

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION.

BID NUMBER: DPSA005/2016

CLOSING DATE: 9 DECEMBER 2016

CLOSING TIME: 11:00

DESCRIPTION: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER STATIONERY , CARTRIDGES AND TONER ITEMS TO THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION FOR A PERIOD OF 24 MONTHS.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT (SLA) WITH THE DEPARTMENT.

BID DOCUMENTS MAY BE POSTED TO: THE DIRECTOR GENERAL, DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION, PRIVATE BAG X916, PRETORIA, 0001.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*:

BATHO PELE HOUSE, 546 EDMOND STREET, (C/O HAMILTON STREET) ARCADIA, PRETORIA.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. IF THE BID IS LATE, IT WILL NOT BE ACCEPTED FOR CONSIDERATION.

THE TENDER BOX IS GENERALLY OPEN 24 HOURS A DAY, 7 DAYS A WEEK.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL SBD FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER
 POSTAL ADDRESS
 STREET ADDRESS
 TELEPHONE NUMBER CODE..... NUMBER.....
 CELLPHONE NUMBER
 FACSIMILE NUMBER CODE NUMBER.....
 E-MAIL ADDRESS
 VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Public Service and Administration

Contact Person: LORRAINE /FIKILE

Tel: 012 336 1126/1216

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Michael Jackson

Tel: 012 3361189

**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: DPSA005/2016
Closing Time 11:00	Closing date: 09/12/2016

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY:	BID PRICE IN RSA CURRENCY: (ALL APPLICABLE TAXES INCLUDED)
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DESCRIPTION: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER STATIONERY , CARTRIDGES AND TONER ITEMS TO THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION FOR A PERIOD OF 24 MONTHS.

- 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
- 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.

SBD 4

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 in full and submitted with the bid. Failure to fully complete the questionnaire and duly sign the declaration will result in your bid being disqualified.**

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, member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

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.**

¹State" 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.

²Shareholder" 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 / NA**

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

(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.

.....

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 SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE90.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION10.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

- 2..1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

.....
SIGNATURE(S) OF BIDDER(S)

2.

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	<p>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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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

Js365bW

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

Js914w 2

THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION

BID CHECK LIST

<p>Have you submitted a valid Tax Clearance Certificate? (Failure to submit a valid Tax Clearance Certificate may result in the invalidation of your bid)</p>	<p align="center">YES</p>	<p align="center">NO</p>
<p>In case of consortium, have all parties to the consortium/joint venture submitted a valid Tax Clearance Certificate? (Failure to submit a valid Tax Clearance Certificate for each party of the consortium/joint venture WILL result in the invalidation of your bid)</p>	<p align="center">YES</p>	<p align="center">NO</p>
<p>Is the SBD 6.1 form signed by the duly authorized person? (Failure to sign the SBD 6.1 will result in the invalidation of your bid)</p>	<p align="center">YES</p>	<p align="center">NO</p>
<p>Are the following forms completed and signed?</p> <ol style="list-style-type: none"> 1. SBD 1 2. SBD 3.1 3. Declaration of Interest (SBD 4) 4. SBD 6.1 5. SBD 8 6. SBD 9 		

.....
Signature

.....
Date:

TERMS OF REFERENCE FOR THE APPOINTMENT OF SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER STATIONERY, CARTRIDGES AND TONER ITEMS TO THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION FOR A PERIOD OF 24 MONTHS.

1. OBJECTIVE

- 1.1 According to the National Treasury, establishment of contracts is one of the sourcing strategies for the acquisition of goods and services that are required on a repetitive basis.
- 1.2 Departments are vested with the powers and delegations to appoint service providers that can be utilized as a sourcing strategy to procure goods or services that are required on a repetitive basis.
- 1.3 The main objective of the terms of reference is to appoint a qualified service provider which will assist our stores unit to eliminate the delays of service delivery, which sometimes result in/to unnecessary deviations.
- 1.4 This contract will be awarded to a service provider that intends to assist the Department by providing market related prices (cost efficiency), with high quality goods and services, which ultimately seek to ensure value for money.
- 1.5 The Department of Public Service and Administration (DPSA) wishes to appoint suitable service provider who will supply and deliver the fast consumable stationery store items/ stationery non store items including cartridges and toners within the delivery timeframes for a period of 24 months.

