

26.01.24
Seq. Approved



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: HP23/024GS

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

THE APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: HEAD OFFICE, PRETORIA AND JOHANNESBURG REGIONAL OFFICES FOR A PERIOD OF THIRTY SIX (36) MONTHS

CONTENTS OF BID DOCUMENT

Project title:	THE APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: HEAD OFFICE, PRETORIA AND JOHANNESBURG REGIONAL OFFICES FOR A PERIOD OF THIRTY SIX (36) MONTHS		
Project Leader:	XOLANI MAKHONCO	Bid / no:	HP23/024GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	2 Pages
PA-04(GS): Notice and invitation to tender	7 Pages
PA-09 (GS): List of returnable document	1 Page
PA-10: General Conditions of contract (GCC)	10 Pages
PA-11: Bidder's Disclosure	3 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages
PA-16 : Form for Claiming BBBEE points	10 Pages
PA-40: Declaration of designated groups for preferential procurement	2 Pages
Terms of reference	12 Pages
Submission of a fully completed Pricing Schedule: Annexure A	3 Pages
Submission of fully completed Technical Questionnaire: Annexure B	2 Pages

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: HP23/024GS

CLOSING TIME: SHARP 11:00 CLOSING DATE: 27 FEBRUARY 2024

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

BID DOCUMENTS MAY BE POSTED TO

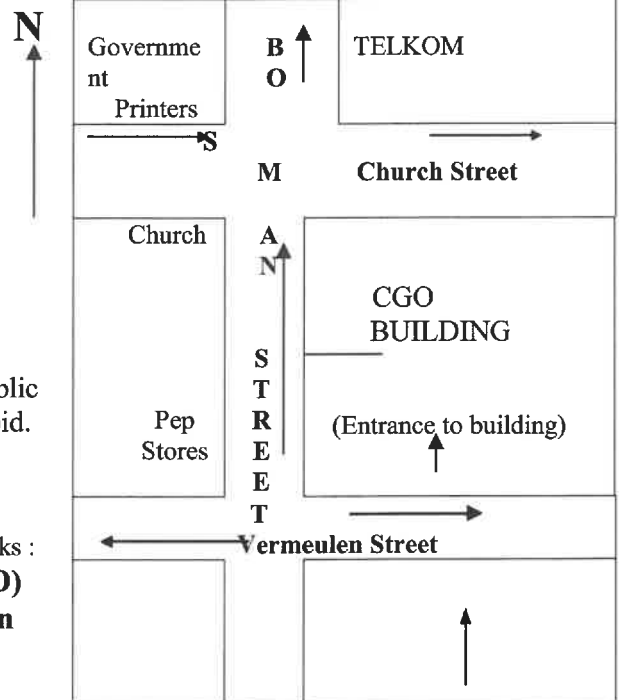
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)
c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001**



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	HP23/024GS	CLOSING DATE:	27 FEBRUARY 2024	CLOSING TIME: 11:00AM
DESCRIPTION	THE APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: HEAD OFFICE, PRETORIA AND JOHANNESBURG REGIONAL OFFICES FOR A PERIOD OF THIRTY SIX (36) MONTHS.			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
Department of Public works: CGO Building: Bosman and Madiba ST				
Pretoria Central: Reception area				
OR POSTED TO:				
Attention to Procurement Office: Bid Admin: Department of Public Works: CGO Building: Bosman and Madiba ST: Private bag x65				
Pretoria Central:0001				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE	NUMBER		
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE	NUMBER		
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
		TCS PIN:	OR	CSD No:
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPWI	CONTACT PERSON	Xolani Makhonco
CONTACT PERSON	KGOMOTSO MABELEBELE	TELEPHONE NUMBER	012 406 1760 / 083 631 7969
TELEPHONE NUMBER	012 406 2017	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Xolani.Makhonco@dpw.gov.za
E-MAIL ADDRESS	Kgomotso.Mabelebele@dpw.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

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

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF THE APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: HEAD OFFICE, PRETORIA AND JOHANNESBURG REGIONAL OFFICES FOR A PERIOD OF THIRTY SIX (36) MONTHS

Project title:	THE APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: HEAD OFFICE, PRETORIA AND JOHANNESBURG REGIONAL OFFICES FOR A PERIOD OF THIRTY SIX (36) MONTHS
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Bid no:	HP23/024GS		
Advertising date:	26 JANUARY 2024	Closing date:	27 FEBRUARY 2024
Closing time:	11:00AM	Validity period:	84 days

1. FUNCTIONALITY CRITERIA APPLICABLE YES NO

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria: ¹	Weighting factor:
The Bidder must submit municipality services account or Lease agreement(s) or letter from Tribal Authority as proof of physical business address not older than three months in relation to the Gauteng Offices of the Department of Public Works and Infrastructure. Two offices (JHB and Pretoria) in the Province = 5 points Only one office (JHB or Pretoria) in the Province = 3 points Offices outside of the Province = 0 point	20
Standard monthly management reports covering the following areas: orders received, age analysis, orders delivered, orders outstanding and orders paid by the Bidder. Please provide an example(s) of your template covering the above mentioned reports. 5 areas = 5 points 4 areas = 4 points 3 areas = 3 points 2 areas = 2 points 1 area = 1 point No areas = 0 point	30
Bidder's capacity to demonstrate delivery period by providing reference letters from clients confirming adherence to the delivery period. 1 to 2 calendar days or less = 5 points 3 to 7 calendar days or less = 4 points 8 to 14 calendar days or less = 3 points 15 to 21 calendar days or less = 2 points 22 to 30 calendar days or less = 1 point	20

