THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER STATIONERY TO ALL OFFICES IN THE PRESIDENCY, WHICH IS CAPE TOWN, PRETORIA, DURBAN FOR A PERIOD OF FIVE YEARS.

BID NUMBER:	**PO 2026/27:003**
CLOSING DATE:	**20 July 2026**
TIME:	**11H00AM**
VALIDITY PERIOD:	**150 DAYS**
NON-COMPULSORY BRIEFING SESSION:	
DATE:	**09 July 2026**
TIME:	**13:00PM**
VENUE:	**Microsoft Teams**
	(click on the link below to access the session)
	https://teams.microsoft.com/meet/330559505221729?p=5UFKc1sIOs2nMF2Hvj Meeting ID: 330 559 505 221 729 Passcode: V3DY6mE7

Kindly take note of the following attached documentations:

Section 1: Standard-Bidding Documents

Section 2: Special Conditions (Specification)

Section 3: General Conditions

Standard Bidding Documents (SBD) forms MUST be completed in full, in black ink (whether handwritten or typed). Any changes on the SBD form must be countersigned by the bidder. The use of Tippex or any similar material is not permitted.

Bidders must submit the original bid document and completed SBD forms. In addition, bidders must submit two additional copies of the bid document, (that is, one hard copy (photocopy) and one soft copy in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive etc. Failure to do so may result in the bid/proposal being disqualified. All three bid documents must be submitted in a sealed envelope.

PART A
INVITATION TO BID

<table>
<tr><td colspan="6">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PRESIDENCY</td></tr>
<tr><td>BID NUMBER:</td><td>PO 2026/27:003</td><td>CLOSING DATE:</td><td>20 JULY 2026</td><td>CLOSING TIME:</td><td>11:00AM</td></tr>
<tr><td>DESCRIPTION</td><td colspan="5">APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER STATIONERY TO ALL OFFICES IN THE PRESIDENCY WHICH IS CAPE TOWN, PRETORIA, DURBAN FOR A PERIOD OF FIVE YEARS</td></tr>
<tr><td colspan="6">BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</td></tr>
<tr><td colspan="6">Union Buildings</td></tr>
<tr><td colspan="6">Government Avenue</td></tr>
<tr><td colspan="6">Pretoria</td></tr>
</table>

<table>
<tr><td colspan="2">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</td><td colspan="2">TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</td></tr>
<tr><td>CONTACT PERSON</td><td>SCM: Acquisition Office</td><td>CONTACT PERSON</td><td>Johannes Mahlangu</td></tr>
<tr><td>TELEPHONE NUMBER</td><td>N/A</td><td>TELEPHONE NUMBER</td><td>N/A</td></tr>
<tr><td>FACSIMILE NUMBER</td><td>N/A</td><td>FACSIMILE NUMBER</td><td>N/A</td></tr>
<tr><td>E-MAIL ADDRESS</td><td>Tenders@presidency.gov.za</td><td>E-MAIL ADDRESS</td><td>johannes@presidency.gov.za</td></tr>
</table>

<table>
<tr><td colspan="6">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="5"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="5"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="5"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="5"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td>MAAA</td></tr>
<tr><td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES ENCLOSE PROOF]</td><td colspan="2">ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</td><td>☐Yes ☐No
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
<tr><td colspan="6">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
<tr><td colspan="6">IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO</td></tr>
</table>

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

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

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

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………

SBD3.2

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……………………………………	Bid number: PO 2026/27:003
Closing Time: 11:00AM	Closing date: 20 July 2026

OFFER TO BE VALID FOR **150 DAYS** FROM THE CLOSING DATE OF BID.

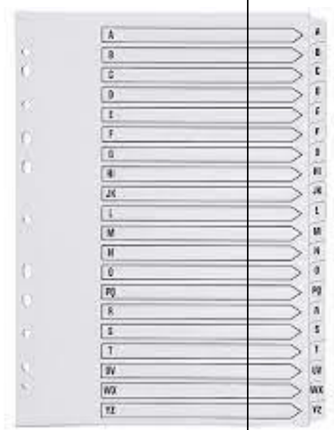
**(ALL APPLICABLE TAXES TO BE INCLUDED).

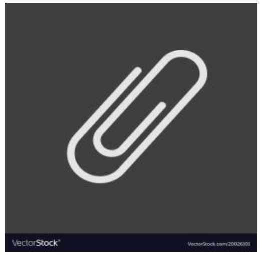
No	**DESCRIPTION**	**QUANTITY**	**PICTURES**	Price (excl. Vat) **Year 1**	Price (excl. Vat) **Year 2**	Price (excl. Vat) **Year 3**	Price (excl. Vat) **Year 4**	Price (excl. Vat) **Year 5**	Total price (excl. vat) **Year 1-5**
1	3 Way Adaptor plug white	1							

2	Pin Adaptor 2X 16A white Each	1							
3	8 Way Single Switch Surge Multiplug with Protector Power 250V Max 16A White Each	1							
4	Extension Cord 10M With a two-way-multi-plug 250V Max 10A White Each	1							
5	Extension Cord 3M With a two-way multi-plug 250V Max 10A white Each	1							
6	Extension Cord 5M With a two-way multi-plug 250V Max 10A white Each	1							

7	Battery 1.5V AA 12 Per Pack	1							
8	Battery 1.5V AAA 12 Per Pack	1							
9	Carbon Paper Blue 100 Per Box	1							
10	Cellotape Clear 12MMX66M Each	1							
11	Cellotape Clear Self-adhesive Transparent 40m X 48mm Each	1							

12	Cello tape Buff Packaging Each	1							
13	Paper Clips 33mm Assorted 100 Per Box	1							
14	Fold Back Clips 19mm Black 12 Per Box	1							
15	Fold Back 32mm Black 12 Per Box	1							
16	Fold Back 41mm Black 12 Per Box	1							
17	Paper Clips Giant Assorted 50mm	1							