2. BACKGROUND

- 2.1 The stores unit is supplying the employees of the department and its components with stationery, cartridges and toners and therefore the appointed service provider will be required to supply and deliver those store items to the departmental store situated in the DPSA when and only if a need arises.
- 2.2 The stores unit has experienced some difficulties in the past where it use to run out of stock because failure of service providers to adhere

TERMS OF REFERENCE FOR THE APPOINTMENT OF SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER STATIONERY, CARTRIDGES AND TONER ITEMS TO THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION FOR A PERIOD OF 24 MONTHS.

to the delivery time frames and this has resulted in bad service delivery and subsequently resulting in deviations with unaffordable costs.

3. SCOPE OF WORK

- 3.1 To enter into a contract with a suitable service provider, to supply and deliver stationery store items within the delivery time frame of less than two weeks, **except for an emergency case whereby stationery and other store items are needed urgently.**
- 3.2 **The procurement of stationery and store items will not be limited to items listed in Annexure A only.**

4. TIME SCHEDULE

- 4.1 The duration period of this contract will be for a period of 24 months and it takes effect from the appointed date which will be provided in a service level agreement and may be subject to extension for a period of 12 months or early termination of the contract, depending on the performance assessment of the service provider.

5. PROJECT MANAGEMENT

- 5.1 The appointed service provider shall be given procurement instructions by, or shall report to the Assistant Director or Deputy Director Supply Chain Management.
- 5.2 This contract will be generally managed by the Stores Manager in consultation with the Assistant Director or Deputy Director Supply Chain Management. The Stores Manager will be responsible for managing payment of invoices (within 30 days) to the service provider for goods delivered.
- 5.3 Management meetings will be held between the Assistant Director or Deputy Director Supply Chain Management and the appointed service provider where it's deemed necessary.

6. PROPOSAL REQUIREMENTS

The proposal must include, but not limited to the following:

TERMS OF REFERENCE FOR THE APPOINTMENT OF SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER STATIONERY, CARTRIDGES AND TONER ITEMS TO THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION FOR A PERIOD OF 24 MONTHS.

- 6.1 The bid should include a written proposal on how the service provider proposes to ensure quality and value for money.
- 6.2 A sample on each item listed below must be submitted in its respective package for evaluation purpose and in order to assess the quality of items to be supplied during the contract:-
 - Ballpoint pen, fine-point, black
 - Clutch pencil, 0.5mm lead
 - Highlighter, 5mm chisel point, purple
 - Whiteboard marker, 2mm bullet tip, green
 - Correction fluid pen, 7ml, fine point
 - A5 diary, hard cover
 - Staples, standard, 26/8 , 5000 staples per box
 - Adhesive glue stick, 43g
 - Batteries, AA alkaline, penlight, 1.5V, non-rechargeable
 - Office scissors, small, 165mm

7. EVALUATION CRITERIA

- 7.1 The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal.
- 7.2 Service Providers will be evaluated on functionality. The bidders that score points which exceed the minimum threshold provided on functionality will further be evaluated on price and on Broad Based Black Economic Empowerment Status Level Certificates provided in terms of the Preferential Procurement Policy Framework, Act 5 of 2000 and Regulations of 2011.
- 7.3 The Bid documents will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated in the Terms of Reference. **All bidders who score less than 70 out of 100 points for functionality will not be considered further.** Service Providers will be shortlisted and may possibly be invited to do a presentation on their proposals at their own cost.
- 7.4 The Bidders doing the presentation will be evaluated individually by the evaluation panel on the score sheet, using the same evaluation criteria.

7.5 This bid is expected to exceed R1 000, 000.00 and therefore the 90/10 Broad Based Black Economic Empowerment (B-BBEE) Status level contributor shall be applicable.

7.6 B-BBEE Status level contributor (10)

B- BBEE Status level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

7.7 The applicable values that will be utilized when scoring each criteria ranges from:

1 being poor: 2 being average: 3 being good: 4 being very good: 5 being excellent.

