

Schedule of Bid Documents

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SBD1 - INVITATION TO BIDPART A
INVITATION TO BID**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	RFP/26/27/10	CLOSING DATE:	2026/08/28	CLOSING TIME:	11H00
DESCRIPTION	Supply and Delivery of Original OEM Cartridges				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SAPO Supply Chain Management [tender box at gate]					
Cnr James Drive and Moreleta Street					
Silverton					
0184					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Martin Lekhuleni		CONTACT PERSON	Thabang Tseke	
TELEPHONE NUMBER	012-845-2667		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Martin.Lekhuleni@postoffice.co.za		E-MAIL ADDRESS	Thabang.Tseke@postoffice.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE AC-CREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ NO			☐ YES
DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO			☐
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES ☐ NO			☐
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO			☐
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY

MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATA-BASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: _____

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

DATE: _____

SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

☐ YES ☐ NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, in table below.

Full Name	Identify Number	Name of State Institution

3. Bidders' disclosure in respect of independent bidding

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ 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.

¹ 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.

- 3.5 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.
- 3.6 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.
- 3.7 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 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS INFORMATION PROVE TO BE FALSE

_____ Signature	_____ Date
_____ Position	_____ Name of Bidder

Directors

Bidders to submit the list of Directors on the company letterhead as follows:

First Name	Middle Name (where applicable)	Surname	Gender	Race

Shareholders

Bidders to submit the list of Shareholders on the company letterhead as follows:

First Name	Middle Name (where applicable)	Surname	Gender	Race

Share certificates must be submitted

A. SCOPE OF SUPPLY AND SPECIFIC INSTRUCTIONS

1. DESCRIPTION OF SERVICE

Supply and Delivery of Original OEM Cartridges

2. POINT OF DELIVERY OF SERVICES

SA Post Office (SCM)
Cnr James & Moreleta Street
Pretoria
Silverton
0184

3. PRICE BASIS

- 3.1 Bidders shall take into account that the Post Office's total requirements may not be allocated to only one bidder.
- 3.2 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the currency of the relationship.

4. PAYMENT

The Contract Price is the amount, agreed to by both parties during contract negotiation process, which the Post Office shall pay to the Service Provider for the Services rendered in terms of the Agreement. The Contract Price for the Services provided by the Service Provider to the Post Office shall be inclusive of VAT and payable 30 days upon statement date.

5. PROPOSAL DOCUMENTS

- 5.1 Bidders responding to this RFP are deemed to do so, on the basis that they acknowledge and accept all the Terms and Conditions of this RFP.
- 5.2 Proposals must be submitted through the Tender Box. It is the bidder's sole responsibility to ensure that the bid has been submitted and inserted in the tender box received by no later than the **2026/08/28 at 11h00**. Proposals received after the stipulated bid closing date and time will not be considered for bid evaluation purposes.
- 5.3 Any amendments to the proposal documents, whether erasures or by means of correction fluid (e.g. Tippex), must be initialled by the bidder.
- 5.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- 5.5 Pricing schedule must be completed in South African Rands (ZAR). Failure to provide the bid in South African Rands will result in the bid being non-responsive.
- 5.6 Proposals must be compiled in the following manner:
 - 5.6.1 One (1) original proposal (marked 'original') must be submitted in an arch lever file(s).
 - 5.6.2 Loose-leaf (not bound) proposal must be supplied, in the arch lever file(s).
 - 5.6.3 Electronic submission of one(1) **USB**
 - 5.6.4 If the proposal is submitted by a Consortium / JV / Partnership, each company forming part of the Consortium / JV / Partnership must submit consolidated **BBBEE** Certificate for scoring point and proof of Consortium / JV / Partnership.. If a consolidated BBBEE Certificate is not submitted together with the proposal at closing date of the bid, the bidder will not be disqualified but receive zero (0) points for Specific Goals/Preference points. Bidder must submit a valid BBBEE Certificate, an expired BBBEE Certificate will not be acceptable .and must be valid at the bid closing date

- 5.7 Hand delivered proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal:
- 5.7.1 Name of bidder;
 - 5.7.2 Description of proposal;
 - 5.7.3 RFP number;
 - 5.7.4 Closing date and time;
 - 5.7.5 Name of person for whose attention the proposal is intended; and
 - 5.7.6 The name and address of the Bidder must be written on the reverse side of the proposal / envelope.