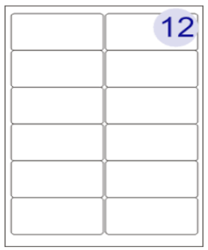
	100 Per Box								
18	Door Wedge Each	1							
19	Erase Pencil 61X2310mm Each	1							
20	File Divider A4 PVC Colours A- Z 26Tab Each	1							

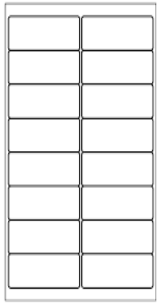
21	White Paper Clip 33MM 100 per box	1							
22	File Divider A4 PVC Colours 1 – 31 31Tab	1							
23	Eraser Whiteboard Each	1							
24	File Divider A4 PVC Colours 1-10 10Tap	1							

									
25	File Divider A4 Cardboard 10 TABS Assorted colours	1							
26	File Divider A4 Jan-Dec Tab PVC Colours	1							
27	File Divider Plain PVC 10 TAB	1							

	Assorted Colours								
28	Finger Cones/Rubber assorted colours Each	1							
29	Flip Chart Pad White 60CM X 84CM	1							
30	Re usable adhesive putty 100g	1							

31	Glue Stick 25g	1							
32	Ink Endorsing BLACK 30ml	1							
33	Ink Endorsing Colour: Red Size:30ml	1							
34	Self-Adhesive Urgent Sticker • Size: 14x40mm 125S per box • Colour: white and red	1							
35	Self-Adhesive “Confidential” Label	1							

	Size:14x40mm 125S per box Colour: black and white								
36	Self-Adhesive “Fragile” Label Roll Size: 50mmx 120mm per Roll of 500 sticker colour :red and white	1							
37	Self-Adhesive “By Hand” Label 14x Size:40mm 125sper box Colour: white and	1							
38	Self-Adhesive “Top Secret” Label Roll • Size:50mm x 120mm per Roll of 500 stickers • Colour :white and red	1							
39	Self-Adhesive Labels 12 Up per sheet Size:A4, white (105X49mm) 100 per box	1							
40	Self-Adhesive	1							

	Labels A4 16 Up Per Sheet 105x37mm 100 per box								
41	Labels A4 24 Up Per Sheet 70mm x37mm100 Per Box	1							
42	Self-Adhesive Labe 1 Up Sheet 210x 297mm A4 100 per box	1							
43	Letter Opener Each 23.2cm Each	1							

									
44	Paper Binder 76mm 100 per box Colour Silver Tin Plated Steel	1							
45	Paper Photostat A3 White 80g/m² 160 CIE Whiteness 500 sheet per Ream	1							
46	Paper Photostat A4 White 80g/m❷ 160 CIE Whiteness 500 sheet per Ream	1							

47	Paper Photostat A4 160g/m A4 blue 100 sheet per Ream	1							
48	Paper Photostat A4 160g/m A4 Green 100 sheet per Ream	1							
49	Paper Photostat A4 160g/m Orange 100 sheet per Ream	1							

									
50	Paper Photostat A4 160g/m Red 100 sheet per Ream	1							
51	Paper Photostat A4 160g/m Yellow 100 sheet per Ream	1							
52	Paper Photostat A4	1							

	80g/m² Green 500 sheet per Ream								
53	Paper Photostat A4 80g/m² Light Blue 500 sheet per Ream	1							
54	Paper Photostat A4 80g/m² Orange 500 sheet per Ream	1							
55	Paper Photostat A4 80g/m² Red 500 sheet per Ream	1							
56	Paper Photostat A4 80g/m² Yellow 500	1							

	sheet per Ream								
57	Pen Fineliner Black (Black writing) Each	1							
58	Pen Fineliners Blue ((Blue writing) Each	1							

59	Pen Fineliner Red (Red writing) Each	1							
60	Pen Highlighter 1-5 mm tip size; Blue (Blue Writing) Each	1							
61	Pen Highlighter 1-5 mm tip size; Green (Green writing) Each	1							
62	Pen Highlighter 1-5 mm tip size ;Pink (Pink writing) Each	1							

63	Pen Highlighter 1-5 mm tip size; Red (Red writing) Each	1							
64	Pen Highlighter 1-5 mm tip size; Yellow (Yellow writing) Each	1							
65	Pen Marker Permanent Black (Black writing) Each	1							
66	Pen Marker Permanent Blue (Blue writing) Each	1							

67	Pen Marker Permanent Red (Red writing) Each	1							
68	Pen Marker Whiteboard Black (Black writing) Each	1							
69	Pen Marker Whiteboard Blue (Blue writing) Each	1							
70	Pen Marker Whiteboard Green (Green writing) Each	1							

71	Pen Marker Whiteboard Red (Red writing) Each	1							
72	Pencil Clutch 0.5mm Each	1							
73	Pencil Lead Refill 0.5mm (For Clutch Pencil) Tube 12 per Tube	1							
74	Hb Graphite Pencil Black Each	1							
75	Pencil Sharpener Single Hole Metal Each	1							
76	Pen Ball Point Black (Black	1							

	writing) Each								
77	Pens Ball Point Blue (Blue writing) Each	1							
78	Pen Ball Point Red (Red Writing) Each	1							
79	Pens Over Head Projector Non-Permanent Black Each	1							
80	Pens Over Head Projector Non-Permanent Blue Each	1							
81	Pen Over Head Projector Non-Permanent Red Each	1							
82	Pins Office 26mm (Steel 50g) Box	1							

									
83	Pins Map Assorted 8mm Box (100 pcs per Box)	1							
84	Pins Thumb Tacks Colour 11mm Metal Silver 100 per Box	1							
85	Plastic Pockets A4 PVC Crystal Clear Pack 100 per pack	1							
86	Sticky Note Pad Yellow 75X125mm Pad (100 sheets	1							

