

PART A REVISED RFQ INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION					
BID NUMBER:	LDE/B09/2021/22	CLOSING DATE:	13 DECEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY OF OFFICE STATIONERY TO THE LIMPOPO DEPARTMENT OF EDUCATION FOR THE PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR 113 BICCARD & 24 EXCELSIOR STREET					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MOELA S.K		CONTACT PERSON	MS MAMPANE LP	
TELEPHONE NUMBER	015 290 7988		TELEPHONE NUMBER	015 290 7622	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MoelaSK@edu.limpopo.gov.za		E-MAIL ADDRESS	MampaneLP@edu.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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, 2017, 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:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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: LDE/B09/2021/22
Closing Time 11:00	Closing date: 13 DECEMBER 2021

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by: Limpopo Department of Education
 - At: Various Schools
 - 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
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

.....
.....

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

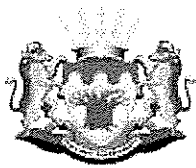
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

Terms of Reference (ToR)

RFB NO.

LDE/B09/2021/22

**SUPPLY AND DELIVER OFFICE STATIONERY TO THE LIMPOPO
DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3)
YEARS**

DEFINITIONS AND TERMS

In this Document Terms of Reference (TOR), unless the context indicates otherwise, a word or expression to which a meaning has been in the TOR, has the same meaning, and -

1. **“Contract”** means an agreement entered into between the successful bidder(s) and the Department.
2. **“Bidder”** means any legal persona who herewith submits a bona fide bid (offer) in response to a Request for Bid (RFB); and
3. **“Department”** means Limpopo Department of Education (LDoE).

1. INTRODUCTION

- 1.1. The Department intends to appoint bidders to supply and deliver office stationery.
- 1.2. Given the above, the Department hereby invites potential bidders to bid for the above mentioned services for a period of three (3) years.
- 1.3. This document contains all terms and conditions of this bid, and bidders must not qualify their terms of reference or come up with their own terms and conditions.
- 1.4. The successful service provider(s) will be required to enter into contractual arrangements with the Department based on the Terms of Reference and General Conditions of Contract attached hereto.

2. BACKGROUND

- 2.1. The Limpopo Department of Education hereby undertakes to establish the necessary mechanism to provide the required office stationery to all Departmental stores.
- 2.2. The Department will from time to time require office stationery to ensure that the Department's employees have the right to resources to deliver the mandate of the Department.

3. SCOPE OF SERVICES

- 3.1. The successful bidders will be required to supply and deliver the required items to the Departmental Stores (Head Office: Polokwane and the ten (10) District Offices: Capricorn North, Capricorn South, Mopani West, Mopani East, Mogalakwena, Sekhukhune South, Sekhukhune East, Vhembe East, Vhembe West and Waterberg) as and when required.
- 3.2. All items to be supplied and delivered should be according to the special conditions, specification and pricing schedule.

4. MANDATORY ADMINISTRATIVE REQUIREMENTS

Bidders should comply with the following administrative requirements and any bidder that fails to comply with these requirements will be disqualified:-

- 4.1 Completion and signing of the bid document:
 - 4.1.1. Bidders shall ensure that there are no missing or duplicated pages since the Department shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
 - 4.1.2. The entire bid document must be completed in black ink and signed by an authorized signatory where a provision is made for a signature.
 - 4.1.3. Telephonic, Telegraphic, Telex, Facsimile or emailed bid documents will not be accepted.
 - 4.1.4. Bidders must be registered on Centralized Supplier Database (CSD) and furnish their CSD No. and Unique Security Code as a proof of registration as follows:-
 - a) CSD Registration No. :
 - b) Unique Security Code:
 - 4.1.5. Any alteration must be signed for by the authorized signatory and therefore correction fluid is not allowed.

- 4.1.6. The BID must be submitted in a sealed envelope clearly indicating the Bid Number, Closing Date.
- 4.1.7. All envelopes must reflect return address of the Bidder on the reverse side.