CRITERIA	SCORING INDICATOR	SCORE VALUE	WEIGHTS
Capacity to delivery on requirements	<ul style="list-style-type: none"> • Team allocated consists of five (5) personnel and more. • Team allocated consists of four (4) personnel. • Team allocate consists of three (3) personnel • Team allocate consists of two (2) personnel. • Team allocated consists of less than two (2) personnel. 	<p>5</p> <p>4</p> <p>3</p> <p>2</p> <p>1</p>	20
Capability to deliver on requirements	<ul style="list-style-type: none"> • Knowledge and experience in the provision of stationery, cartridges and toners is more than six (6) years. • Knowledge and experience in the provision of stationery, cartridges and toners for five (5) years. • Knowledge and experience in the provision of stationery, cartridges and toners for than four (4) years. • Knowledge and experience in the provision of stationery, cartridges and toners for three (3) years. • Knowledge and experience in the provision of stationery, cartridges and toners for less than three (3) years 	<p>5</p> <p>4</p> <p>3</p> <p>2</p> <p>1</p>	30

TERMS OF REFERENCE FOR THE APPOINTMENT OF SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER STATIONERY, CARTRIDGES AND TONER ITEMS TO THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION FOR A PERIOD OF 24 MONTHS.

Methodology and Approach to be used in the management of the contract	<ul style="list-style-type: none"> Methodology and approach is detailed in terms of resources allocated, confirmation of firm supply arrangements if sourcing from another company, lead times for the supply of goods and delivery periods. 	5	50
	<ul style="list-style-type: none"> Methodology and approach is detailed in terms of resources allocated, confirmation of firm supply arrangements if sourcing from another company and lead times for the supply of goods from supplier. 	4	
	<ul style="list-style-type: none"> Methodology and approach is detailed in terms of resources allocated and confirmation of firm supply arrangements if sourcing from another company. 	3	
	<ul style="list-style-type: none"> Methodology and approach outlines resources allocated. 	2	
	<ul style="list-style-type: none"> Methodology and approach is not detailed. 	1	
TOTAL			100

8. PRICING SCHEDULE

8.1 Pricing schedule should contain price per line item including delivery costs.

8.2 Monetary value (in South African Rands), VAT inclusive.

9. PENALTIES

9.1 Penalties will be imposed for milestones, targets dates and deadlines not met without providing:

9.1.1 Timely notification of such delays;

9.1.2 Reasons for the delays; and

TERMS OF REFERENCE FOR THE APPOINTMENT OF SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER STATIONERY, CARTRIDGES AND TONER ITEMS TO THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION FOR A PERIOD OF 24 MONTHS.

9.1.3 Supporting evidence which is acceptable to the DPSA that the delays were beyond the control of the Service Provider.

10. METHOD OF PAYMENT

10.1 Payment will only be made for delivered items only.

10.2 All payments will be made in South African Rand, not later than thirty (30) days after the submission of invoices.

11. TERMS AND CONDITIONS OF THE BID

11.1 The Service Provider will enter into a service level agreement with the Department, which will include:

- Period of agreement
- Project objectives and scope
- Method of communication
- Disputes
- Termination of contract
- Penalties

11.2 The contractor shall exercise all reasonable skill, care and diligence in the performance of the work hereunder and shall carry out all his responsibilities in accordance with the highest professional standards. The contractor warrants that the supply of stationery delivered by him/her under this contract shall be of high quality and corresponds to the highest standards of material and workmanship. Items should be approved by South African National Accredited Standard (SANAS). The service provider shall promptly replace, at his own expense any of the stationery which have been found by the DPSA defective and/ or not meeting the required standards.

11.3 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

NB: One (1) original and four (4) copies of the proposal must be submitted.

12. MANDATORY SUBMISSION REQUIREMENTS

The following mandatory requirements must be submitted/address when bidding:

- a. Company profile.
- b. Two current detailed references (Contract description, Contract value, client and client contact details) in relation to the provision of stationery.
- c. In the event that the bidder not being the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company (ies/suppliers) confirming firm supply arrangements including lead times in this regard must accompany the bid at the closing date and time.
- d. The said company/manufacturer/supplier issuing such a letter must confirm that it has familiarised itself with the item description/specification and bid conditions and if the bid consists of more than one item, it should be clearly indicated in respect of which item/s the supportive letter has been issued.
- e. It must be indicated in the letter that all the terms and conditions are mutually agreed upon.
- f. All Standard Bidding Documents are duly completed and signed.
- g. *Prospective bidders responding to this bid must be registered as a service provider on the Central Supplier Database (CSD). If your company is not registered on the CSD, proceed to complete the registration of your company prior to submitting your proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid. Evidence of registration of the CSD must be provided.*

NB. No bid will be awarded to a Supplier/Service Provider who has not registered on the CSD.

Failure to comply with the above-mentioned mandatory requirements will result in the disqualification of the bid.