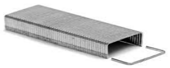
	per Pad)								
87	Sticky Note Pad Yellow 76 X76mm Pad (100 sheets per Pad)	1							
88	Sticky Note PAD Yellow 45 X 50mm Pad (100 sheets per Pad	1							
89	Tape Flag Blue 25.4mmx43.6mm 50 Flags Per Pack	1							
90	Tape Flag Green 25.4mmx43.6mm 50 Flags Per Pack	1							
91	Tape Flag Orange 25.4mmx43.6mm 50 Flags Per Pack	1							

92	Tape Flag Purple 25.4mmx43.6mm 50 Flags Per Pack	1							
93	Tape Flag Red 25.4mmx43.6mm 50 Flags Per Pack	1							
94	Tape Flag White 25.4mmx43.6mm 50 Flags Per Pack	1							
95	Tape Flag Yellow 25.4mmx43.6mm 50 Flags Per Pack	1							
96	Tape Flag Sign Here 25.4mmx43.6mm 50 Flag per Pack	1							
97	Single Hole Punch Steel 20 Sheet Capacity Punch Each	1							

98	2 Hole Heavy Duty Punch with Wooden Base Punches 60 Pages Each	1							
99	Small 2 Hole Punch 20 Sheet Capacity Each	1							
100	Punch 4 Hole Heavy Duty Punch metal Capacity : 150 Sheets Punching Distance: 80 x 80x80 mm	1							
101	Rubber Bands Size 128 Packet 100g	1							

									
102	Ruler 30cm Crystal Clear Each	1							
103	Scissors 210mm Orange Handle Each	1							
104	Staple Remover	1							

105	Stapler (Standard) 26/6 25 Sheet Stapling Capacity Metal Each	1							
106	Staples: 26/6 Box 5000 per Box Silver	1							
107	White Correction Fluid 20ml Bottle	1							
108	Transparencies Films A4 100 sheet per Pack	1							

109	A4 PUNCHED Exam Pad 80 sheets Cover Material Cardboard	1							
110	STAPLES 66/8 Silver 5000 per Box	1							
111	STAPLES 66/11 Silver 5000 per Box	1							
112	Hand Notebook A5 144 pages Cover Material Cardboard	1							

113	Opti plan Heavyweight File A4 Each	1							
114	A4 Quotation Folder Polyprop Flexible 2 Hole with Spine Label Cobalt Assorted colours	1							
115	File Lever Arch PVC Red A4 70mm Each	1							
116	File Lever Arch PVC Yellow 70mm Each	1							

117	File Lever Arch PVC Black 70mm Each	1							
118	File Lever Arch PVC Green 70mm Each	1							
119	File Ring Binder A4 PVC 25mm in different colours Each	1							
120	File Suspension 330X216mm in different colours Each	1							

121	Flip File/Display Polyethylene File A4 Each	1							
122	A4 Diary Page A Day branded “The Presidency Republic of South Africa” with Coat of Arms foiled, Executive soft touch and Black colour Each	1							
123	A5 Diary Page A Day branded “The Presidency Republic of South Africa” with Coat of Arms foiled, Executive soft touch and Black colour Each	1							
124	Notebook A4 2Quire Hard Cover Each	1							

125	Filing Box A4 Size 32.5L x 10W X24.5H, Brwon Each	1							
126	Calculator: Twin power desk calculator with its extra-large 12 digit, tilt display, kick-stand and large buttons Colour: white	1							
127	A4 Quotation folder polyprop flexible 2 hole with spine label cobalt assorted colours" bantex 3420" or equivalent"	1							
128	Delivery Cost a) Cape Town b) Pretoria c) Durban	Per KG							
Sub Total (**Excl. Vat)**									R
Vat @15%									R
Grand Total (Incl. **Vat)**		R							R

<u>Administrative requirements (if not applicable please complete N/A)</u>

Required by:…………………………………………

At: ………..……………………………….

Brand and model ……..……………………………….

Country of origin ……...……………………………….

Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s) ………………………………………….

Period required for delivery ………………………………………….

Delivery: *Firm/not firm

** “Applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2.	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2…etc. must add up to 100%.
R1t, R2t	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index………. Dated………. Index………. Dated………. Index………. Dated……….

Index………. Dated………. Index………. Dated………. Index………. Dated……….

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

SBD 3.2

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRE NCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Any enquiries regarding bidding procedures may be directed to the –

Department: The Presidency

Contact Person: SCM: Acquisition Office

Tel: N/A

Fax: N/A

E-mail address: Tenders@presidency.gov.za

Or for technical information –

Contact Person: Johannes Mahlangu

E-mail address: johannes@presidency.gov.za

Tel: N/A

Fax: Not Applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YESNO

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:

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

…………………………………………………………………………………
…………………………………………………………………………………

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor 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

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

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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:

DESCRIPTION	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:

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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)
Woman		**10**		
Youth		**7**		
People with Disabilities		**3**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…………………………………………………………………….
4.4. Company registration number: ……………………………………………………………...
4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution, if deemed necessary.

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

THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA
SUPPLY CHAIN MANAGEMENT

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER OFFICE STATIONERY TO ALL OFFICES OF THE PRESIDENCY, WHICH IS CAPE TOWN, PRETORIA, DURBAN FOR A PERIOD OF FIVE YEARS.

1. PURPOSE

1.1 The purpose of this specification is to appoint a panel of service providers for the supply and delivery of Office Stationery to all offices of The Presidency which is Cape Town, Durban and Pretoria for a period of five years.

2. BACKGROUND

The Presidency is the National Department with three offices which is Pretoria, Cape Town, Durban.