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Company experience and provision of reference letters with regard to management and completion of comparable projects. The entity's client references submitted on a client's company letter head including the following details: (i) Company name and details (ii) Value of the stationery sales supplied by the Bidder (iii) Term of supply contract [months/years/ad hoc basis]	30
Managed 5 contracts with 5 reference letters = 5 points Managed 4 contracts with 4 reference letters = 4 points Managed 3 contracts with 3 reference letters = 3 points Managed 2 contracts with 2 reference letters = 2 points Managed 1 contract with 1 reference letter = 1 point	
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	60
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(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).

Not to compromise the quality of the service required.
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2. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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2.1. Indicate which preference points scoring system is applicable for this bid:

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>

7	<input checked="" type="checkbox"/>	Submission of a fully completed Pricing Schedule: Annexure A
8	<input type="checkbox"/>	Specify other responsiveness criteria
9	<input type="checkbox"/>	Specify other responsiveness criteria
10	<input type="checkbox"/>	Specify other responsiveness criteria
11	<input type="checkbox"/>	Specify other responsiveness criteria

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	Submission of fully completed Technical Questionnaire: Annexure B
8	<input type="checkbox"/>	Specify other responsiveness criteria
9	<input type="checkbox"/>	Specify other responsiveness criteria
10	<input type="checkbox"/>	Specify other responsiveness criteria

3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals:

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p>

OR			National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

5. COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address 256 Madiba Street, Pretoria, CBD, Room 121. A non-refundable bid deposit of R 700.00 is payable, (Cash only) is required on collection of the bid documents.
- A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

DPWI Project Manager	Xolani Makhonco	Telephone no:	012 406 1760
Cellular phone no	083 631 7969	Fax no:	
E-mail	Xolani.Makhonco@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

SCM Official	Kgomotso Mabelebele	Telephone no:	012 406 2017
Cellular phone no		Fax no:	
E-mail	Kgomotso.Mabelebele@dpw.gov.za		

7. DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65</p> <p>Pretoria 0001</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 121</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	<p>OR</p>	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>256 Madiba Street CGO Building Corner Bosman and Madiba Street Room 121</p>
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PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	THE APPOINTMENT OF A PANEL OF SERVICE PROVIDER(S) TO SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: HEAD OFFICE, PRETORIA AND JOHANNESBURG REGIONAL OFFICES FOR A PERIOD OF THIRTY SIX (36) MONTHS		
Project Leader:	XOLANI MAKHONCO	Bid / Quote no:	HP23/024GS

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	01 Page	<input type="checkbox"/>
Map	01 Page	<input type="checkbox"/>
Bid form of offer (PA 32)	03 Pages	<input type="checkbox"/>
PA 04 (GS):Notice and invitation to tender	07 Pages	<input type="checkbox"/>
PA 09 (GS):List of returnable documents	01 Page	<input type="checkbox"/>
PA-10(GS):General Conditions of contract	10 Pages	<input type="checkbox"/>
PA-11(GS) Bidder's Disclosure	03 Pages	<input type="checkbox"/>
PA-15.1: Resolution of board of Directors	02 Pages	<input type="checkbox"/>
PA-15.2:Resolution of board of Directors to enter into consortia or joint venture	02 Pages	<input type="checkbox"/>
PA-15.3:Special resolution of consortia or joint ventures	03 Pages	<input type="checkbox"/>
PA-16:Preference Points Claim form	10Pages	<input type="checkbox"/>
PA-40: Declaration of designated groups for preferential procurement	02 Pages	<input type="checkbox"/>
Terms of reference	12 Pages	<input type="checkbox"/>
Submission of a fully completed Pricing schedule: Annexure A	03 Pages	<input type="checkbox"/>
Submission of fully completed Technical Questionnaire: Annexure B	02 Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

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**
33. **National Industrial Participation Programme (NIPP)**
34. **Prohibition of restrictive practices**

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 fulfilment of other obligations stipulated in the contract.

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

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

17. Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the 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 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 12 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

33. National Industrial Participation Programme (NIPP)

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.

Name of Bidder	Signature	Date

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

- Note:*
- * Delete which is not applicable*
 - NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise*
 - Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page*

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

	80/20
PRICE	
SPECIFIC GOALS	
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			<p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p>

			<ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.

