printed in full colour, double sided on coated 115 grams matt. • Perfect bound. • Artwork 	per 100 pages			
3	A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Cover to be printed in full colour single sided on 250gsm coated gloss(single laminated-outside cover) • Artwork 	per 100 pages			
4	A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Inside pages printed in full colour, double sided on coated 115 grams matt. • Saddle stitched. • Artwork 	per 100 pages			
5	A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Cover to be printed in full colour single sided on 250gsm coated gloss(single laminated-outside cover) • Artwork 	per 100 pages			
6	A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Inside pages printed in black & white, double sided on coated 115 grams matt. • Perfect bound. • Artwork 	per 100 pages			
7	A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Cover to be printed in full colour single sided on 250gsm coated gloss(single laminated- 	per 100 pages			

		outside cover) • Artwork			
8	A4 SIZE DOCUMENT	<ul style="list-style-type: none"> • Inside pages printed in black & white, double sided on coated 115 grams matt. • Saddle stitched. • Artwork 	per 100 pages		
9	A5 SIZE DOCUMENT	<ul style="list-style-type: none"> • Inside pages printed in full colour, double sided on coated 115 grams matt • Perfect bound. • Artwork 	per 100 pages		
10	A5 SIZE DOCUMENT	<ul style="list-style-type: none"> • Cover to be printed in full colour single sided on 250gsm coated gloss(single laminated-outside cover) • Artwork 	per 100 pages		
		Sub-total			
		Grand Total of Table A (sum of year 1, 2 and 3)			

TABLE B

	ITEM	DESCRIPTION	QUANTITY	RATE 1 st year	RATE 2 nd year	RATE 3 rd year
1	Leaflets	<ul style="list-style-type: none"> • A4, Z fold • Full colour double-sided on coated 115 grams Matt. • Artwork 	per 100			
2	Business cards	<ul style="list-style-type: none"> • 90mm x 50mm Branded • Full colour double-sided on Nevia Gloss 300gsm. • Artwork 	per 100			
3	Cards (Christmas, other)	<ul style="list-style-type: none"> • 210mm x 200mm, folded to 210mm x100mm Branded (including matching envelopes) • Full colour double sided on Nevia Gloss 250gsm. • Artwork 	per 100			
4	Certificates	<ul style="list-style-type: none"> • A4 • Full colour single-sided • Print double sided on Nevia Gloss 300gsm. • Artwork 	per 100			
5	Branded tent calendar	<ul style="list-style-type: none"> • 210mm x 300mm, folded to triangle • Full colour single-sided • Printed double sided on Nevia Gloss 300gsm. • Artwork 	per 100			
6	Branded Desk calendar	<ul style="list-style-type: none"> • A2 • Full colour single-sided • Printed single-sided on 80gsm • Padded at top with backing board. • Artwork 	per 100			
7	A4 Diaries	<ul style="list-style-type: none"> • A4 page a day diary • Gold foiled logo • Personalised. • Artwork 	per 100			
8	A5 Diaries	<ul style="list-style-type: none"> • A5 page a day diary • Gold foiled logo • Personalised. • Artwork 	per 100			
9	Posters	<ul style="list-style-type: none"> • A2 • Full colour, single-sided on 170gsm gloss art. • Artwork 	per 100			
10	Pull-up banner with bag	<ul style="list-style-type: none"> • Pull-up banner • Full colour, single-sided • 2200mm x 850mm. • Artwork 	Per unit			
11	Wall Banner with bag	<ul style="list-style-type: none"> • Wall banner • Fullcolour, single-sided • 3m x 2.25m. 	per unit			

ITEM	DESCRIPTION	QUANTITY	RATE 1 st year	RATE 2 nd year	RATE 3 rd year
	<ul style="list-style-type: none"> Artwork 				
	Wall banners <ul style="list-style-type: none"> Wall banners 2,5m x 2,5m Artwork (Design and Layout) each 	Each			
12	Branded gift bags with handles <ul style="list-style-type: none"> 230mm x 300mm White vinyl stickers applied to both sides. Artwork 	per 100			
13	Branded folders <ul style="list-style-type: none"> Full colour single-sided A3 folded to A4 with raised flap inserted on inside Print double sided on 250gsm coated gloss 	per 100			
14	Corporate Identity Manual <ul style="list-style-type: none"> A4 size Cover to be printed in full colour single sided on 250gsm coated gloss (nervia / matt). Inside pages printed single sided 115 grams matt Artwork (Design, layout and print) 	per page			
15	News letters <ul style="list-style-type: none"> A3 folded to A4, gloss 12 pages Cover-250gsm Inside- 115gsm Artwork (Design and Layout) 	per 100			
		per 100			
		Per 100			
		Per 100			
	Sub-total				
	Grand Total of Table B				
	GRAND TOTAL (GRAND TOTAL OF TABLE A PLUS THAT OF TABLE B)				

SUMMARY TABLE

ITEM NO	ITEM DESCRIPTION	AMOUNT
1.	Table A	
2.	Table B	
GRAND TOTAL		

The **grand total** of Table A and B obtained will be used to evaluate the bid(s). The bid will be awarded on rate basis.

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 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;

I 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.

- 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 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

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.

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or

at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned companies		5		
Youth		5		
People with Disabilities		3		
Locality: Eastern Cape Province		5		
Military Veterans		2		

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:

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURENAME OF FIRM

WITNESSES	
1
2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
Accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

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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 anything 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 as 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.
- 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.

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 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.

10.2 Documents to be submitted by the supplier are specified

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.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any.

- (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, 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.

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 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, 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.
- 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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods,

works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or antidumping 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.

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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the 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.

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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

34. PROHIBITION OF RESTRICTIVE PRACTICES

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by 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 a 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 Commission 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.