2.1. The Presidency has decided to strategically source the supply and delivery of office stationery and therefore invite service providers to submit bids for the supply and delivery of office stationery for a period of five years.

2.2. The Supply Chain Management unit within The Presidency must ensure that appropriate support is provided to various business units within The Presidency, and this includes amongst others, provision of office stationery.

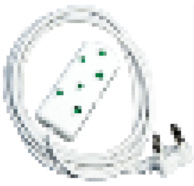
2.3. The specification does not constitute an offer to do business with The Presidency, but merely serves as an invitation to bidder(s) to submit bids for the supply and delivery of Office Stationery.

3. SCOPE

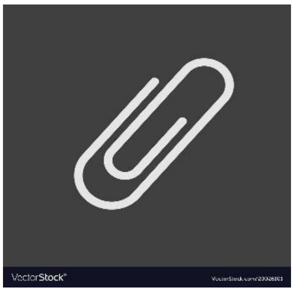
3.1 The appointed panel of service providers will be expected to supply and deliver office stationery as listed in paragraph 3.3 below as and when is required.

3.2 The Presidency will issue a request for quotations to the successful panel of service providers as and when required. The Panel of Service Providers will deliver office stationery to all three offices of The Presidency and must ensure that delivery cost is included as required in the pricing schedule.

3.3 The successful panel of service providers must have capacity to supply and deliver stationery to The Presidency and the following is the list of office stationery that the panel of service providers will be expected to supply and deliver:

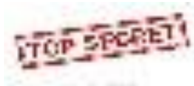
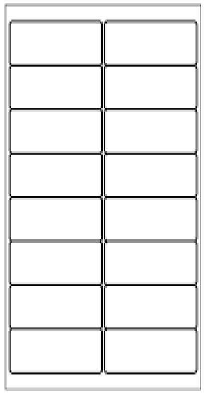
No	DESCRIPTION	QTY	PICTURES
1	3 Way Adaptor plug white	1	
2	Pin Adaptor 2X 16A white Each	1	
3	8 Way Single Switch Surge Multiplug with Protector Power 250V Max 16A White Each	1	
4	Extension Cord 10M With a two-way-multi-plug 250V Max 10A White Each	1	
5	Extension Cord 3M With a two-way multi-plug 250V Max 10A white Each	1	
6	Extension Cord 5M With a two-way multi-plug 250V Max 10A white Each	1	
7	Battery 1.5V AA 12 Per Pack	1	
8	Battery 1.5V AAA 12 Per Pack	1	
9	Carbon Paper Blue 100 Per Box	1	

10	Cellotape Clear 12MMX66M Each	1	
11	Cellotape Clear Self-adhesive Transparent 40m X 48mm Each	1	
12	Cello tape Buff Packaging Each	1	
13	Paper Clips 33mm Assorted 100 Per Box	1	
14	Fold Back Clips 19mm Black 12 Per Box	1	
15	Fold Back 32mm Black 12 Per Box	1	
16	Fold Back 41mm Black 12 Per Box	1	

17	Paper Clips Giant Assorted 50mm 100 Per Box	1	
18	Door Wedge Each	1	
19	Erase Pencil 61X2310mm Each	1	
20	File Divider A4 PVC Colours A- Z 26Tab Each	1	
21	White Paper Clip 33MM 100 per box	1	
22	File Divider A4 PVC Colours 1 – 31 31Tab	1	

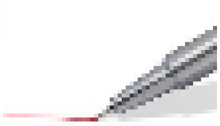
23	Eraser Whiteboard Each	1	
24	File Divider A4 PVC Colours 1-10 10Tap	1	
25	File Divider A4 Cardboard 10 TABS Assorted colours	1	
26	File Divider A4 Jan-Dec Tab PVC Colours	1	
27	File Divider Plain PVC 10 TAB Assorted Colours	1	
28	Finger Cones/Rubber	1	
29	Flip Chart Pad White 60CM X 84CM	1	

30	Re usable adhesive putty 100g	1	
31	Glue Stick 25g	1	
32	Ink Endorsing BLACK 30ml	1	
33	Ink Endorsing Red 30ml	1	
34	Self-Adhesive Urgent Sticker 14x40mm 125S per box colour white and red	1	
35	Self-Adhesive “Confidential” Label 14x40mm 125S per box colour black and white	1	
36	Self-Adhesive “Fragile” Label Roll 50mmx 120mm per Roll of 500 sticker colour red and white	1	

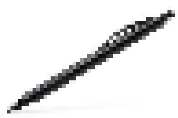
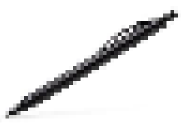
37	Self-Adhesive “By Hand” Label 14x 40mm 125sper box colour white and	1	
38	Self-Adhesive “Top Secret” Label Roll 50mmx 120mm per Roll of 500 stickers colour white and red	1	
39	Self-Adhesive Labels 12 Up per sheet A4 (105X49mm) 100 per box	1	
40	Self-Adhesive Labels A4 16 Up Per Sheet 105x37mm 100 per box	1	
41	Labels A4 24 Up Per Sheet 70mm x37mm100 Per Box	1	
42	Self-Adhesive Labe 1 Up Sheet 210x 297mm A4 100 per box	1	
43	Letter Opener Each 23.2cm Each	1	

			
44	Paper Binder 76mm 100 per box Colour Silver Tin Plated Steel	1	
45	Paper Photostat A3 White 80g/m² 160 CIE Whiteness 500 sheet per Ream	1	
46	Paper Photostat A4 White 80g/m❷ 160 CIE Whiteness 500 sheet per Ream	1	
47	Paper Photostat A4 160g/m A4 BLUE 100 sheet per Ream	1	
48	Paper Photostat A4 160g/m A4 Green 100 sheet per Ream	1	
49	Paper Photostat A4 160g/m A4 Orange 100 sheet per Ream	1	