	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

OR

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

Public Company
 Personal Liability Company
 (Pty) Limited
 Non-Profit Company
 State Owned Company
 [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature
	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

**THE APPOINTMENT OF A PANEL OF SERVICE
PROVIDER(S) TO SUPPLY AND DELIVERY OF
OFFICE STATIONERY
FOR THE
NATIONAL DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE: HEAD OFFICE, PRETORIA AND
JOHANNESBURG REGIONAL OFFICES
FOR A PERIOD OF THIRTY SIX (36) MONTHS**

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1 PURPOSE

The purpose of this document is to invite bid proposal to submit for the supply and delivery of office stationery to the National Department of Public Works and Infrastructure (NDPWI): Head Office, Pretoria and Johannesburg Regional Offices.

2 ABOUT THE DEPARTMENT

As the key provider of accommodation for government departments, the National Department of Public Works and Infrastructure (NDPWI) plays a critical role in providing an enabling environment for the effective implementation of social and economic development. Its mandate is governed largely by the Government Immovable Asset Management Act of 2007 (GIAMA). This is a functional continuation of the Department's pre-1994 role which was to deliver government infrastructure through public works programmes and accompanied by job-creation mechanisms.

Bids are hereby invited from prospective bidders that can comply with all requirements stipulated in the bidding documents and the terms of reference. The Department intends to appoint a panel of five (5) service providers under this bid. However, it remains the absolute right of the Department to appoint less than five (5) service providers.

3 PROBLEM STATEMENT

The Department used to procure its office stationery from a term contract which will expire on the 28th of March 2024. NDPWI's intent is to source all such goods from a panel of five (5) provincial preferred bidders capable of servicing NDPWI's requirements. Any contract(s) resulting through this process will be for a period of thirty six (36) months.

NDPWI is seeking partners who will improve delivery lead times and current processes by providing these Goods.

NDPWI intends to realise the following benefits from such a relationship:

- a) Reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and achieve availability that meets user needs while reducing costs for both parties.
- b) NDPWI must receive proactive improvements from the Suppliers with respect to supply of Goods and related processes.
- c) NDPWI end users must be able to rely on the chosen Suppliers for service enquiries, recommendations and substitutions.
- d) NDPWI must reduce costs by streamlining its acquisition of goods.

4 SCOPE OF REQUIREMENTS/ PROJECT PROPOSAL

The department intends to appoint and enter into Service Level Agreement with Service Providers not exceeding five (5) who are to provide the required services. In the absence of suitable and qualifying service providers, the Department reserves the right to reduce this number. The service providers will be utilised on a rotational basis

for a period of thirty six (36) months. The allocation of the first request will be assigned from the highest scoring bidder to the lowest scoring bidder amongst the appointed service providers using the scaling down principle.

The appointed service providers should be able to respond within 8 hours of placing the order in case an urgent request. Service providers must price as per Annexure A (Pricing Schedule).

Service Providers must avail a Key Manager to be responsible for the implementation and co-ordination of the agreement. Proposed rates must be firm for the first twelve (12) months after signing of the Service Level Agreement with an escalation rate based on the CPI for twelve (12) months thereafter.

Quantities are purely estimates for evaluation purposes and do not in any way represent the total quantity of orders to be made under this bid. This bid is purely risk-based depending on the needs of the department. Successful acceptance thereof does not guarantee any amount of work. Service will be ordered as and when required by the department.

Descriptions of the Goods to be supplied to NDPWI by the successful Bidder(s) are itemised in **Annexure A – Pricing Schedule**, appended hereto. Bidders must fully complete Annexure A (Pricing Schedule).

The technical scope of requirements for the supply of the Goods is as detailed below. Bidders will be evaluated for their technical and functional abilities to meet these requirements.

*In response to the Technical requirements below, Bidders to complete the **Technical Questionnaire Checklist** appended hereto as **Annexure B**. It is compulsory to return both Annexures with all supporting documentation (or evidence) as specified.*

4.1 Capacity

Bidders must indicate their capacity to perform by providing the following information:

- a) Number of years the entity has been providing a stationery solution
- b) The entity's client references submitted on a client's company letter head including the following details:
 - (i) Company name and details
 - (ii) Value of the stationery sales supplied by the Bidder
 - (iii) Term of supply contract [months/years/ad hoc basis]

4.2 Delivery and Distribution

Please note, Bidders should indicate in **Annexure B** their service levels”

- a) Fast moving items [required within 48 hours] will be kept to a minimum, but must not incur handling surcharges.
- b) Orders must be delivered on-time and where possible in full as per the quantity and delivery period specified.

- c) Should a Bidder fail to deliver in the required timeframe within the panel, the Department reserves the right to source the items from other service providers within the panel. If the panellist fails to deliver the required service, the department reserve the right to source the items from outside the appointed panel and recover any difference in cost from the appointed Bidder.
- d) **Small orders deliveries < R 2000** Bidders must be able to deliver small value orders below R 2000 [Two thousand Rand]

4.3 Ordering

- a) Bidders must be able to receive and respond to a request for quotation through email within normal working hours.
- b) NDPWI will issue an order based on the quantity as and when required by the various Line Functions.
- c) All orders must be acknowledged within 6 hours of receipt during working hours [07:30 – 16:00, Monday to Friday, excluding weekends and public holidays]
- d) Bidders' ordering systems and processes must be in alignment with NDPWI's requirements.