6. CONSULTATION PRIOR TO SUBMISSION OF A PROPOSAL

Bidders shall consult, **in writing**, with the undernoted Post Office officials should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. The Post Office undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Martin Lekhuleni (Procurement Officer)	South African Post Office Limited Supply Chain Management Cnr. James Drive and Moreleta Street, Silverton, Pretoria.	012-845-2667 Martin.Lekhuleni@postoffice.co.za

7. CLARIFICATIONS

- 7.1 Bidders are encouraged to submit clarification questions in writing to South African Post Office Officials mentioned above not later than **2026/08/17**. No further questions will be entertained after this period.
- 7.2 The SAPO will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- 7.3 Oral communication or instruction by SAPO or its representative shall have no standing in this RFP unless and until they have been confirmed in writing.
- 7.4 SAPO accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this RFP.

8. VALIDITY PERIOD OF PROPOSAL

The period during which the Post Office shall have the right to accept a proposal without any right of withdrawal on the part of the bidder shall be Hundred and Eighty (**180**) days from the date on which proposals are due. After such period a bidder may withdraw his proposal if he has not been notified of its acceptance.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process?

With regard to the validity period of the next highest scoring bidder(s), please refer to clause **10.3.11**

9. COST OF THE BID

Each Bidder shall bear all of its costs (of whatsoever nature) associated with the preparation or submission of its bid and of negotiating with the SAPO regarding a possible contract agreement and any other costs and expenses incurred by the Bidders in connection with or arising out of the competitive procurement process.

10. BIDDING CONDITIONS

- 10.1 The South African Post Office reserves the right to reject and /or disqualify any proposal:
 - 10.1.1 Received without all the data and information requested.
 - 10.1.2 Submitted after the stated submission deadline [closing date]
 - 10.1.3 Which does not conform to instructions and specifications detailed herein;
- 10.2 That fails to comply with the specification.
 - 10.2.1 That contains any information that is found to be incorrect or misleading in anyway.
 - 10.2.2 Such non-compliant bids shall be rejected without further evaluation, provided that SAPO believes, in its own discretion, that the non-compliance is minor then SAPO may continue with the evaluation, or seek clarification thereon or reject the bid.
- 10.3 The South African Post Office reserves the right:
 - 10.3.1 Not to award or cancel this RFP at any time and shall not be bound to accept the highest scoring or any bid.
 - 10.3.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
 - 10.3.3 To accept part of a bid rather than the whole bid.
 - 10.3.4 To split the award of the bid between two or more Bidders.
 - 10.3.5 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders and Reserved Bidders have been notified of their status as such.
 - 10.3.6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the Services bid for, whether before or after adjudication of the bid.
 - 10.3.7 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 10.3.8 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
 - 10.3.9 To award the bid to a Bidder who is not the highest scoring Bidder, provided that an objective criteria was indicated in the evaluation criteria.

- 10.3.10 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- 10.3.11 To award the business to the next highest scoring bidder(price and specific goal), provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.
- 10.4 No attempts may be made, whether directly or indirectly, to canvass any member of SAPO staff before the award of the contract. Any enquiries must be referred, in writing, to the specified person(s).

11. JOINT VENTURES, CONSORTIUMS, PARTNERSHIPS AND TRUSTS

- 11.1 A trust, consortium or joint venture, will qualify for points for their specific goal as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 11.2 A trust, consortium or joint venture will qualify for points for their specific goal as an unincorporated or incorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. If a consolidated BBBEE Certificate is not submitted together with the proposal at closing date of the bid, the bidder will not be disqualified but receive zero (0) points for Specific Goals/Preference points
- 11.3 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SAPO will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 11.4 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

12. SAMPLES (If applicable)

SAPO shall not pay for samples provided and damaged / destroyed samples as a result of destruction testing.

13. CONDITIONS OF PURCHASE

The terms and conditions applicable to any order / contract that may result from this bid will be stated in the main contract between SAPO and appointed service provider.

B. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1 DEFINITION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Confidentiality Agreement, bear the meanings ascribed to them:

- 1.1 “Bidder” shall mean any person who attends the briefing session and/or any entity which is represented at the briefing session whose details and signature are set out in the attendance register;
- 1.2 “Confidentiality Agreement” shall mean this confidentiality Agreement; and
- 1.3 “Post Office” shall mean the South African Post Office, a public company with limited liability duly incorporated in accordance with company laws of the Republic of South Africa with registration number 1991/005477/06.

2 INTRODUCTION

- 2.1 The Bidder has attended a briefing session which is hosted by the Post Office, at which the Post Office shall provide information to Bidders who wish to enter into discussions with the Post Office concerning a number of issues pertaining to the possible provision of services by the Bidder to the Post Office, which discussions may or may not result in the Post Office and the Bidder entering into an agreement, arrangements, discussions or alliances.
- 2.2 During the briefing session and in negotiating the business relations, the Post Office shall disclose confidential information relating to its business to the Bidder.
- 2.3 The Bidder agrees to be bound by the terms and to be subject to the conditions of this Confidentiality Agreement.

3 CONFIDENTIAL INFORMATION

Confidential Information in respect of this Confidentiality Agreement shall include, but not be limited to, all oral, written, printed, photographic and recorded information of all types that is:

- 3.1 Confidential or secret information relating to the commercial and financial activities of the Post Office, which would include legal, financial, contractual or commercial arrangements between the Post Office group of companies, customers and/or third parties;
- 3.2 Confidential information and details concerning current or prospective customers, suppliers, commercial associates and other parties with whom the Post Office enjoys a commercial relationship;
- 3.3 Proposed, impending or actual commercial transactions, arrangements, ventures, agreements or opportunities which are of a confidential or secret nature;
- 3.4 Trade secrets, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names, trademarks, know how, techniques, technology, copyright, and all goodwill relating to the business and any other existing intellectual property rights or any intellectual property created as a result of the provision of services;
- 3.5 Confidential or privileged information concerning disputes, claims, litigation or similar actions in which any party is or may become involved; and
- 3.6 Any other information surrounding the nature of the discussions giving rise to this Confidentiality Agreement.

4 EXCLUDED INFORMATION

There will be no obligation of confidentiality or restriction on the use of information where:

- 4.1 The information is publicly available, or becomes publicly available otherwise than by action of the Bidder;
or
- 4.2 The information was already known to the Bidder (as evidenced by its written records) prior to its receipt under this or any previous confidentiality agreement between the parties or their affiliates; or
- 4.3 The information was received from another party not in breach of an obligation of confidentiality.

5 NON-DISCLOSURE

- 5.1 The Bidder acknowledges that the Confidential Information is a valuable and unique asset proprietary to the Post Office.
- 5.2 The Bidder agrees that it shall not disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Post Office.
- 5.3 The Bidder may disclose the Confidential Information only to its directors and other officers, employees and professional advisors agents and consultants only on a strictly need-to-know basis and on the terms and conditions provided for in this Confidentiality Agreement.
- 5.4 The Bidder undertakes not to use the Confidential Information for any purpose other than:
 - 5.4.1 That for which it is disclosed; and
 - 5.4.2 In accordance with the provisions of this Confidentiality Agreement.
- 5.5 The Bidder undertakes to ensure that their employees will observe and comply with their obligations in respect thereof, whether or not they remain employees of the Bidder.
- 5.6 The Bidder agrees that it shall only, where necessary, disclose the Confidential Information to its professional advisers, agents and consultants, provided that such professional advisers, agents and consultants sign a similar undertaking and that they are aware of the confidential nature of the information being made available to them.
- 5.7 The Bidder shall takes all steps necessary to procure that such professional advisers, agents and consultants agree to abide by the terms of this Confidentiality Agreement to prevent the unauthorized disclosure of the Confidential Information to third parties.

6 OWNERSHIP

- 6.1 All Confidential Information disclosed by the Post Office to the Bidder is acknowledged by the Bidder to be proprietary to the Post Office who shall retain all right, title and interest in and to that information.
- 6.2 The possession of the Confidential Information by the Bidder does not to confer any rights of whatever nature in such Confidential Information to the Bidder.
- 6.3 No provision in this Confidentiality Agreement shall be interpreted to confer any right of license under any trademark, patent or copyright, or any applications for such a trademark, patent or copyright which may be pending now or in the future to the Bidder.