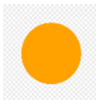
50	Paper Photostat A4 160g/m A4 Red 100 sheet per Ream	1	
51	Paper Photostat A4 160g/m A4 Yellow 100 sheet per Ream	1	
52	Paper Photostat A4 80g/m² A4 Green 500 sheet per Ream	1	
53	Paper Photostat A4 80g/m² A4 Light Blue 500 sheet per Ream	1	
54	Paper Photostat A4 80g/m² A4 Orange 500 sheet per Ream	1	
55	Paper Photostat A4 80g/m² A4 Red 500 sheet per Ream	1	

56	Paper Photostat A4 80g/m² A4 Yellow 500 sheet per Ream	1	
57	Pen Fineliner Black (Black writing) Each	1	
58	Pen Fineliners Blue ((Blue writing) Each	1	
59	Pen Fineliner Red (Red writing) Each	1	
60	Pen Highlighter Blue (Blue Writing) Each	1	
61	Pen Highlighter Green (Green writing) Each	1	
62	Pen Highlighter Pink (Pink writing) Each	1	

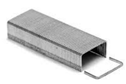
63	Pen Highlighter Red (Red writing) Each	1	
64	Pen Highlighter Yellow (Yellow writing) Each	1	
65	Pen Marker Permanent Black (Black writing) Each	1	
66	Pen Marker Permanent Blue (Blue writing) Each	1	
67	Pen Marker Permanent Red (Red writing) Each	1	
68	Pen Marker Whiteboard Black (Black writing) Each	1	
69	Pen Marker Whiteboard Blue (Blue writing) Each	1	
70	Pen Marker Whiteboard Green (Green writing) Each	1	

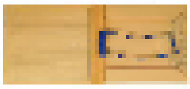
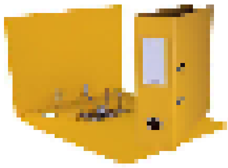
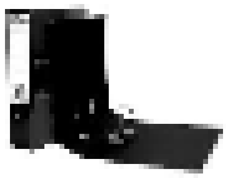
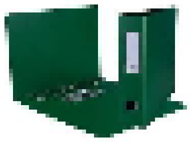
			
71	Pen Marker Whiteboard Red (Red writing) Each	1	
72	Pencil Clutch 0.5mm Each	1	
73	Pencil Lead Refill 0.5mm (For Clutch Pencil) Tube 12 per Tube	1	
74	Hb Graphite Pencil Black Each	1	
75	Pencil Sharpener Single Hole Metal Each	1	
76	Pen Ball Point Black (Black writing) Each	1	
77	Pens Ball Point Blue (Blue writing) Each	1	
78	Pen Ball Point Red (Red Writing) Each	1	

79	Pens Over Head Projector Non-Permanent Black Each	1	
80	Pens Over Head Projector Non-Permanent Blue Each	1	
81	Pen Over Head Projector Non-Permanent Red Each	1	
82	Pins Office 26mm (Steel 50g) Box	1	
83	Pins Map Assorted 8mm Box (100 pcs per Box)	1	
84	Pins Thumb Tacks Colour 11mm Metal Silver 100 per Box	1	
85	Plastic Pockets A4 PVC Crystal Clear Pack 100 per pack	1	
86	Sticky Note Pad Yellow 75X125mm Pad (100 sheets per Pad)	1	

87	Sticky Note Pad Yellow 76 X76mm Pad (100 sheets per Pad)	1	
88	Sticky Note PAD Yellow 45 X 50mm Pad (100 sheets per Pad	1	
89	Tape Flag Blue 25.4mmx43.6mm 50 Flags Per Pack	1	
90	Tape Flag Green 25.4mmx43.6mm 50 Flags Per Pack	1	
91	Tape Flag Orange 25.4mmx43.6mm 50 Flags Per Pack	1	
92	Tape Flag Purple 25.4mmx43.6mm 50 Flags Per Pack	1	
93	Tape Flag Red 25.4mmx43.6mm 50 Flags Per Pack	1	
94	Tape Flag White 25.4mmx43.6mm 50 Flags Per Pack	1	
95	Tape Flag Yellow 25.4mmx43.6mm 50 Flags Per Pack	1	

96	Tape Flag Sign Here 25.4mmx43.6mm 50 Flag per Pack	1	
97	Single Hole Punch Steel 20 Sheet Capacity Punch Each	1	
98	2 Hole Heavy Duty Punch with Wooden Base Punches 60 Pages Each	1	
99	Small 2 Hole Punch 20 Sheet Capacity Each	1	
100	Punch 4 Hole Heavy Duty Punch metal Capacity: 150 Sheets Punching Distance: 80 x 80x80 mm	1	
101	Rubber Bands Size 128 Packet 100g	1	
102	Ruler 30cm Crystal Clear Each	1	
103	Scissors 210mm Orange Handle Each	1	

104	Staple Remover	1	
105	Stapler (Standard) 26/6 25 Sheet Stapling Capacity Metal Each	1	
106	Staples: 26/6 Box 5000 per Box Silver	1	
107	White Correction Fluid 20ml Bottle	1	
108	Transparencies Films A4 100 sheet per Pack	1	
109	A4 PUNCHED Exam Pad 80 sheets Cover Material Cardboard	1	
110	STAPLES 66/8 Silver 5000 per Box	1	
111	STAPLES 66/11 Silver 5000 per Box	1	
112	Hand Notebook A5 144 pages Cover Material Cardboard	1	

113	Opti plan Heavyweight File A4 Each	1	
114	A4 Quotation Folder Polyprop Flexible 2 Hole with Spine Label Cobalt Assorted colours	1	
115	File Lever Arch PVC Red A4 70mm Each	1	
116	File Lever Arch PVC Yellow 70mm Each	1	
117	File Lever Arch PVC Black 70mm Each	1	
118	File Lever Arch PVC Green 70mm Each	1	
119	File Ring Binder A4 PVC 25mm Each	1	
120	File Suspension 330X216mm E	1	