4.4 Management Reporting

Standard monthly management reports covering the following areas: orders received, age analysis, orders delivered, orders outstanding and orders paid by the Bidder. **Please provide an example(s) of your template covering the above mentioned reports.**

4.5 Electronic and Hardcopy Catalogue

The Supplier will be expected to develop a hardcopy and an electronic catalogue, at its own cost. **Please provide an excerpt from your current catalogue(s)** so as to enable assessment of your capability in this respect. The successful Bidder will be expected to ensure that its electronic catalogue is compatible and readable with NDPWI's systems.

4.6 Regional Representation

Please give the details of your company offices, their respective locations and addresses of the business premises within the region.

4.7 Quality of Photocopying Paper

It is a pre-requisite that the successful Bidder(s) will supply Copy Paper to NDPWI which has been manufactured and supplied in compliance with the following certification and weight specification:

- a) ISO 140001 [Environments Management System]
- b) ISO 9001 [Quality Management System]
- c) DPWI requires
 - A4 80g/m² quality copy paper.
 - A3 80g/m² quality copy paper
 - A0 80g/m² quality plotter paper
 - A1 80g/m² quality plotter paper

4.8 Acceptance of Service Levels

- a) Bidders must indicate their acceptance of the service levels set out in Section 8.
- b) Bidders are also to note that NDPWI may request on an ad-hoc basis items that may not have been listed in the provided schedule and therefore should expect NDPWI to request a quotation for such items as and when NDPW requires them. The NDPWI reserves the right not to accept the quote and to source the items from a different supplier.

5 GENERAL INFORMATION

- 5.1 The Bidder(s) shall be fully responsible to NDPWI for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Bidder(s) must provide the information requested and comply with the requirements stated in this Request for Proposal (RFP).

6 “AS AND WHEN REQUIRED” CONTRACTS

- 6.1 Purchase orders will be placed with the Bidder(s) from time to time as and when Goods are required.

- 6.2 NDPWI reserves the right to place purchase orders until the last day of the contract for deliveries to be effected within the delivery period / lead time specified beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 6.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods offered by the Bidders will be used as guidelines in establishing lead times and weekly/monthly delivery requirements with the Bidder.

7 SERVICE LEVELS

- 7.1 An experienced account representative will be required to work with NDPWI's Provisioning Administration.
- 7.2 NDPWI will have quarterly reviews with the Supplier's account (Key Manager) representative during the contract period.
- 7.3 NDPWI reserves the right to request the replacement of any member of the Bidder's team responsible for the NDPWI account. The reason(s) for such a request will be disclosed to the Bidder.
- 7.4 NDPWI will return any wrong deliveries at the cost of the Bidder.
- 7.5 Failure by the Bidder to comply with the stated service level requirements, which will be formalised during the contract processing phase by including a Service Level Agreement [SLA], would give DPWI the right to cancel the contract in accordance within the contract stipulations.

8 GREEN ECONOMY / CARBON FOOTPRINT

Whereas NDPWI cannot prescribe a Bidder's commitment to environmental issues, DPWI would wish to understand if your company is committed to key environmental characteristics such as waste disposal, recycling and energy conservation.

9 REGION

Bidders are referred to the below addresses of the Regions for which they are tendering for.

Regions	Physical address
DPW Head Office	CGO Building, No 256 Madiba Street, Pretoria, 0001
Johannesburg	Mineralia Building, No 78 De Korte Street, Braamfontein, 2017
Pretoria	AVN Building, No 251 Nana Sita Street, Pretoria, 0001

10. EVALUATION METHODOLOGY AND CRITERIA

Stage 1: FUNCTIONALITY EVALUATION

Functionality criteria: ¹	Weighting factor:
<p>The Bidder must submit municipality services account or Lease agreement(s) or letter from Tribal Authority as proof of physical business address not older than three months in relation to the Gauteng Offices of the Department of Public Works and Infrastructure.</p> <p>Two offices (JHB and Pretoria) in the Province = 5 points</p> <p>Only one office (JHB or Pretoria) in the Province = 3 points</p> <p>Offices outside of the Province = 0 point</p>	<p>20</p>
<p>Standard monthly management reports covering the following areas: orders received, age analysis, orders delivered, orders outstanding and orders paid by the Bidder.</p> <p><u>Please provide an example(s) of your template covering the above mentioned reports.</u></p> <p>5 areas = 5 points</p> <p>4 areas = 4 points</p> <p>3 areas = 3 points</p> <p>2 areas = 2 points</p> <p>1 area = 1 point</p> <p>No areas = 0 point</p>	<p>30</p>
<p>Bidder's capacity to demonstrate delivery period by providing reference letters from clients confirming adherence to the delivery period.</p> <p>1 to 2 calendar days or less = 5 points</p> <p>3 to 7 calendar days or less = 4 points</p> <p>8 to 14 calendar days or less = 3 points</p> <p>15 to 21 calendar days or less = 2 points</p> <p>22 to 30 calendar days or less = 1 point</p>	<p>20</p>

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

<p>Company experience and provision of reference letters with regard to management and completion of comparable projects. The entity's client references submitted on a client's company letter head including the following details:</p> <p>(i) Company name and details</p> <p>(ii) Value of the stationery sales supplied by the Bidder</p> <p>(iii) Term of supply contract [months/years/ad hoc basis]</p> <p>Managed 5 contracts with 5 reference letters = 5 points</p> <p>Managed 4 contracts with 4 reference letters = 4 points</p> <p>Managed 3 contracts with 3 reference letters = 3 points</p> <p>Managed 2 contracts with 2 reference letters = 2 points</p> <p>Managed 1 contract with 1 reference letter = 1 point</p>	<p>30</p>
Total	100

The minimum threshold of **60%** must be met or exceeded to be further evaluated in terms of Price and Preference points.