5. ATTACHMENTS

5.1. A bidder must attach the following documents:

- (a) Copies of the Close Corporation or Company, Companies and Intellectual Property Commission Registration document(s) reflecting the latest information about the bidder, share certificates indicating each Director's shareholdings.
- (b) Originally certified copies of the identity documentation/ valid passports of all the directors of the company if natural person or partnership. The date on the certified copies must not be older than three months on the closing date of the bid.
- (c) A documentary proof of the bidder's physical address of the office bearing the names of the directors or the company (domicilium citandi et executandi), where legal notices may be sent/served:
 - i. Municipal Account/Bill, which must not be older than three months, or
 - ii. Certified copy of Formal Lease Agreement, or
 - iii. Certified copy of Title deed, or
 - iv. Original or certified copy of letter from a Traditional Authority.

5.2. A bid submitted jointly by two companies shall be accompanied by a certified copy of the document establishing the Joint Venture, registered and authenticated by an official who is authorized to witness sworn statements/Commissioner of Oath and submit respect attachments for each party

5.3. Latest copy of Central Supplier database report.

5.4. Letter of approval by executing authority to do business if the entity has member/ members who is/are a Government employee.

5.5. Original or originally certified copy of B-BEEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or sworn affidavit indicating the level of preferential points to be claimed as contemplated on amended Code of Good Practice of B-BBEE Act. Joint Venture/ partnership/ consortium, must attach a consolidated original or originally certified copies of the B-BBEE Certificate.

- 5.6. Duly completed SBD Forms – SBD 1, SBD 3.1, SBD 3.2, SBD 6.1., SBD 4, SBD 8 and SBD 9
- 5.7. Proof of relevant traceable experience in supplying of office stationery. (Attach orders, appointment letters or contracts).
- 5.8. Completed bid document with supporting documents shall be packaged, bound, sealed, marked and submitted strictly as stipulated in this bid document.

6. SPECIAL CONDITIONS OF THE CONTRACT

- 6.1. The employees of the bidder will have access to Departmental stores when delivering items ordered, subject to other stipulations in this bid.
- 6.2. The bidder shall be held responsible for any damage or thefts that may be caused to the premises or content by him or his employees or due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department against the bidder.
- 6.3. In case of damages to property resulting from the delivery of goods, the bidder will be liable for the damages and any costs incurred to be recovered from any moneys outstanding.
- 6.4. Bidders are required to quote firm prices for each and further note that no price adjustment will be considered during the period of the contract except for statutory adjustments.
- 6.5. Should the value of the bid be R 1 000.000.00 and above, the successful bidders who are not registered for Value Added Tax (VAT) will be required to register prior to the signing of contract and / or Service Level Agreement (SLA).
- 6.6. Bidders must bid on all items on the pricing schedule.
- 6.7. The bid will be awarded for Head Office and all ten (10) Districts.
- 6.8. The successful bidder/bidders will be expected to enter into a Services Level Agreement (SLA) with the Department within thirty (30) days of appointment.
- 6.9. The contract shall run for a period of three (3) years in line with the SLA.

7. BID PRICING STRUCTURE

- 7.1. All prices quoted should be VAT inclusive for VAT vendors only
- 7.2. Prices must be fixed for each year as indicated in the pricing schedule.

8. RESERVATIONS OF RIGHTS

- 8.1. By responding to this Bid, the Bidder authorizes the Department or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Department. Should such investigation discover that the Bidder has misrepresented any statements or documents, the bidder will be disqualified
- 8.2. The Department further reserves the right to:-
 - 8.2.1. Request further information from any bidder after the closing date of the bid;
 - 8.2.2. Communicate only with the shortlisted bidders as and when necessary;
 - 8.2.3. Verify information and documentation of respective bidder from the South African Revenue Services (**SARS**), Companies & Intellectual Property Commission (**CIPC**) or any other relevant entity and to visit the premises of the bidder at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bidder null and void;
 - 8.2.4. Award the bid to a bidder who did not score the highest points;
 - 8.2.5. Award the bid to more than one bidder per item or group of items per District;
 - 8.2.6. Not make an award;
 - 8.2.7. Enter into price negotiations with any preferred bidder;
 - 8.2.8. Enter into new product description negotiation if item product is discontinued
 - 8.2.9. The right to determine the implementation programme and to monitor the delivery of office stationery to stores.
 - 8.2.10. Appoint a third party to evaluate the service provider's compliance with any aspect of this bid.
 - 8.2.11. Terminate the contract, if the Department is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of

or with the knowledge of the bidder), firm or company (The expression “person, firm or company” shall include an authorised employee or agent of such a person, firm or company):-