121	Flip File/Display File A4 Each	1	
122	A4 Diary Page A Day branded “The Presidency Republic of South Africa” with Coat of Arms foiled, Executive soft touch and Black colour Each	1	
123	A5 Diary Page A Day branded “The Presidency Republic of South Africa” with Coat of Arms foiled, Executive soft touch and Black colour Each	1	
124	Notebook A4 2Quire Hard Cover Each	1	
125	Filing Box A4 Size 32.5L x 10W X24.5H Each	1	
126	Calculator: Twin power desk calculator with its extra-large 12-digit, tilt display, kick-stand and large buttons Colour: white	1	
127	A4 Quotation folder polyprop flexible 2 hole with spine label cobalt assorted colours” bantex 3420” or equivalent”	1	
128	Delivery Cost a) Pretoria b) Cape Town c) Durban		

4. REQUIREMENT FOR THE PROJECT

4.1 Bidder’s experience in supplying, delivery of office stationery or. **Bidder must attach The Presidency returnable project reference form (Annexure A) signed, dated with contact person and contact number.**

4.2 The bidder must indicate the number of key projects completed.

4.3 The bidder must provide a detail project plan which must indicate how the office stationery purchase order will be handled including clear deliverable and time frames for each task to be completed in the supply and delivery of office stationery

5. SPECIAL CONDITIONS OF PROJECT/CONTRACT

5.1 The bidders must ensure that the human resources deployed to this project have the necessary knowledge, skills, experience and capacity to successful undertake the above-mentioned scope of work.
5.2 The awarded bidders will enter into a Service Level Agreement (SLA) with The Presidency.
5.3 The Presidency reserves the right not to award the contract.
5.4 The bidders (Directors, members of a close corporation and employees) involved with the contract or having access to information relating to the contract must be prepared to go through the required process of security screening and background checks prior to the appointment.
5.5 Telegraphic, telefax or late tender/bid will not be accepted and will be disqualified.
5.6 The bidder must complete the attached SBD 3.2 form for pricing, completed in full of black ink. Pricing will be based on the item listed on the specification and failure to do so will result in the bid being disqualified.
5.7 Standard Bidding Document (SBD) forms must be completed in full with a black ink pen only, and not to be re-typed. The use of tippex or related material is not allowed.
5.8 The contract may be terminated by The Presidency during its period after thirty (30) days written notice is issued, should the contractor be found to be negligent or not perform in accordance with the set contractual stipulations, bid document proposals received and services level agreement that will be signed.
5.9 Payment will be made within 30 days after receipt of original and valid invoice upon the delivery of the goods and delivery of the required services to The Presidency.
5.10. The Presidency will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bids thereof.
5.13. Bidders must bid according to the specification, deviating from specifications will result in a disqualification.
5.14. The Bidders must ensure that all pages of the bid document are received. Bid documents must be submitted in the original format and not be removed from bid documents.
5.15 The Department reserves the right to verify any information provided by the bidders and should the information be found to be false or incorrect, it will invalidate the bid.

6. SECURITY REQUIREMENTS

The Presidency will subject the successful bidders including their staff assigned to the project to a security screening exercise. In the event that the outcome of the security screening exercise is negative, the successful bidders will be disqualified.

7. DURATION OF CONTRACT

The duration of the contract for supply and delivery of office stationery for the period of five (5) years.

8. MONITORING AND EVALUATION OF THE PROJECT

8.1. All work should be carried out in accordance with the agreed scope of work and terms and conditions of the Service Level Agreement (SLA) or contract to be agreed upon by The Presidency and the successful bidder.
8.2. Monitoring, evaluation and performance for the supply and delivery of office stationery will be performed by the Project Manager in The Presidency.

9. LEGISLATION APPLICABLE TO THE BID

9.1 Bids will be subject to the following legislation, the departmental policy and standard:

i) The Preferential Procurement Policy Framework Act 50of 2000
ii) Preferential Procurement Regulations, 2022

iii) The Public Finance Management Act 1of 1999
iv) The Presidency Supply Chain Management Policy
v) **ISO 9001**: Quality Management

10. SPECIAL CONDITIONS AND REQUIREMENTS OF THE BID

a. Bidders are requested to submit means of verification for specific goals (women, youth and persons with disabilities, e.g. ID documents and verification from the CSD), failing which the points for specific goals claimed will be forfeited.
b. A Service Level Agreement/contract shall be signed with the awarded bidder.
c. Completed bid documents must be deposited in the bid/tender box, as indicated in par 18 below. Telegraphic, telefax, emails or late tenders/bids will not be accepted and will be disqualified.
d. All corrections made in the bid document must be initialled or signed off by the bidder to obviate unnecessary delays resulting from the need to require the bidder to give written confirmation before finalisation of evaluation.
e. The Department reserve a right to verify the information provided by the bidder, any false information provided, will lead to disqualification.
f. All items to be supplied must be of good quality and comply with the specification the national standards as prescribed by South African Bureau of Standards
g. **Bidders shall submit:**

   i) **Original bid documents (mandatory),**
   ii) **a hard copy of the original documents, and,**
   iii) one soft copy (digital / electronic) in a PDF format, in a suitable electronic medium, e.g. flash drive or portable hard drive**.**

Failure to submit the original bid document will result in the bid/proposal being disqualified

11. EVALUATION PROCESS

A three (3)-phase approach will be followed during the evaluation process. All proposals received will be evaluated in accordance with the **80/20-point** system as prescribed in the Preferential Procurement Regulation, 2022

The Bid Evaluation Committee (BEC) will determine the maximum number of bidders to be considered for the panel, taking into consideration the budget and ensuring that bidders have a fair opportunity to be allocated work from the panel. The recommendation will be determined by ranking based on the highest preferential points scored.