11. PRICING GUIDELINE

*Bidders must read the Pricing Guideline in conjunction with the Pricing schedule to be completed and returned as a signed hard copy of **Annexure A – Pricing Schedule***

Notes to Pricing:

11.1 All Prices must be quoted in South African Rand, inclusive of VAT

11.2 Prices costed must be held valid as per item 12.7, item 12.8 and item 12.9 below

11.3 Prices quoted not on the Ad hoc list must be held valid for a period of 30 [thirty] days

11.4 Bidders must quote for all items [Office Stationery and Copy Paper] or the Bid will be deemed non-responsive.

12. PRICING

- 12.1 All prices quoted must be on a unit basis [i.e. price includes cost per unit to DPWI], including VAT.
- 12.2 Transport must be costed at 4 deliveries per location per month and must be **included in the unit price of the items required.**
- 12.3 Whilst the list of items provided in **[Annexure A]** for basic supplies represents a close approximation to NDPWI's final contract list, NDPWI fully expects to work with the Bidder during the implementation period to standardise some products, make generic substitutions as per the Bid Offer and add certain products that are not currently listed.
- 12.4 An "Ad Hoc" list of general stationery items, may be required by NDPWI from time to time.
- 12.5 Bidders must quote on the exact terms, units of measure and quantity specified [i.e. box, packet, each, ream, pad, roll, cube, etc.]. **Failure to comply with this instruction will disqualify a Bidder from consideration.**
- 12.6 When NDPWI refers to a patented product or the name of a manufacturer or a certain trade mark or brand, it shall only be to indicate the type or quality of the product required and not to limit competition to that particular brand.
- 12.7 Copy Paper prices must be kept firm for at least 6 [six] months and the prior notice period for any proposed adjustment will be 6 [six] weeks.
- 12.8 Office Stationery prices must be fixed for 12 [twelve] months and the prior notice period for any proposed adjustment will be 6 [six] weeks.
- 12.9 Price increases will be linked to the CPI + 1%.
- 12.10 If price(s) are subject to adjustment, such adjustment shall not be effective until accepted and approved by the delegated authority within NDPWI.
- 12.11 Bidders are to note that the price applicable on the day of placing the order will be the price paid by NDPWI irrespective of the delivery period on the purchase order.

13 BILLING AND PAYMENT TERMS

- a) Billing must be processed per individual office and cost centre as provided by NDPWI.
- b) The order number, banking details, account number etc. must appear on all invoices and statements.
- c) NDPWI invoicing and payment terms shall be in accordance with NDPWI Standard Terms and Conditions of Contract

14 PRICE SCHEDULE

Bidders are requested to complete the attached Annexure A and transfer the price offer to the PA32 (Form of Offer).

15 DELIVERY SCHEDULE

The table below is an indication of the number of deliveries per month per office:

Region	Number of Deliveries per month
Head Office PTA	4
Johannesburg	4
Pretoria	4

Bidders should include in the individual item unit cost, **4 deliveries** per month per office.