- a) is executing a contract with government unsatisfactorily;
- b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
- c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner
- d) in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has consequence there-of been found guilty of a criminal offence;
- e) has approached an officer or employee in the Public Service before or after bids
- f) have been called for, to influence the award of the contract in his favour;
- g) has withdrawn or amended his bid after the time set for the receipt and opening of bids;
- h) when advised that his / her bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or to furnish any security required;
- i) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; and
- j) has disclosed to any other person, firm or company the exact or approximate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid; the LDoE may, in addition to any other legal recourse which it may have, cancel the contract between the LDoE and such person, firm or company and/or resolve that no bid from such a person, firm or company will be favourably considered for a specific period.

NB: FAILURE TO COMPLY WITH THE ABOVE MINIMUM REQUIREMENTS BY THE BIDDER WILL LEAD TO THE DISQUALIFICATION OF SUCH A BIDDER.

9. SELECTION OF DISTRICT FOR BIDDING

Bidders must indicate district/s for which they are bidding by stating yes or no as follows:-

No.	District Municipality	LDoE District	Indication of district for bidding: Yes / No
1)	Capricorn	Head Office	
		Capricorn South	
		Capricorn North	
2)	Mopani	Mopani East	
		Mopani West	
3)	Sekhukhune	Sekhukhune East	
		Sekhukhune South	
4)	Waterberg	Mogalakwena	
		Waterberg	
5)	Vhembe	Vhembe East	
		Vhembe West	

10. EVALUATION ON PRICE AND BROAD BASED BLACK ECONOMIC EMPOWERMENT

The points scoring shall be allocated as follows in line with the Preferential Procurement Regulations of 2017.

Folio No.	Criteria	Points
(a)	Price	80
(b)	B-BBEE status level of contribution	20
Total		100

11. DETAILED SPECIFICATIONS AND PRICING SCHEDULE

The set must include the under-mentioned articles which must be according to the relative specifications:-