13. REQUEST FOR FURTHER INFORMATION

All Technical and Supply Chain Management enquiries regarding the quotation may be directed to the following:

- **Ms Lizzy Teane: Tel: (012) 336 1065**
- **Mr Michael Jackson: Tel: (012) 336 1189**

ANNEXURE: A

COSTING SCHEDULE: STORES ITEM DESCRIPTIONS

ARCH LEVER FILES (CARDBOARD)	UNIT OF ISSUE	UNIT PRICE
A4 ARCH LEVER FILE, BLACK, 2 RINGS, 70MM SPINE, WITH PLASTIC COMPRESSOR	EACH	
A4 ARCH LEVER FILE BLUE, 2 RINGS, 70MM SPINE, WITH PLASTIC COMPRESSOR	EACH	
A4 ARCH LEVER FILE RED, 2 RINGS, 70MM SPINE, WITH PLASTIC COMPRESSOR	EACH	
A4 ARCH LEVER FILE GREEN, 2 RINGS, 70MM SPINE, WITH PLASTIC COMPRESSOR	EACH	
A4 ARCH LEVER, D-RING BINDER, 2 RINGS, 50MM SPINE	EACH	
TOTAL		
QUOTATION FOLDERS	UNIT OF ISSUE	UNIT PRICE
QUOTATION FOLDER, FLEXIBLE 2- HOLE FILING MECHANISM, 50 PAGE CAPACITY, PVC A4 HEAVY DUTY CLEAR PVC FRONT COVER WITH FULL COVER POCKET, BLACK REAR COVER AND SPINE.	EACH	
QUOTATION FOLDER, FLEXIBLE 2- HOLE FILING MECHANISM, 50 PAGE CAPACITY, PVC A4 HEAVY DUTY CLEAR PVC FRONT COVER WITH FULL COVER POCKET BLUE REAR COVER AND SPINE	EACH	
QUOTATION FOLDER, FLEXIBLE 2- HOLE FILING MECHANISM, 50 PAGE CAPACITY, A4 HEAVY DUTY CLEAR PVC FRONT COVER WITH FULL COVER POCKET, RED REAR COVER AND SPINE	EACH	
QUOTATION FOLDER, FLEXIBLE 2- HOLE FILING MECHANISM, 50 PAGE CAPACITY, PVC A4 HEAVY DUTY CLEAR PVC FRONT COVER WITH FULL COVER POCKET, GREEN REAR COVER AND SPINE	EACH	
FILING POCKETS, A4, MULTI PUNCHED (100 PER PACK)	PACK	
TOTAL		
A4 COLOUR PAPER, 160G	UNIT OF ISSUE	UNIT PRICE
A4 PAPER, 160G, GREEN, 100 PER PACK	PACK	
A4 PAPER, 160G, BLUE, 100 PER PACK	PACK	
A4 PAPER, 160G, YELLOW, 100 PER PACK	PACK	
A4 PAPER, 160G, PINK, 100 PER PACK	PACK	
CARDBOARD GREY 500G, 20 PER PACK	PACK	
TOTAL		
SELF ADHESIVE NOTES - PASTEL COLOURS	UNIT OF ISSUE	UNIT PRICE
SELF ADHESIVE NOTES, SMALL 37MM X 50MM, 100 SHEETS PER PAD	PAD	
SELF ADHESIVE NOTES, MEDIUM 75MM X 70MM, 100 SHEETS PER PAD	PAD	
SELF ADHESIVE NOTES, LARGE 75MM X 130MM 100, SHEETS PER PAD	PAD	
SELF ADHESIVE FLAGS, 25.4MM X 43.2MM, 50 SHEETS PER DISPENSER	DISPENSER	
SELF ADHESIVE SIGN HERE MESSAGE FLAGS, YELLOW, 25.4MM X 43.2MM, 50 SHEETS PER DISPENSER	DISPENSER	
TOTAL		
PENS/PENCILS/MARKERS	UNIT OF ISSUE	UNIT PRICE
BALLPOINT PEN, FINE-POINT, BLACK	EACH	
BALLPOINT PEN, FINE-POINT, BLUE	EACH	
BALLPOINT PEN, FINE-POINT, RED	EACH	
HB WOODEN PENCIL, SHARPENED	EACH	
CLUTCH PENCIL, 0.5MM LEAD	EACH	
LEADS FOR CLUTCH PENCIL, 0.5MM	EACH	
HIGHLIGHTER, 5MM CHISEL POINT, YELLOW	EACH	
HIGHLIGHTER, 5MM CHISEL POINT, BLUE	EACH	
HIGHLIGHTER, 5MM CHISEL POINT, GREEN	EACH	
HIGHLIGHTER, 5MM CHISEL POINT, ORANGE	EACH	
HIGHLIGHTER, 5MM CHISEL POINT, PINK	EACH	
HIGHLIGHTER, 5MM CHISEL POINT, PURPLE	EACH	
WHITEBOARD MARKER, 2MM BULLET TIP, BLACK	EACH	
WHITEBOARD MARKER, 2MM BULLET TIP,BLUE	EACH	
WHITEBOARD MARKER, 2MM BULLET TIP, GREEN	EACH	
WHITEBOARD MARKER, 2MM BULLET TIP, RED	EACH	
PERMANENT MARKER , BULLET TIP, RED	EACH	
PERMANENT MARKER, BULLET TIP, BLACK	EACH	
CORRECTION FLUID PEN, 7ML, FINE POINT	EACH	
TOTAL		