11.1 FIRST PHASE: MANDATORY AND ADMINISTRATIVE COMPLIANCE

During this phase, screening will be conducted to ensure compliance with the mandatory submission of documents as listed below. **Bidders who have not complied with the mandatory submission of the document(s) shall be disqualified at this phase of the evaluation and will not be considered in the next phase.**

Note that all the required documentation must be signed by a duly authorised representative, where a signature is required.

11.1.1 MANDATORY DOCUMENTATION

a) Completed and signed Invitation to bid document (SBD 1).

b) Completed and signed Price Schedule (VAT and all other applicable costs inclusive) – SBD 3.2: goods and service (excluding administrative section on branding).

Only bidders who have met mandatory requirements will be considered for the next phase

11.1.2 ADMINISTRATIVE COMPLIANCE

a) Completed and signed Bidders' disclosure form (SBD 4)
b) Completed and Signed Preference points claim form (SBD 6.1)
c) ID copies of employees to be assigned to this project. Assigned employees will be subjected to security screening. ID copies of owner(s). Owners will be subjected to a security screening.
d) Copy of Bidder's company registration document with CIPC.
e) Tax compliant status or SARS Tax pin of the Bidder.
f) Copy of CSD or CSD registration number
g) Any other administrative documents
i) Joint Ventures and consortium
In the case where bidders are bidding as Joint Ventures and/or consortium, the following must be complied:
    - Submit a Joint Ventures and/or consortium agreements signed for teaming parties by persons who are duly authorised to do so. The agreement should state the details of the persons who are authorised to sign the documents on behalf of the teaming parties. 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.)
    - Submit SARS issued pin code, which will be verified for both companies.
    - Submit a consolidated Central Supplier Database Registration (CSD).
    - For technical evaluation, members from those teamed companies will be assessed based on the requirements indicated in the project as a single company for incorporated Joint Venture and/or consortium and individually party for unincorporated Joint Venture and consortium.

NB: **The bidders who have not met the administrative compliance will be required to correct any omissions or error and/ or submit any outstanding information on documents within the reasonable stipulated period. failure to comply will result in disqualification.**

11.2 SECOND PHASE: FUNCTIONAL/TECHNICAL EVALUATION

Only proposals that have met the criteria for mandatory compliance will qualify for this phase. During this phase bid documents will be checked to assess functionality or ability of the bidder to implement and manage the contract.

CRETERIA	SUB CRETERIA	Weight
1. Bidder's experience The bidder must demonstrate experience in supplying, delivering office stationery in the workplace. The **Bidder must attach The Presidency's returnable project reference form Annexure A, the form must be signed and dated.**	Bidder who did not provide returnable project references = **0 point** One (1) returnable project reference form from previous client confirming that the service provided was good in all categories. Three (3) years' experience in the supply, delivery office stationery in the workplace = **15 points** Two (2) returnable project reference forms from previous clients confirming that the service provided was good. Four (4) -years' experience in the supply, delivery office stationery in the workplace = **20 points** Three (3) and more returnable project reference forms from previous clients confirming that the service provided was good. Five (5) and more years' experience in the supply, delivery office stationery in the workplace = **40 points**	**40**
2. Project Completed Bidder must attach The Presidency's returnable project reference form **Annexure A, the form must be signed and dated for each completed project. The form must include project completed.**	0 Project completed = **0 Points** 1 - 2 Project completed = **15 Points** 3 or more Project Completed = **30 Points**	**30**
3. Project Plan The bidder must provide **a detailed project plan** which must indicate how the office stationery purchase order will be handled including clear deliverables and time frames for each task to be completed in the supply and delivery of office stationery**.** The plan must also include how delivery will take place for **Cape Town and Durban offices.**	No project plan or project plan without clear deliverables and time frames for each task to be completed in supply and delivery of office stationery = **0 Points** Project plan without clear deliverables and time frames for each task to be completed in supply and delivery of office stationery = **15 Points** Project plan with clear deliverables and time frame for each task to be completed in supply and delivery of office stationery = **20 Points**	**20**
3**. Quality Management** Bidder must attach proof of compliance to ISO:9001, a certificate by an accredited body	▪ No proof of compliance to ISO:9001 by an accredited body = **0 Points** ▪ Proof of compliance to ISO:9001, a certificate by an accredited body = 10 Points	**10**

TOTAL		**100**
Minimum Points		**55**

Each criteria will be allocated points with total **100 points** allocated. Only bidders who will score above **55 points** on technical evaluation will be included in the panel of service providers to supply and delivery of office stationery

11.3 THIRD PHASE: PRICE AND SPECIFIC GOALS

The recommendation of panel of qualified suppliers will be based on the bidders who scored the highest points in terms of price and specific goals.

The Bid Evaluation Committee (BEC) will determine the maximum number of bidders to be considered for the panel, taking into consideration the budget and ensuring that bidders have a fair opportunity to be allocated work from the panel. The recommendation will be determined by ranking based on the highest preferential points scored.

In accordance with the PPPFA, the submission will be adjudicated on the 80/20 points system. Price will make up the total of 80 points, and specific goals will be allocated the remaining 20 points. The evaluation criterion for this phase is as set below:

Criteria applicable	Weight
Price	80
Specific goals	20
Total	100

For the purpose of this tender, bidders will be evaluated on pricing as per plan/template provided. (define the pricing method to be used (schedule/plan/template).

As an example, the points for Specific Goals could be distributed as follows: (depending on the specific bid):

Specific goals	Means of Verification	Points
Women	ID docs + CSD verification	10
Youth	ID docs + CSD verification	7
Persons with Disabilities	Confirmation letter + CSD verification	3

Bidders are requested to submit means of verification for specific goals (women, youth and the person with disabilities, e.g. ID documents and verification from the CSD), failing which the points for specific goals claimed will be forfeited.