Technical Enquiries

Mr. Xolani Makhonco

E-mail: Xolani.Makhonco@dpw.gov.za

Tel: 012 406 1760

Bid Administration Enquiries

Ms. Kgomotso Mabelebele

E-mail: kgomotso.mabelebele@dpw.gov.za

Tel: 012 406 2017

**ANNEXURE A : PRICING SCHEDULE
OFFICE: GAUTENG**

ITEM NUMBER LIST#	ITEM DESCRIPTION	AVERAGE QUANTITY IN UNIT OF ISSUE	UNIT OF ISSUE (UOI)	PRICE PER UNIT OF ISSUE	VAT	TOTAL PRICE INCLUSIVE OF VAT
1	BIG DESK PENCIL SHARPENER	1	EACH			
2	BINDING COVERS A4 FROSTED SHEETS	1	PACKET			
3	BINDING ELEMENT 12MM (BLACK) (100 ELEMENTS IN A BOX) COMB	1	BOX			
4	BINDING ELEMENT 16MM (BLACK) (100 ELEMENTS IN A BOX) COMB	1	BOX			
5	BINDING ELEMENT 22MM (BLACK) (100 ELEMENTS IN A BOX) COMB	1	BOX			
6	BINDING ELEMENT 28MM (BLACK) (100 ELEMENTS IN A BOX) COMB	1	BOX			
7	BINDING ELEMENT 38MM (BLACK) (100 ELEMENTS IN A BOX) COMB	1	BOX			
8	BINDING ELEMENT 45MM (BLACK) (100 ELEMENTS IN A BOX) COMB	1	BOX			
9	BINDING ELEMENT 51MM (BLACK) (100 ELEMENTS IN A BOX) COMB	1	BOX			
10	CALCULATOR - 12 DIGIT ELECTRONIC	1	EACH			
11	CALCULATOR - FINANCIAL HEAVY DUTY PRINT AND DISPLAY	1	EACH			
12	CELLOTAPE 55 X 66	1	ROLL			
13	CLIP BOARD MASONITE 240 X 380MM	1	EACH			
14	ERASER, PENCIL, IN A SLEEVE	1	EACH			
15	FILE DIVIDER A4 - 1-12, DIVISION(WHITE) MULTI-PUNCHED	1	SET			
16	FILE DIVIDER A4 - A-Z, 20 DIVISION (BRIGHT SOLID COLOURS) MULTI-PUNCHED	1	SET			
17	FILE DIVIDER A4 - 1-12 DIVISION(BRIGHT SOLID COLOURS) MULTI-PUNCHED	1	SET			
18	FILE DIVIDER A4 - A-Z, 20 DIVISION FILE DIVIDER (WHITE) MULTI-PUNCHED	1	SET			
19	FILE DIVIDER A4 5 TABS (BRIGHT SOLID COLOURS) MULTI PUNCHED	1	SET			
20	FILE DIVIDER A4 10 TABS (BRIGHT SOLID COLOURS) MULTI PUNCHED	1	SET			
21	FILE DURAPLUS A4 WITH CLEAR FRONT POCKETS (VARIOUS COLOURS)	1	EACH			
22	A4 MEDIUM WEIGHT FILE ECONOMY RANGE WITH FLAPS	1	BOX			
23	A4 HEAVY WEIGHT FILE WITH FLAPS	1	BOX			
24	FILING POCKETS A4 PLASTIC BINDING EDGE MULTI PUNCHED	1	PACKET			
25	FINGER CONES VARIOUS SIZES	1	BOX			
26	FLIPCHART PAPER PERFORATED	1	PAD			
27	FOLD BACK PAPER CLIPS (19MM)	1	BOX			
28	FOLD BACK PAPER CLIPS (32MM)	1	BOX			
29	FOLD BACK PAPER CLIPS (77MM)	1	BOX			
30	FOLDER QUOTATION ASSORTED COLOURS WITH WHITE STRIP AND FILING MECHANISM	1	BOX			
31	GEMCLIP/PAPER SILVER 30MM	1	BOX			
32	GEMCLIP/PAPER SILVER 50MM	1	BOX			
33	GLUE ALL PURPOSE CLEAR ADHESIVE GLUE 25ML	1	EACH			
34	GLUE STICK 20G	1	EACH			

35	GLUE STICK 40G		1	EACH
36	HIGHLIGHTERS ASSORTED COLOURS		1	EACH
37	INDIAN TAGS (FOR FILING)		1	BOX
38	INK ENDORSING RED / BLACK 30 ML		1	EACH
39	INK, PAD 110MM X 147MM		1	PAD
40	LABELS WHITE SHEET FORM 32 X50MM		1	SHEET
41	LETTER OPENER STEEL		1	EACH
42	LEVER ARCH FILES A4 BOARD ASSORTED COLOURS 80MM		1	EACH
43	LEVER ARCH FILES A4 PVC WITH MECHANISM ASSORTED COLOURS 75MM		1	EACH
44	LEVER ARCH PVC WHITE CREATE A COVER CLEAR POCKET 2D RING BINDER		1	EACH
45	MEMO CUBE REFILLS 800 BOND SHEETS ASSORTED COLOURS		1	CUBE
46	MARKER PERMANENT MEDIUM BULLET POINT		1	EACH
47	PAPER BINDER STEEL 25MM		1	BOX
48	PAPER BINDER STEEL 51MM		1	BOX
49	PAPER BINDER STEEL VARIOUS SIZES		1	BOX
50	PAPER BOND A4 80 GM		1	REAM
51	PAPER BOND A3 80 GM		1	REAM
52	PAPER BOND A4 80 GM COLOUR (VARIOUS COLOURS)		1	REAM
53	PAPER BOND A3 80 GM COLOUR (VARIOUS COLOURS)		1	REAM
54	CARBON PAPER A4 PAD 100 SHEETS		1	EACH
55	A1 PAPER 841MM X 50M		1	ROLL
56	A0 PAPER 1189MM X 50M		1	ROLL
57	PLASTIC REFUSE BAGS 910MMX760		1	ROLL
58	PEN, BALL-POINT , BLUE		1	EACH
59	PEN, BALL-POINT , RED		1	EACH
60	PEN, BALL-POINT , BLACK		1	EACH
61	PENCIL TRADITIONAL HB		1	EACH
62	PENCIL LEAD 0.5MM		1	TUBE
63	PENCIL LEADS 0,7MM		1	TUBE
64	PENCIL SHARPENER METAL ONE HOLE WEDGE SHAPE		1	EACH
65	PENCIL CLUTCH MECHANICAL 0,5MM LEAD NON SLIP RUBBER BARREL		1	EACH
66	POUCHES FOR LAMINATING A4		1	PACKET
76	POUCHES FOR LAMINATING A3		1	PACKET
86	POP- UP SIGN HERE FLAGS 45MMX12MM ASSORTED COLOURS		1	EACH
96	PRESTIK 100G		1	EACH
70	PUNCH, OFFICE PAPER 1-HOLE METAL , PUNCH 30 SHEETS		1	EACH
71	PUNCH, OFFICE PAPER 2-HOLE; METAL PAPER ADJUSTER, PUNCH 30 SHEETS		1	EACH
72	PUNCH,PAPER 2-HOLE HEAVY DUTY PAPER ADJUSTER, PUNCH 72 SHEETS		1	EACH
73	RING BINDER A4 BOARD 2 RING 40MM ASSORTED COLOURS		1	EACH
74	RING BINDER A4 BOARD 2 RING 25MM ASSORTED COLOURS		1	EACH
75	RING BINDER A4 PVC 2 RING 25MM ASSORTED COLOURS		1	EACH
76	RING BINDER A4 PVC 2 RING 40MM ASSORTED COLOURS		1	EACH
77	RUBBER BANDS, ASSORTMENT		1	PACKET

