



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

CENTRAL OFFICE

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WATERBERG TVET COLLEGE

**REQUEST POTENTIAL BIDDERS FOR PROPOSALS (RFP) APPOINTMENT OF A
SERVICE PROVIDER FOR RENTAL, SERVICE AND MAINTENANCE OF
PHOTOCOPIER MACHINES FOR WATERBERG TVET COLLEGE FOR A
CONTRACT PERIOD OF THE THREE (3) YEARS (36 MONTHS)**

TENDER NO: WTVETC/202512

Prospective Suppliers who are interested in participating in the afore-mentioned tender are invited to submit their proposal in full compliance to the requirement of this tender document. The completed document with all attachments must be signed and submitted in a clearly labelled sealed envelope together in the tender box at the following address:

Waterberg TVET College Central office – Corner Hooge & Totius Street, Mokopane, 0600

Tender number	WTVETC/202512	
Date issued	25th of November 2025	
Tender closing date	23rd of January 2026	Time 11:00 am
Compulsory Information Session	No information session	

Company Name		
Address		
Contact person Mr/Mrs/Ms/Dr/Prof.		
Contact numbers	(W)	(Cell)
Email address		

TENDER NO: WTVETC/202512: APPOINTMENT OF A SERVICE PROVIDER FOR RENTAL, SERVICE AND MAINTENANCE OF
PHOTOCOPIER MACHINES FOR WATERBERG TVET COLLEGE

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1. NOTES TO TENDERERS

1.1. BACKGROUND

Waterberg Technical Vocational Education and Training (TVET) College is a public institution established in terms of the Continuing Education and Training Act No. 16 of 2006 (as amended). The College has set aside an operational budget for the rental, service and maintenance of photocopier machines at all sites.

1.2. PURPOSE OF THE BID

The purpose of this bid is to appoint an experienced and qualified service provider to provide for the the rental, service and maintenance of photocopier machines at all sites. Waterberg TVET College has the following campuses and sites:

- Engineering and skills training centre in Lebowakgomo campus
- IT Centre in Mahwelereng
- Hotel school in Mokopane
- College House in Mokopane
- Business studies campus in Mahwelereng
- Waterberg TVET College Farm in Sterkrevier
- Central office in Mokopane

1.3. SUBMISSION OF BIDS

Bidders must submit **one (1) pack of original proposal** and a **scanned copy of the tender document in a USB** in one envelope marked "Tender Number"

The envelope containing the original proposal and the USB must be submitted in the tender box located in **Waterberg TVET College Central Office building at Corner Hooge and Totius street Mokopane 0600**. The tender box is marked "Tender Box". Bidders must register their bid on the submission register.

Closing date and time for submission is: **23rd January 2026 at 11:00**

Note: E-mail and faxed submissions will not be accepted. Late submissions will be disqualified.

1.4. GENERAL TERMS

All documents submitted in the response to this bid shall be written in English completed with a pen. Bid documents completed with a pencil will be disqualified. All corrections and scratching must be initialled. The use of correction pen (Tippex) will automatically invalidate your bid. **Each page of the tender document must be initialled.** All required documents must be attached behind the specified divider to allow for convenient checking during evaluation. Each tender shall be valid for a period of four months (120 days) calculated from the closing date of the tender.

Any enquiries in connection to this tender shall be submitted in writing to the below email address: scm@waterbergcollege.co.za

1.5. ADMINISTRATIVE, MANDATORY AND FUNCTIONALITY CRITERIA

<u>ADMINISTRATIVE CRITERIA</u>	
Tenders must complete and sign the following documentation (Failure to submit this required documentation will lead to disqualification)	
No.	Description of Appendix
1.	Invitation to bid: SBD 1 Requires that bidders agree to be bound by bid's terms and conditions
2.	Declaration of interest: SBD 4 Requires a declaration of interest from bidder, stating any existing relationship/ acquaintance with DHET or Waterberg TVET College employees. This is to ensure that these persons are not involved in anyway, to avoid corruption.
3.	Preference certificate as part of the preferential procurement regulation, 2022: SBD 6.1 Requires Preferential Procurement points claims
4.	Declaration of bidders past SCM practices: SBD 8 Requires declaration of bidder's past supply chain management practices
5.	Certificate of independent bid determination: SBD 9 Requires declaration from bidder to prevent collusive bidding/ bid-rigging
6.	General Conditions of Contract Requires bidders to read and sign for the acceptance