The total bid price (vat and other costs inclusive) should be the same with the price indicated on SBD 1 and SBD 3.2.

12. MANDATORY AND ADMINISTRATIVE COMPLIANCE CHECKLIST

Bidders should use the checklist below to ensure that all the returnable documents are attached:

Mandatory Documents required	Indicate Yes or No	Indicate the Annexure in your bid response
Completed and signed Invitation to bid document **(SBD 1).**		
Completed and signed Price Schedule (VAT and all other applicable costs inclusive) – **SBD 3.2**: goods and service (excluding administrative section on branding)		
Administrative documents required	**Indicate Yes or No**	**Indicate the Annexure in your bid response**
SBD 4		
SBD 6.1		
ID copies of Owner (s).		
ID copies of employees to be assigned to this project.		
Copy of Bidder's company registration document with CIPC.		
Tax compliant status or SARS Tax pin of the Bidder.		
Copy of CSD or CSD registration number		
Any other administrative documents		
Joint Venture and/or consortium agreement ***(If applicable)***		

13. UTILISATION OF PANEL FOR PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER STATIONERY TO ALL OFFICES

Post appointment of the panel, a quotation process will take place. The process will unfold as follows:

- Panel of qualified suppliers will be utilised on a rotational basis for a period of five (5) years to supply and delivery for stationery as and when it is required.
- Alternatively, where any stationery item(s) might not be specified on the specification, invitation to quote will be sent to the Panel of qualified suppliers to submit quotation,

14. CONFIDENTIALITY

No communication will be undertaken with any bidder until the winning bidder has been informed of his winning bid.

Information relating to the evaluation of proposals and recommendations concerning an award shall not be disclosed neither to the bidder who submitted the proposals nor to other persons not officially involved or concerned with the process[1].

The Presidency necessarily operates under the conditions of the PAIA provisions. No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except where authorised in writing to do so.

15. ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT

THE BIDDER MUST COMPLETE BELOW.

I ________________________________ in my capacity as the duly authorized representative of the bidder, hereby certify that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE……………… CAPACITY………………

Alternative Name and Contact details of service provider (optional):

____

16. DISCLAIMER

The Presidency reserves the right not to award the bid. The Presidency also reserves the right to award the bid in part.

17. BRIEFING SESSION

Non-compulsory briefing session will be conducted online via Microsoft Teams as follows:

DATE:	**26 June 2026**
TIME:	**13:00PM**
VENUE:	**Microsoft Teams**

(click on the link below to access the session)
https://teams.microsoft.com/meet/330559505221729?p=5UFKc1sIOs2nMF2Hvj
Meeting ID: 330 559 505 221 729
Passcode: V3DY6mE7

18. SUBMISSION OF PROPOSALS

Completed bid documents should be sealed, clearly marked as follows:
The Presidency Bid Number: **PO 2026/27:003**

Completed bid documents must be deposited in the official bid/tender box of The Presidency located at the public entrance of the Union Buildings on Government Avenue, Pretoria on or before **20 July 2026 @11:00AM**

Bidders must ensure that they received all pages of this document.

19. Bid Enquiries: **Technical Enquiries:**

Tenders@presidency.gov.za johannes@presidency.gov.za

NB: All enquiries should be made at least 10 days before the closing date

"**ANNEXURE A**"

THE PRESIDENCY
REPUBLIC OF SOUTH AFRICA
RETURNABLE PROJECT REFERENCE FORM

Project Description:	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER STATIONERY TO ALL OFFICES IN THE PRESIDENCY, WHICH IS CAPE TOWN, PRETORIA, DURBAN FOR A PERIOD OF FIVE YEARS.
Bid No:	PO 2026/27:003

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I ………………………………………………………………………. (Name, Surname & Designation Preferably contract Manager)

From ……………………………………………………………………….……………………. (Company Name)

Declare that the company was the recipient (client) of the following professional services (project) successfully executed by………………………………………………………………. (Name of bidder)

Project Description: ………………………………………………………

Project Location: …………………………………………………………

Commencement Date (DD/MM/YYYY): ………………………

Completion Date (DD/MM/YYY): ……………………………

Contract Value: ………………………

A. Please score the service performance of the Bidder on the above-mentioned project, by inserting "Yes" in the relevant box below:

Category	Very poor	Poor	Fair	Good	Excellent
Experience of the team deployed on the project					
Turnaround time for the delivery of stationery(efficiency)					
Packaging of the stationery					
Quality of the stationery delivered					

B. Would you consider/recommend working with this bidder in future.

Yes	No	Reason

C Would you recommend this bidder to offer the same services to The Presidency?

Yes	No	Reason

……………………… …………………………………………….

Signature Name of Signatory

(Company Head or Delegated officer)

Contact Numbers: …………………………

THE NATIONAL TREASURY

Republic of South Africa

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GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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1. Definitions

1 The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of Bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 organisation 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, SCC are also laid down to cover specific supplies, services or works.

2.3 Where such SCC 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.

14 **Use of contract documents and information; inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 Patent rights

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

7 Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9 Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11 Insurance

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

12 Transportation

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

13 Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14 Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in rand unless otherwise stipulated in SCC.

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

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

23 Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

(a) the name and address of the supplier and / or person restricted by the purchaser;

(b) the date of commencement of the restriction

(c) the period of restriction; and

(d) the reasons for the restriction.

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

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

24 Anti-dumping and countervailing duties and rights

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

25 Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

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

27 Settlement of disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

28.1 Except in cases of criminal negligence or 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 in SCC.

31 Notices

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

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

32 Taxes and duties

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

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

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

33 National Industrial Participation (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 an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

General Conditions of Contract (revised July 2010)