PRICE STRUCTURE FOR OFFICE STATIONERY

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	ADHESIVE				
1	Glue Stick 22g	Each			
2	Glue Stick 43g	Each			
3	Office Glue Liquid Pot with Brush 250ml	Each			
4	Liquid/water based glue 50ml	Each			
5	Prestick 100g	Each			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	BINDERS				
6	Slide Binder A4 5mm 25 Sheet Capacity Assorted Colours. 100 Per Box	Box			
7	Slide Binder A4 10mm 50 Sheet Capacity Assorted Colours. 100 Per Box	Box			
8	Slide Binder A4 15mm 75 Sheet Capacity Assorted Colours. 100 Per Box	Box			
9	Ring Binder A4 10mm 65 Sheet Capacity Assorted Colours. 100 Per Box	Box			
10	Ring Binder A4 19mm 160 Sheet Capacity Assorted Colours. 100 Per Box	Box			
11	Ring Binder A4 28mm 260 Sheet Capacity Assorted Colours. 50 Per Box	Box			
12	Ring Binder A4 44mm 435 Sheet Capacity Assorted Colours. 50 Per Box	Box			
13	Steel Crystal Black 130-160P. 25 Per Box	Box			
14	Steel Crystal Black 55-75P. 25 Per Box	Box			
	BINS				
15	Office Bin Square 16 Litre Assorted Colours	Each			
16	Office Bin Round 10 Litre Assorted Colours	Each			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	BOARD				
17	Clipboard Masonite	Each			
18	Clipboard PVC Folding with Inner Pocket and Penholder Various Colours	Each			
19	Flipchart Stand with Height adjustable telescopic Legs, Paper Clamps and integrated pen tray 1000 x 640mm. magnetic standard.	Each			
20	Flipchart Stand with Height adjustable telescopic Legs, Paper Clamps and integrated pen tray 1000 x 640mm. Non-magnetic standard.	Each			
21	Executive flipchart stand magnetic with castors. Magnetic receptive steel surface. Spring loaded paper gripper. Height adjustable. Heavy duty aluminium frame with lockable castors. 1000 x 640 mm	Each			
	BOOKS				
22	Analysis book A3 JD8032	Each			
23	Analysis book A4 JD6081	Each			
24	Counter Book A4 2 Quire. feint and margin 192 pages	Each			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
25	Counter book A4 3 quire. feint and margin 288 pages	Each			
26	Exam pad A4. Feint and margin. 100 page punched	Each			
	CALCULATOR				
27	Desktop calculator 8 digits	Each			
28	Desktop calculator 10 digits	Each			
29	Desktop calculator 12 digits	Each			
30	Desktop calculator 14 digits	Each			
	PAPER CLIPS				
31	Bulldog Clips 22mm. 12 per Pack	Pack			
32	Bulldog Clips 32mm. 12 per Pack	Pack			
33	Bulldog Clips 40mm. 12 per Pack	Pack			
34	Bulldog Clips 50mm. 12 per Pack	Pack			
35	Bulldog Clips 63mm. 12 per Pack	Pack			
36	Bulldog Clips 75mm. 12 per Pack	Pack			
37	Fold back Clips 15mm. 12 per Pack	Pack			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
38	Fold back Clips 19mm. 12 per Pack	Pack			
39	Fold back Clips 25mm. 12 per Pack	Pack			
40	Fold back Clips 32mm. 12 per Pack	Pack			
41	Fold back Clips 41mm. 12 per Pack	Pack			
42	Fold back Clips 51mm. 12 per Pack	Pack			
43	Gemclips 33mm Silver. 100 per box	Box			
44	Giant gemclips 50mm Silver. 100 per box	Box			
45	Giant wavy gemclips 78mm Silver. 50 per box	Box			
46	Drawing pins/Thumb tasks. Assorted coloured head. 11mm. 50 per box	Box			
47	File fasteners 80mm. 50 per box	Box			
48	Grip binders 32mm. 100 per box	Box			
49	Grip binders 38mm. 100 per box	Box			
50	Grip binders 50mm. 100 per box	Box			
51	Grip binders 75mm. 100 per box	Box			
52	Treasury tags 26mm. 100 per box	Box			
53	Treasury tags 38mm. 100 per box	Box			
54	Treasury tags 51mm. 100 per box	Box			
55	Treasury tags 63mm. 100 per box	Box			
56	Treasury tags 76mm. 100 per box	Box			
57	Treasury tags 89mm. 100 per box	Box			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
58	Treasury tags 102mm. 100 per box	Box			
59	Treasury tags 127mm. 100 per box	Box			
60	Treasury tags 152mm. 100 per box	Box			
	CUBES AND TRAYS (Assorted colours)				
61	Memo Cube Plastic 9750. 400 sheets	Each			
62	Memo Cube Plastic refill 9752. 400 sheets	Each			
63	Memo Cube plastic holder 9751. 800 sheets.	Each			
64	Memo Cube Refill 9753A 800 sheets.	Each			
65	Cube holders 100x100mm	Each			
66	Desktop organiser pen holder – 6 cylinders PVC. Assorted colours.	Each			
67	Letter tray. Risers of 4 trays.	Pack			
68	Document tray 335x250mm. Single or stack vertically with risers. With label and label holders. Risers 4 set.	Pack			
69	Document tray 325x233mm. 2 trays and set of riser pins.	Pack			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
70	Document tray.3 trays with 3 tier plastic stand. Sliding 320x325mm	Pack			
71	Wire mesh metal tray set – 3 tier black.	Pack			
	ENVELOPE				
72	Envelope DL Manilla Seal Easy 110 x 220mm. Box of 500	Box			
73	Envelope DL Manilla Seal Easy 110 x 220mm with Window. Box of 500	Box			
74	Envelope DL White Seal Easy 110 x 220mm. Box of 500	Box			
75	Envelope DL White Seal Easy 110 x 220mm with Window. Box of 500	Box			
76	Envelope C5 Manilla Seal Easy 229 x 162mm. Box of 500	Box			
77	Envelope C5 White Seal Easy 229 x 162mm. Box of 500	Box			
78	Envelope C4 Manilla Seal Easy 324 x 229mm. Box of 250	Box			
79	Envelope C4 White Seal Easy 324 x 229mm. Box of 250	Box			
80	Envelope C3 Manilla Seal Easy 458 x 324mm. Box of 250	Box			
81	Envelope B4 Manilla Seal Easy 353 x 250mm. Box of 250	Box			
	ERASER AND				