BINDING ELEMENTS	UNIT OF ISSUE	UNIT PRICE
COMB BINDING ELEMENT, 12MM, BLACK, 100 PER BOX	BOX	
COMB BINDING ELEMENT, 14MM, BLACK, 100 PER BOX	BOX	
COMB BINDING ELEMENT, 16MM, BLACK, 100 PER BOX	BOX	
COMB BINDING ELEMENT, 19MM, BLACK, 100 PER BOX	BOX	
COMB BINDING ELEMENT, 25MM, BLACK, 50 PER BOX	BOX	
A4 SLIDE BINDER, 10MM, BLACK, 10 PER PACK	PACK	
PAPER BINDER, 76MM (GRIP BINDER)	BOX	
TOTAL		

BOOKS	UNIT OF ISSUE	UNIT PRICE
TELEPHONE MESSAGE BOOK, A4 SELF CARBONISED 300, DUPLICATE 6 TO VIEW IN DUPLICATE	EACH	
A5 SHORT HAND BOOK, TOP BOUND, SOFT COVER,100 PAGES	EACH	
A4 NOTEBOOK, 2 QUIRES COUNTER BOOK, 192 PAGES	EACH	
A4 DIARIES, HARD COVER	EACH	
A5 DIARIES, HARD COVER	EACH	
INDEX SHEET, A-Z, PVC	EACH	
A3 FLIP CHARTS PAPER	EACH	
TOTAL		

STAPLERS AND STAPLES	UNIT OF ISSUE	UNIT PRICE
STAPLER, METAL PLIER TYPE, SILVER	EACH	
STAPLER, GIANT, MANUAL S, 13MM X 11MM STAPLES, CAPACITY OF 100 PAGES	EACH	
STAPLES, STANDARD, 26/6, 5000 STAPLES PER BOX	BOX	
STAPLES, STANDARD, 26/8 , 5000 STAPLES PER BOX	BOX	
STAPLES, STANDARD, 9/10, 5000 STAPLES PER BOX	BOX	
SOLA STAPLE EXTRACTOR, BLACK	EACH	
2 HOLE PUNCH, METAL, CAPACITY OF 30 SHEETS	EACH	
TOTAL		

MISCELLANEOUS	UNIT OF ISSUE	UNIT PRICE
A4 FROSTED BINDING COVERS, 100 PER PACK	PACK	
A4 CLEAR BINDING COVERS, 100 PER PACK	PACK	
OFFICE SCISSORS, LARGE, 210MM	EACH	
OFFICE SCISSORS, SMALL, 165MM	EACH	
PENCIL SHARPNER, METAL, ONE HOLE	EACH	
ERASER RUBBER 61MM X 23MM X 12.5MM	EACH	
ADHESIVE GLUE STICK, 43G	EACH	
REUSABLE ADHESIVE - PRESTIK, 100G	EACH	
ADHESIVE TAPE, HEAVY DUTY BUFF TAPE, 48MM X 50M	EACH	
ADHESIVE TAPE, CLEAR, 12MM X 50M	EACH	
DUCT TAPE, BLUE, 48MM X 25M	EACH	
DUCT TAPE, BLACK, 48MM X 25M	EACH	
SELF ADHESIVE INSTRUCTION LABELS, "URGENT", 125 PER BOX	BOX	
SELF ADHESIVE INSTUCTION LABELS, "CONFEDENTIAL", 125 PER BOX	BOX	
ENDORISING INK, WITHOUT OIL, 30ML, RED	EACH	
BATTERIES, AA ALKALINE, PENLIGHT, 1.5V, NON-RECHARGABLE	EACH	
PAPER CLIPS, SILVER, 33MM, 100 PER BOX	BOX	
RUBBER FINGER CONE (THUMB TAG), SIZE 2	EACH	
PLASTIC RULER, CLEAR, 30CM	EACH	
RUBBER BANDS, 100G, BOX SIZE 69	EACH	
EXTENSION LEAD, DOUBLE 3-PIN COUPLER, 5M (250V -10A MAX)	EACH	
8 WAY MULTIPLUG WITH SURGE PROTECTION, 4 X 16A/3 X 5A/ 1 X SCHUKO)	EACH	
RIBBON, BINDING, PINK, 5MM X 10M	EACH	
12X CD-RW, 10 PER BOX	EACH	
SUSPENSION FILE, FOOLSCAP, 25 PER BOX	EACH	
SUSPENSION FILE, A4 CAPACITY,25 PER BOX	EACH	
TOTAL		