78	RUBBER BANDS, 38		1	PACKET				R	
79	RUBBER BANDS, 69		1	PACKET				R	
80	RUBBER BANDS, 75		1	PACKET				R	
81	RUBBER BANDS, 89		1	PACKET				R	
82	RULER CLEAR PLASTIC 30CM		1	EACH				R	
83	SCISSORS ASSORTED COLOURS 170MM STAINLESS STEEL BLADE		1	EACH				R	
84	STAPLER GIANT		1	EACH				R	
85	STAPLER OFFICE METAL S17		1	EACH				R	
86	STAPLES 26/6		1	BOX				R	
87	STAPLES, GIANT, 66/8		1	BOX				R	
88	STAPLE REMOVER		1	EACH				R	
89	STAPLE REMOVER FOR GIANT STAPLES		1	EACH				R	
90	STICK NOTE SELF ADHESIVE 130MM X 85MM ASSORTED COLOURS		1	EACH				R	
91	STICK NOTE SELF ADHESIVE 51MM X 38MM ASSORTED COLOURS		1	PAD				R	
92	STICK NOTE SELF ADHESIVE 75MM X 70MM ASSORTED COLOURS		1	PAD				R	
93	TAPE, CELLOTAPE, ASSORTED COLOURS 18MM X 66M		1	EACH				R	
94	TAPE, CELLOTAPE,ASSORTED COLOURS 12MM X 66M		1	EACH				R	
95	TAPE, POST-IT TAPE FLAG; ASSORTED COLOURS		1	EACH				R	
96	WHITEBOARD BOARD,MARKER ASSORTED COLOURS, MEDIUM BULLET POINT		1	EACH				R	
97	WRITING BOOK A4 HARDCOVER COUNTER BOOK FEINT RULED 192 PAGES		1	EACH				R	
98	WRITING A5 SHORTHAND NOTEBOOKS(NO CENTRE LINE) TOP BOUND		1	EACH				R	
99	WRITING EXAMINATION PAD A4, 100 SHEETS PUNCHED		1	EACH				R	
TOTAL COST (ITEMS TO BE ADDED UP)								R	R

ALL ITEMS MUST BE PRICED OR THE BID WILL BE DEEMED NON-RESPONSIVE

Transport cost for 4 deliveries a month must be incorporated into the unit cost above

The total price inclusive of VAT must be according to the unit of issue

Clearly indicate for which office this bid is for

NDPW: OFFICE

Total price inclusive of VAT

R

TOTAL PRICE TO BE TRANSFERRED TO THE BID OFFER FORM INCL OF VAT

Signature of Bidder

Date

Annexure B : Technical Questionnaire Checklist

Please respond by completing the "Questionnaire Responses" section of this Annexure. All Supporting Documentation required must be submitted. Respondents must respond to all Technical criteria. Should you wish to provide further details, please submit such input on a separate page.