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	SHARPENER				
82	Eraser Large with sleeve	Each			
83	Metal sharpener. Double hole up to 10mm in diameter	Each			
	FILE/BOXES				
84	Rigid moulded plastic storage box with spring clip. Assorted Colours	Each			
85	Document storage box- 340x270x75mm	Each			
86	Document storage box- 380x261x94mm	Each			
87	Off-site storage box with lid.	Each			
88	Lever Arch file A4 PVC 40mm Assorted Colours. Pack of 10	Pack			
89	Lever Arch file A4. Board 40mm Assorted Colours. Pack of 10	Pack			
90	Lever Arch file A4 PVC 75mm Assorted Colours. Pack of 10	Pack			
91	Lever Arch file A4 Board 75mm Assorted Colours. Pack of 10	Pack			
92	Filling Pockets A4 40 Micron. Pack of 100	Pack			
93	A4 File Dividers. Pack of 10	Each Pack			
94	Lever Arch labels 70x315mm. Pack of 20	Pack			
95	A4 Suspension file box. Assorted colours	Each			
96	A4 suspension file. Assorted colours. Pack	Pack			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	of 10				
97	File Suspension Foolscap Coated Metal Rails. Assorted Colours. Box of 25	Box			
98	Tidy Files with Flap and Clip 100 Sheets. Pack of 100	Pack			
99	Flip file A4 filing 50 pockets	Each			
100	Flip file A4 filing 100 pockets	Each			
101	A4 Solid plastic filing container (Grey box)	Each			
	FINGER CONES				
102	Finger cones Extra Small /size 00. Assorted colours. Pack of 12	Pack			
103	Finger cones Small/ size 0. Assorted colours. Pack of 12	Pack			
104	Finger cones Medium/ size 1. Assorted colours. Pack of 12	Pack			
105	Finger cones Large/ size 2. Assorted colours. Pack of 12	Pack			
106	Finger cones Extra Large/ size 3. Assorted colours. Pack of 12	Pack			
	CD & DVD				
107	CD 700MB 52x CD-R. Pack of 10	Pack			
108	DVD 4.7GB 16x DVD-R. Pack of 10	Pack			
109	CD Sleeves paper. Pack of 50	Pack			
	MEMORY STICKS				
110	Memory Stick USB	Each			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	32GB				
111	Memory Stick USB 64GB	Each			
112	Memory Stick USB 128GB	Each			
	EXTERNAL HARD DRIVE				
113	External Hard Drive USB Portable 3TB	Each			
114	External Hard Drive USB Portable 4TB	Each			
115	External Hard Drive USB Portable 8TB	Each			
	LANYARD				
116	Lanyard with Clip Only Assorted Colours	Each			
117	ID metal clip. Box of 100	Box			
	LETTER OPENER				
118	Letter Opener	Each			
	MARKERS				
120	Marker Permanent 0.7mm Bullet Point Assorted Colours. Pack of 12	Pack			
121	Marker Permanent 1.5mm Bullet Point Assorted Colours. Pack of 12	Pack			
122	Marker Permanent 2.5mm Chisel Point Assorted Colours. Pack of 12	Pack			
123	Marker Whiteboard 2.0mm Bullet Point Assorted Colours. Pack of 12	Pack			
124	Marker Highlighter				