7 STANDARD OF CARE

The Bidder agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Confidentiality Agreement using the same standard of care that it applies to its own proprietary, secret or confidential information, but in any event not less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.

8 RETURN OF CONFIDENTIAL INFORMATION

- 8.1 The Post Office may at any time request the return of the Confidential Information disclosed to the Bidder. Upon the return of the Confidential Information, the Bidder shall submit a written statement to the Post Office confirming that the Bidder has not retained in its possession or under its control, either directly or indirectly, any Confidential Information.
- 8.2 Alternatively to the return of the material contemplated in clause 8.1 above, the Bidder shall, at the request of the Post Office, destroy the Confidential Information and furnish the Post Office with a written statement to the effect that all Confidential Information in the possession or under the control of the Bidder has been destroyed.
- 8.3 The Bidder shall comply with the request in terms of this clause 8 within forty-eight hours of receipt of such a request.

9 BREACH

- 9.1 Any breach of any obligation or undertaking by the Bidder will constitute a material breach of this Confidentiality Agreement.
- 9.2 The Bidder shall be liable to pay the Post Office all costs incurred in the protection of its interests in terms of this Confidentiality Agreement on an attorney and own client scale.
- 9.3 The Bidder acknowledges that the Post Office shall be entitled to apply to court for an interdict or other appropriate relief against the Bidder, should the Post Office have any reasonable basis to believe that the Bidder is or may be in breach of this Confidentiality Agreement and thus endangering the proprietary interests of the Post Office.

10 DURATION

The obligations undertaken by the Bidder in terms of this Confidentiality Agreement shall endure notwithstanding the termination of this Confidentiality Agreement or notwithstanding that either party decides at any time, whether before or after the commencement of this Confidentiality Agreement, not to pursue the discussions to enter into a business relationship or that the relationship between the parties pursuant to those discussions is terminated for any reason whatsoever

11 GENERAL

- 11.1 This Confidentiality Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 11.2 No addition to, variation of, or agreed cancellation of this Confidentiality Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 11.3 No relaxation or indulgence which the Post Office may grant to the Bidder shall constitute a waiver of the rights of the Post Office and shall not preclude the Post Office from exercising any rights which may have arisen in the past or which might arise in future.
- 11.4 The Bidder agrees and confirm by their signature to the RFP Documents that any present and/or previous discussions or correspondence shall, for purposes of this Confidentiality Agreement, be considered to be Confidential Information.
- 11.5 An approval or consent given by a party under this Confidentiality Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Confidentiality Agreement nor shall it be construed as a waiver of any rights under this Confidentiality Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Confidentiality Agreement.

SIGNATURE

NAME OF DELEGATED SIGNATORY

(PRINT) in his capacity of

DESIGNATION OF SIGNATORY

(PRINT) who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY)

DATE

C. CERTIFICATE OF ACQUAINTANCE WITH BID DOCUMENTS

I/We _____ of _____ do hereby certify (Name of Company) that I/we acquainted myself/ourselves with the contents of all the documents listed in the Schedule of Bid Documents, as laid down by The South African Post Office for carrying out of the proposed works.

SIGNED AT _____ on this _____ day of _____ 20_____

SIGNATURE : _____

NAME OF DELEGATED SIGNATORY : _____
(PRINT) in his capacity of

DESIGNATION OF SIGNATORY : _____
(PRINT) who warrants his authority to sign on behalf of the bidding company

D. SPECIFICATION

1. BACKGROUND

South African Post Office (SAPO) has identified OEM Cartridges as one of its high spend for the next six (6) month. The identified consumables are consumed internally. Given the lifecycle of such consumables, they change depending on the printer and machine in use at the time, hence they would not be static but dynamic as and when new machineries are put in place to support operational requirements.

2. OBJECTIVE

To appoint a service provider to Supply and Deliver OEM Cartridges or similar products (cartridges) that meets the functionality requirements, on an as and when required basis for a period of six (6) month with the option to renew for another six (6) month.