Technical Criteria		Questionnaire Responses				Supporting Documentation
<p>Capacity:</p> <p>How many years has your company been in operation for the supply of general stationery, paper and computer consumables?</p> <p>List at least five of your company's client details as set out in the table:</p> <p>List at least five of your supplier's details per category for office stationery, paper and computer consumable in the required format:</p> <p>Would you provide a key account manager for the NDPWI account ?</p>	Number of years:	Annual value of sales	Duration of business relationship			<p>Submit letters from these clients confirming the details given</p>
	Name of Company	Contact Person	Telephone			
<p>Delivery and Distribution:</p>						
Can you commit to delivering orders within 2 days to all sites/locations in the province ?	Yes	No	Tick your response in the respective box			Submit references from clients to whom you have delivered orders within 48 hours. If you cannot meet 48 hours please give an indication of your delivery time and client references.
Can you commit to delivering orders within 7 days to all sites/locations in the province ?	Yes	No	Tick your response in the respective box			Submit references from clients to whom you have delivered orders within 48 hours. If you cannot meet 48 hours please give an indication of your delivery time and client references.
Can you commit to delivering orders within 14 days to all sites/locations in the province ?	Yes	No	Tick your response in the respective box			Submit references from clients to whom you have delivered orders within 48 hours. If you cannot meet 48 hours please give an indication of your delivery time and client references.
Can you commit to delivering orders within 21 days to all sites/locations in the province ?	Yes	No	Tick your response in the respective box			Submit references from clients to whom you have delivered orders within 48 hours. If you cannot meet 48 hours please give an indication of your delivery time and client references.
Can you commit to delivering orders within 30 days to all sites/locations in the province ?	Yes	No	Tick your response in the respective box			Submit references from clients to whom you have delivered orders within 48 hours. If you cannot meet 48 hours please give an indication of your delivery time and client references.
Can you guarantee delivery of all rush/urgent orders within 24 hours of receipt of order ?	Yes	No	Tick your response in the respective box			Submit confirmation that indicates the maximum parcel size/weight your company has delivered and would be able to deliver
Do you have the capability of "loading dock" deliveries or "carry-in" Site deliveries? (Certain Sites/Locations might require deliveries to be received at a central NDPWI)	Yes	No	Tick your response in the respective box			Submit references from clients to whom you have provided orders on time and in full
Can you deliver all orders on-time and in full ?	Yes	No	Tick your response in the respective box			
<p>Small Order Deliveries < R2000:</p> <p>Would you be willing to supply low value orders < R2,000 ?</p>						
Yes	No		Tick your response in the respective box			Submit a reference from a client to whom you have provided this service
<p>Ordering:</p>						

<p>*Do you have the ability to receive and respond to all orders via email, fax or text-to-email ?</p> <p>Do you agree to acknowledge orders within 6 hours during a business day [07:30 - 16:00] ?</p> <p>Does your entity use an ordering system that would be compatible and readable by NDPWT ?</p>	<p>Yes*</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p>	<p>Tick your response in the respective box</p> <p>Tick your response in the respective box</p> <p>Tick your response in the respective box</p>	<p>Submit references from clients for whom you have acknowledged receipt of orders within the agreed timelines (6 hours)</p>
<p>Management Reporting:</p> <p>Can you provide quarterly reviews of NDPWT's spend via email/CD to each purchasing department ? [Excel is the minimum requirement, however other formats are also acceptable]</p> <p>Would you develop and consolidate monthly Management Reporting detailing usage, costs, exceptions, service levels and rebates ?</p>	<p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p>	<p>Tick your response in the respective box</p> <p>Tick your response in the respective box</p>	<p>Provide samples of reporting templates or reports provided to clients in the past</p> <p>Submit a template your company currently uses to report usage to your clients.</p>
<p>Catalogue:</p> <p>*Can you provide a hardcopy and electronic catalogue ?</p>	<p>Yes*</p>	<p>No</p>	<p>Tick your response in the respective box</p>	<p>Submit example of proposed catalogue</p>
<p>Inventory:</p> <p>Would you assist NDPWT to run a stockless office supply program?</p> <p>Do you agree to "buy back" any [Usable] stock which is no longer required by NDPWT within 30 [thirty] business days of such written notification by NDPWT?</p> <p>Can you confirm that no restocking charges or return fees will be raised on stock or non-stock items?</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p>	<p>Tick your response in the respective box</p> <p>Tick your response in the respective box</p> <p>Tick your response in the respective box</p>	<p>Submit plan on how you would intend to assist NDPWT to achieve its goal to run a stockless supply program</p>
<p>Regional Representation:</p> <p>List the number of offices your company has per province and the NDPWT Site(s) which each will be servicing.</p>	<p>No of Offices</p>	<p>Provinces</p>	<p>Town/City</p>	<p>NDPWT Sites to be Serviced [Refer to Section 13 of the RFP]</p>
<p>Control measures to mitigate NDPWT's risk exposure:</p> <p>Elaborate on the control measures which would be put in place by your company to mitigate the risk to NDPWT pertaining to non-performance in relation to:</p> <p>(i) Quality and specification of good required by NDPWT</p> <p>(ii) Continuity of supply</p>	<p>Complete Section 11 of the RFP or provide a separate response</p>			
<p>Respondent's carbon footprint:</p> <p>What is your company's policy and/or commitment with regard to environmental issues ?</p>	<p>Provide a report indicating your company's position with regard to environmental issues In response to Section 12.</p>			
<p>Quality of paper supplies:</p> <p>*Will your paper supplies be in compliance with the standards prescribed in Section 5.11.1 ?</p>	<p>Yes*</p>	<p>No</p>	<p>Tick your response in the respective box</p>	
<p>Acceptance of Service Levels:</p> <p>*Do you accept the service levels prescribed in Section 9 of the RFP?</p>	<p>Yes*</p>	<p>No</p>	<p>Tick your response in the respective box</p>	