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	Assorted Colours. Pack of 12	Pack			
125	Black Marker Art line R210 medium 0.6.	Each			
	NAME BADGE				
126	Corporate name Badge-Rigid transparent PVC with clip, pin and paper. Pack of 50	Pack			
127	Conference Badge-Rigid transparent PVC with clip and pin. White perforated sheets for identity cards. Pack of 50	Pack			
	PADS				
128	Sign Here Flags. 25.4mmx43.6mm. 50 flags Per pack. Assorted colours	Pack			
129	Film index 200 flags Per pack. Assorted colours.	Pack			
130	Adhesive Note pad 76mm x 76mm. 5 x 200 sheets per pad	Each pad			
131	Adhesive note pad 76mm x 127mm. 100 sheets per pad	Each pad			
132	Non-adhesive Note pad 76mm x 76mm. 5 x 200 sheets per pad	Each pad			
133	Non-adhesive note pad 76mm x 127mm. 100 sheets per pad	Each pad			
134	Flip Chart Pad A1 Punched 4 holes. 40 Sheet per pack	Pack			
	PAPER				
135	Paper A4 160gms	Each			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	Assorted colours. Ream of 500	ream			
136	Paper A4 160gms Pastel. Ream of 500	Each ream			
137	Paper A4 80gms. Assorted colours. Ream of 500	Each ream			
138	Paper A4 80gms Pastel. Ream of 500	Each ream			
139	Paper A4 80gms white. 500 sheets per ream. 5 reams	Box			
140	Paper A3 80gms White.500 sheets per ream. 5 reams	Box			
	PENS				
141	Click Medium ballpoint 0.8mm fine. Pack of 60	Pack			
142	Click Medium ballpoint 1.0mm fine. Pack of 60	Pack			
143	1.0mm medium Point Retractable ballpoint Pen. Pack of 60	Pack			
144	1.0mm medium Point rubberised grip ballpoint Pen. Pack of 60	Pack			
145	0.7 Medium E-Ball retractable ballpoint Pen. Pack of 60	Pack			
146	0.7 Medium E-Ball rubberised grip ballpoint Pen. Pack of 60	Each Pack			
	PENCIL				
147	Pencil HB	Each			
148	Pencil Sharpener Metal with one hole	Each			
149	Pencil Sharpener Metal with two holes	Each			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
150	Extra clean and smooth eraser. Individually wrapped	Each			
151	Large whiteboard eraser	Each			
	LAMINATING POUCHES				
152	Laminating Pouches A3 180 micron. Pack of 100	Each Pack			
153	Laminating Pouches A4 180 micron. Pack of 100	Each Pack			
	PAPER PUNCH				
154	Paper Punch One Hole Heavy Duty Plier Type	Each			
155	Paper Punch One Hole Heavy Duty with Wooden Base	Each			
156	Paper Punch Two Hole. 20 Sheets	Each			
157	Paper Punch Two Hole. 50 Sheets	Each			
158	Paper Punch Two Hole Heavy Duty 150 Sheets	Each			
159	Paper Punch Two Hole extra Heavy Duty 300 Sheets	Each			
	RUBBER BANDS				
160	Rubber Band Size 34 500g bag	Per bag			
161	Rubber Band Size 38. 500g bag	Per bag			
162	Rubber Band Size 64. 500g bag	Per bag			
163	Rubber Band Size 84. 500g bag	Per bag			
164	Rubber Band Size 128	Per bag			
	RULER				
165	Ruler Clear 30cm	Each			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	SCISSORS				
166	Scissor Soft Grip 170mm	Each			
167	Scissor Soft Grip 210mm	Each			
168	Scissor Orange Handle 210mm	Each			
169	Scissor Orange Handle 170mm	Each			
	SHEETS				
170	A4 Binding Covers 200 Micron Clear. Pack of 100	Each Pack			
171	Frosted Sheet A4 150 Micron Assorted Colours. Pack of 100	Each Pack			
	SORTER				
172	Ready Sorter Kraft. A-Z; Jan-Dec; 1-31	Each			
173	Ready Sorter polypropylene. A-Z; Jan-Dec; 1-31	Each			
	STAMP				
174	Self-ink mini date stamp 85x55mm	Each			
175	Self-ink mini date stamp 60x40mm	Each			
176	Self-ink mini date stamp 68x47mm	Each			
177	Pre-inked stamp pad. 85x55mm	Each			
178	Pre-inked stamp pad. 60x40mm	Each			
179	Pre-inked stamp pad. 68x47mm	Each			
180	Plastic stamp Pad. 110x70mm	Each			


ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
181	Plastic stamp Pad. 110x147mm	Each			
182	Endorsing ink 30ml. Assorted colours	Each			
	STAPLES				
183	Staples No. 23/6. 1000 staples per box	Box			
184	Staples No. 23/24. 1000 staples per box	Box			
185	Staples No 23/10. 1000 staples per box	Box			
186	Staples No 23/8. 1000 staples per box.	Box			
187	Staples No 23/13. 1000 staples per box	Box			
188	Staples No 23/17. 1000 staples per box.	Box			
189	Staples No. 26/6. 5000 staples per box	Box			
190	Staples No. 66/8. 5000 staples per box	Box			
191	Staples No. 66/11. 5000 staples per box	Box			
192	Staples No. 66/14. 5000 staples per box	Box			
	STAPLE REMOVER				
193	Staple Remover Heavy Duty/giant	Each			
194	Staple Remover Normal Crunch Type	Each			
195	Staple remover- aerodynamic handle	Each			
	STAPLERS				
196	Quantum Stapler, one Finger Stapling 25 Sheets	Each			
197	Stapler semi heavy duty, 45 Sheets	Each			
198	Stapler, semi heavy	Each			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	duty, 60 Sheets				
199	Stapler heavy duty, 100 Sheets	Each			
200	Stapler heavy duty, 170 sheets	Each			
201	Stapler heavy duty, 240 sheets	Each			
	TAPE				
202	Masking Tape 24mm x 40m	Each			
203	Masking Tape 48mm x 50m	Each			
204	Packaging Tape Clear 48mm x 100m	Each			
205	Packaging Tape Buff 48mm x 100m	Each			
206	Clear Tape 12mm x 66m	Each			
207	Clear Tape 18mm x 66m	Each			
208	Desktop tape dispenser, small core with mental cutting blade.	Each			
209	Office tape dispenser, dual core with mental cutting blade.	Each			
	BATTERIES				
210	Plus power AA batteries. Pack of 16	Pack			
211	Plus power AAA batteries .Pack of 16	Pack			
	LABELS				
212	Colour Code Labels C10-10mm. 700 per box. Assorted colours	Box			

ITEM NO.	SPECIFICATION	UNIT OF MEASURE	Year 1 UNIT PRICE	Year 2 UNIT PRICE	Year 3 UNIT PRICE
	WRAPPERS				
213	450mmX4m Heavy duty industrial stretch wrap	Each			
	STENCIL				
214	10 mm lower case stencil	Each			
	SECURITY ENVELOPES				
215	A4 interoffice re-usable envelopes with seals. Box of 500	Box			
216	Envelope wax seal kit	Each			
217	Tamper evident security envelopes 245 x 305. Box of 500	Box			
218	Tamper evident security envelopes 270 x 405. Box of 500	Box			
	SECURITY BAGS				
219	Tamper evident security bag – 1000 bags. Big	Per pack			
220	Tamper evident security bag – 1000 bags. Medium	Per pack			
221	Tamper evident security bag – 1000 bags. Small	Per pack			
222	Tamper evident bag plastic seal.100 pieces	Per pack			
	TOTAL (EXCLUDING VAT)		R	R	R
	TOTAL (INCLUDING VAT)		R	R	R

12. ENDORSEMENT

12.1. ENDORSEMENT OF THE TERMS OF REFERENCE BY THE HEAD OF DEPARTMENT:

Name	Ms. DEDEREN K.O
Signature	
Date	09/11/2021

12.2. ENDORSEMENT OF THE OFFER BY THE BIDDER:

This document has been read and understood by the bidder represented by:-

Name	
Designation/Position	
ID No.	
Signature	
Date	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
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NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)