3. SCOPE OF WORK

3.1 Conformance to Specification and Lead Time.

The bidder must confirm that the OEM Cartridges or similar products (cartridges) that meets the functionality requirements will be supplied and delivered in accordance with the specified quality, quantities and lead time of within 5 working days from receipt of a Purchase Order from SAPO.

3.2. Bidders Experience

Bidders are required to have a minimum of two (2) year experience terms of supply of original equipment manufacturer (OEM) Cartridges or similar products (cartridges) that meets the functionality requirements within the past three (3) years from bid closing date.

3.3. Packaging requirements

The order number, quantity, catalogue number and product description must be indicated on the packaging label of each Cartridge type delivered to the delivery address indicated in Point 5 of the specification.

3.4. Pricing Requirements

The bidder must complete and provide pricing on ALL cartridge types listed on the Pricing Schedule. Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.

3.5. Delivery Address and Lead Time

The required quantities of the purchase order must be delivered in full to the under - mentioned address within 5 working days upon receiving the Purchase order from SAPO.

South African Post Office
Supply Chain Management
Corner James Drive and Moreleta Street
Silverton
0184

3.6. Due Diligence/Product Testing

SAPO reserves the right to conduct due diligence to verify information submitted with the bidder's bid proposal and may amongst other relate to the following:

- Contacting client references to verify confirmations provided and/evidence to confirm successful supply & delivery of OEM Cartridges or similar products (cartridges) that meets the functionality requirements.
- Product testing, inspections to confirm that only original equipment manufacturer (OEM) Cartridges or similar products (cartridges) that meets the functionality requirements.
- **Note: SAPO will not accept refurbished products (cartridges) and bidders will be disqualified on product testing.**

The bidder will be disqualified should the information submitted with the proposal not be verifiable.

E. EVALUATION CRITERIA

The evaluation of the bidders will be done as follows:

- **Phase 1:** Gatekeeping Criteria
- **Phase 2:** Bid Conditions
- **Phase 3:** Commercial – Price (80) and Specific Goal (20) or Price (90) and Specific Goal (10)
- **Phase 4:** Product Testing/Due diligence

1. Phase 1 Gatekeeping Criteria

The bidder is required to comply with the gatekeeping criteria to be eligible for further evaluation. **Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.**

1.1. Pricing Schedule

The bidder must complete and provide pricing on **ALL** cartridge types listed on the pricing schedule.

2. Phase 2: Bid conditions

The bidders must provide the following documentation with their bid proposals.

Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to re-submit the outstanding bid condition/s document(s) and Failure to resubmit during the evaluation period will result in the disqualification of their bid proposal submitted.

2.1. Commitment Letter - Original Equipment Manufacturer (OEM) Cartridges

Bidders must submit a signed letter on their company letter head confirming that they will supply and deliver Original Equipment Manufacturer (OEM) Cartridges or similar products (cartridges) that meets the functionality requirements in accordance with the specified quality, quantities and lead time of within five (5) working days upon receiving the Purchase order from SAPO.

Annexure BL should be used as a template to be completed by the bidder for purposes of confirming that they will supply and deliver Original Equipment Manufacturer (OEM) Cartridges or similar products (cartridges) that meets the functionality requirements in accordance with the specified quality, quantities and lead time of within five (5) working days upon receiving the Purchase order from SAPO.

2.2. Bidders Experience

Bidders are required to have a minimum of two (2) year experience terms of supply of Original Equipment Manufacturer (OEM) Cartridges or similar products (cartridges) that meets the functionality requirements within the past three (3) years from bid closing date.

Bidders are required to use **Annexure BR** as a template for purposes of completing the client references that will be used to evaluate the bidder's experience where Original Equipment Manufacturer (OEM) Cartridges or similar products (cartridges) that meets the functionality requirements have been supplied within the past three (3) years of bid closing date.

Bidders must submit minimum of **two (2)** client references using the **Annexure BR** template that must be completed by their clients

Note: The template must be completed and signed by the client. SAPO reserves the right to verify the information with the client, and any misleading information submitted by the bidder will result in disqualification from the process.

2.3. Central Supplier Database

Bidders must be registered on the National Treasury Central Supplier Database (CSD). If the bidders are not registered the bidder can register online at the following website www.csd.gov.za to upload mandatory information as required.