HP CARTRIDGES 304A	UNIT OF ISSUE	UNIT PRICE
CC530A BLACK	EACH	
CC531A CYAN	EACH	
CC532A YELLOW	EACH	
CC533A MAGENTA	EACH	
TOTAL		

HP CARTRIDGES 4525	UNIT OF ISSUE	UNIT PRICE
CE262A YELLOW	EACH	
CE263A MAGENTA	EACH	
CE261A CYAN	EACH	
CE260A BLACK	EACH	
TOTAL		

HP CARTRIDGES 4700	UNIT OF ISSUE	UNIT PRICE
5950A BLACK	EACH	
54951 A CYAN	EACH	
Q5952A YELLOW	EACH	
Q5953 MAGENTA	EACH	
TOTAL		

HP CARTRIDGES 5500	UNIT OF ISSUE	UNIT PRICE
C9730A BLACK	EACH	
C9731A CYAN	EACH	
C9732A YELLOW	EACH	
C9733A MAGENTA	EACH	
TOTAL		

HP CARTRIDGES 5225	UNIT OF ISSUE	UNIT PRICE
CE740A BLACK	EACH	
CE741A CYAN	EACH	
CE742A YELLOW	EACH	
CE743A MAGENTA	EACH	
TOTAL		

HP CARTRIDGES 5525	UNIT OF ISSUE	UNIT PRICE
CE272A YELLOW	EACH	
CE273A MAGENTA	EACH	
CE271A CYAN	EACH	
CE270A BLACK	EACH	
HP P2055D (CE505A)	EACH	
TOTAL		

HP CARTRIDGES	UNIT OF ISSUE	UNIT PRICE
HP CF362A YELLOW	EACH	
HP CF363A MAGENTA	EACH	
HP CF361A CYAN	EACH	
HP CF360A BLACK	EACH	
HP LASERJET 600 (CE390A)	EACH	
TOTAL		

BROTHER TONERS/CARTRIDGES/DRUMS	UNIT OF ISSUE	UNIT PRICE
BROTHER HL-5250 DN TN-3185	EACH	
BROTHER HL-5250 DN DR-3115	EACH	
BROTHER HL4150 TN348C	EACH	
BROTHER HL4150 TN348M	EACH	
BROTHER HL4150 TN348Y	EACH	
BROTHER HL4150 TN348BK	EACH	
BROTHER HL-L 8350CDW TN369BK	EACH	
BROTHER HL-L8350CDW TN369Y	EACH	
BROTHER HL-L8350CDW TN369C	EACH	
BROTHER HL-L8350CDW TN369M	EACH	
BROTHER HL-L8350CDW DR-361CL	EACH	
BROTHER HL-6180DW	EACH	
BROTHER DR2255 (Drum)	EACH	
BROTHER MFC-7860 TN2280	EACH	

BROTHER HL-5150CDN Drum	EACH	
BROTHER TN-261BK	EACH	
WASTE TONER BOX BROTHER MFC 9120	EACH	
TOTAL		
LEXMARK CARTRIDGES	UNIT OF ISSUE	UNIT PRICE
LEXMARK MS810DN TONER	EACH	
LEXMARK MS810DN 520Z IMAGING UNIT	EACH	
TOTAL		
GRAND TOTAL OF ALL ITEMS		

NOTE

ALL UNIT PRICES ARE TO INCLUDE DELIVERY COST AND VAT

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

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.