Note: That if your CSD indicate that you are government employees SAPO will not be able to conduct a business with your company, your proposal will be disqualified

2.4. SBD Forms

- Bidders must complete and submit SBD1 forms.
- Bidders must complete and submit SBD4 forms

2.5. Tax Compliance Requirements

- SAPO will not do business with a supplier who is not tax compliant.
- A CSD MAAA number provided by the bidder on the SBD1 form will enable SAPO to verify a bidder's tax compliance status.

2.6. Restricted Suppliers

SAPO shall disqualify bidders that are on the National Treasury list of restricted suppliers in all national treasury platform

3. Phase 3: Specific Goals and Commercial Evaluation

3.1. Specific Goals

The specific goal that this project seeks is to appoint service provider/s that are as follows;

- At least $\geq 51\%$ Black owned or more.
- At least $\geq 51\%$ Youth owned.
- At least $\geq 51\%$ Women owned.
- At least $\geq 1\%$ owned by disabled individual

Note: Tenderers who do not submit specific goal requirements with their bid proposal submitted on the specified bid closing date will not be disqualified from the bid evaluation process. Tenderers will not score points out of 20/10 for the specific goals, but zero (0) points will be scored.

3.2. Commercial

The bid will be evaluated as follows;

Price (80) and Specific Goals (20) or (Price (90) and Specific Goals (10))

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Contribution to specific Goals	20/100	Points will be awarded to bidders in accordance to the specific goal table below:
Specific Goal	Points	Required Documents to be submitted for evaluation
Bidding Company is $\geq 51\%$ Black owned or more.	10	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of

		oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% Youth owned	5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% women owned.	3	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥1% owned by disabled person	2	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a DTI BBBEE Certificate (EMEs and QSEs).

OR

Criteria	Weight	Sub-criteria
Total Price	90/100	Benchmark against lowest quote
Contribution to specific Goals	10/100	Points will be awarded to bidders in accordance to the specific goal table below:

Specific Goal	Points	Required Documents to be submitted for evaluation
Bidding Company is ≥ 51% Black owned or more.	5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% Youth owned	2.5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% women owned.	1.5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥1% owned by disabled person	1	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a DTI BBBEE Certificate (EMEs and QSEs).

Phase 4: Due Diligence/Product Testing

SAPO reserves the right to conduct due diligence to verify information submitted with the bidder's bid proposal and may amongst other relate to the following:

- Contacting client references to verify confirmations provided and/evidence to confirm successful supply & delivery of OEM Cartridges or similar products (cartridges) that meets the functionality requirements

- Product testing, inspections to confirm that only original equipment manufacturer (OEM) Cartridges or similar products (cartridges) that meets the functionality requirements were supplied.

Note: SAPO will not accept refurbished products (cartridges) and bidders will be disqualified on product testing.

The bidder will be disqualified should the information submitted with the proposal not be verifiable.

F. PRICING SCHEDULE

NAME OF BIDDER / SUPPLIER.....

Bidders shall:

- a) Bidders shall quote rates that **include** the cost of all labour, equipment, materials and consumables required to execute the service including the delivery cost to the address indicated in the specification.
- b) The bidder must complete and provide pricing on **ALL** cartridge types listed on the pricing schedule.
- c) The bidder must quote rates that include value added tax.

NOTE: The below quantities are estimates it might increase or decrease within the six month period.

Item	Material Number	Description	Unit of Measure	Quantity	Unit Cost (Excl VAT)	Total Cost (Excl VAT)
1	CON070003	CARTRIDGE/BLACK/LA-SER JET/HP Q7553A/EA OR SIMILAR	each	6		
2	CON070180	CARTRIDGE/BLACK/LA-SER JET/HP Q5949A/EA OR SIMILAR	each	6		
3	CON070184	CARTRIDGE/BLACK/LA-SER JET/HP Q5942A/EA OR SIMILAR	each	6		
4	CON100005	CARTRIDGE/BLACK/LA-SER JET/HP Q2613A/EA OR SIMILAR	each	36		
5	CON100011	CARTRIDGE/BLK/LA-SER/LEXMARK E352H31E/EA OR SIMILAR	each	6		
6	CON160010	HP85A LASERJET TONER CARTRIDGE (CE285A) OR SIMILAR	each	6		
7	CON170002	CARTRIDGE/BLACK/LA-SER JET/HP CF281A/EA OR SIMILAR	each	78		
8	CON170006	CARTRIDGE/BLACK/LA-SER JET/HP CE505A/EA OR SIMILAR	each	6		
9	CON170018	CARTRIDGE/BLACK/LA-SER JET/HP CF287A/EA OR SIMILAR	each	192		
10	CON190001	CARTRIDGE/BLACK/HP CF237A/EA OR SIMILAR	each	330		

Item	Material Number	Description	Unit of Measure	Quantity	Unit Cost (Excl VAT)	Total Cost (Excl VAT)
11	CON210001	CARTRIDGE/BLACK/LEXMARK B2865/EA OR SIMILAR	each	42		
12	CON210002	CARTRIDGE/BLACK/HP CF289A/EA OR SIMILAR	each	528		
13	CON240004	KYOCERA ECOSYS P3145DN TK-3160 OR SIMILAR	each	96		
14	CON240005	MVLHP 151A BLACK TONER CARTRIDGE - W1510A OR SIMILAR	each	60		
15	CON250001	TOSHIBA STUDIO2021AC PRINTER T-FC425P-B OR SIMILAR	each	6		
16	CON250002	TOSHIBA STUDIO2021AC PRINTER T-FC425P-C OR SIMILAR	each	6		
17	CON250003	TOSHIBA STUDIO2021AC PRINTER T-FC425P-M OR SIMILAR	each	6		
18	CON250004	TOSHIBA STUDIO2021AC PRINTER T-FC425P-Y OR SIMILAR	each	6		
19	CON250005	KYOCERA ECOSYS MA4000FX TK-1270 OR SIMILAR	each	90		
20	CON250006	KYOCERA ECOSYS PA4500X TK-3400 OR SIMILAR	each	300		
Total bid price Excl. VAT			R			
15 %VAT			R			
Total bid price Incl. VAT			R			

Note: The wording “or similar” indicated in the table above refers to products (cartridges) that complies with the functionality requirements for that specific OEM Cartridge type in full. SAPO will not accept refurbished products (cartridges) and bidders will be disqualified on product testing.

The bidder warrants that the pricing quoted above is free of any errors and omissions and that he/she is able to deliver the service on the price quoted.

SIGNATURE :

NAME OF DELEGATED SIGNATORY :

(PRINT) in his capacity of

DESIGNATION OF SIGNATORY :

(PRINT) who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY) :

G. RETURNABLE DOCUMENT(S)

Returnable Documents means all the documents, and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids. The section contains bookmarks for ease of reference.

Administrative Documents

Respondents are required to submit with their bid submissions the following Administrative Documents, and also confirm submission of these documents by so indicating [Yes or No] in the tables below:

Administrative Returnable Documents	Submitted [Yes or No]
Completed SBD 1	
Completed SBD 4	
Completed Confidentiality and Non-Disclosure	
Completed Certificate of Acquaintance with bid Requirements	
Latest CSD Report / MAAA number	

Evaluation Documents:

Gatekeeping Documents

The bidder is required to comply with the gatekeeping criteria to be eligible for further evaluation.

Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.

Gatekeeping Returnable Documents	Submitted [Yes or No]
Pricing Schedule (Annexure F)	

Bid Condition Documents

Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to submit the outstanding bid condition/s document(s) within five (5) working days excluding statutory requirements that being tax compliance.

Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO. Failure to comply will result in the disqualification of their bid.

Bid Conditions Returnable Documents	Submitted [Yes or No]
Completed and signed Annexure BL	
Completed and signed Annexure BR	

Points for Specific Goals

Tenderers who do not submit specific goal requirement will not be disqualified from the bid process, but they will score zero (0) points out of 10/20 for the specific goal.

Required Documents to be submitted for evaluation	Submitted [Yes or No]
Valid BBBEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs) OR a DTI BBBEE Certificate (EMEs and QSEs).	
Joint Venture (i.e. incorporate/unincorporated), a consolidated BEE certificate must be submitted to earn the relevant point(s).	