MANDATORY CRITERIA

Tenders must include the following documentation **(Failure to submit this required documentation will lead to disqualification)**

No.	Description of Appendix
1.	A Joint venture (JV) agreement in a case of a joint venture
2.	Certificate of Authority
3.	Proof of Company Registration Certificate (Company/CC/Trust/ Partnership)
4.	Originally Certified ID copies of all Members/ Partners/ Directors. If Members/Partners/ Directors are employed by the state, proof that they are allowed to conduct business outside remunerative work should be provided.
5.	A valid Tax compliant letter with Pin . NB: Tax matter for the recommended bidder will be verified on Central Supplier Database (CSD) or SARS eFiling prior to awarding. If the bidders' tax matters are non-compliant in terms of clause 4.2 & 4.3 will be exercised from National Treasury Instruction No. 09 of 2017/2018 (Tax Compliance Status Verification).
6.	A valid VAT (Value Added Tax) registration certificate
7.	Comprehensive Company profile
8.	Certificate of Insurance Cover and the amount available per claim
9.	Proof of OEM (Original Equipment Manufacturer) Accreditation. Provide a certificate or letter from the OEM confirming the company's accreditation as a distributor or reseller of the equipment's
10.	Proof of certified technicians. Provide CVs, qualifications and accreditations of at least two (2) technicians to maintain the machines
11.	Proof of Business address. Statement of water and lights not more than three months or lease agreement for the company.
12.	A copy of the latest Reviewed/Audited Financial Statement
13.	Proof of Central supplier database (CSD) registration
14.	Proof of bank account (A letter from the bank confirming banking details)
15.	Proof of purchase of a tender document (Proof of payment)
16.	A USB containing a scanned copy of the tender document

OTHER REQUIRED DOCUMENT

Each tender document should also include the following documentation, **although failure to submit these documents will not result in disqualification. However, the information contained in them is required for evaluation purposes:**

1.	Proof of company experience Bidders are required to submit a minimum of four (4) contactable references of contracts of similar size and nature (Rental, service and maintenance of photocopier machines) in the past ten (10) years. (Provide testimonial/reference letters)
2.	Proof of years of experience in the business Bidders are required to submit documents that proves years of experience in business. (Provide copies of contacts, purchase orders etc.)
3.	Project Plan and Methodology Bidders are required to submit a project plan and methodology to Waterberg TVET College. (Provide a comprehensive project methodology)

1.6. STAGES OF EVALUATION

Evaluation will be done in three (3) stages. These stages are as follows:

Stage 1: Compliance:

This stage refers to compliance with returnable documents. A bidder compliant to this stage will proceed to stage 2.

Stage 2: Functional/Technical Evaluation:

Functionality is worth hundred (100) points. Bidders who score less than seventy (70) points on functionality will be disqualified and not proceed to stage 3.

Stage 3: 80/20 Evaluation criteria in terms of preference points system:

Each tender that obtained the minimum qualifying score for functionality will be evaluated further in terms of price and the preference point system according to Preferential Procurement Regulations, 2022. Failure to complete and claim for points on SBD 6.1, bidders will forfeit preference points.

1.7. **DISCLAIMER**

Waterberg TVET College reserves the right to:

- a) Verify any information supplied in the Bid documents;
- b) Not appoint any service provider;
- c) Cancel or withdraw this Bid at any time without attracting any penalties or liabilities;
- d) Appoint one or more service providers, depending on the outcome;
- e) To disqualify a bid or cancel any subsequent contract should it be found that information disclosed was factual inaccurate and/or that a misrepresentation of facts may have occurred.

1.8. **CONFIDENTIALITY**

Any or all information made available to the Waterberg TVET College shall be regarded as confidential and shall not be made available to third parties without the prior written consent of the bidder.

1.9. **PREPARATION OF PROPOSAL**

Waterberg TVET College shall not be liable for any costs that has been incurred by the service provider in the preparation of the proposal, the obtaining of certificates or any other cost that might be incurred in submitting the proposal.

1.10. **CONTRACT PERIOD**

This will be a three years project (36 months). A contract for a period of three (3) years will be signed between the awarded service provider and Waterberg TVET College.

1.11. **PRICING**

Bidders are required to complete ***the costing model on the tender document***. The use of correction pen (Tippex) will automatically invalidate your bid. Any arithmetic errors found on the costing model may lead to disqualification. The prices must be firm and inclusive of VAT.

Bidders may also provide/attach a signed quotation breakdown on the company letterhead indicating the Total Bid Price inclusive of VAT.

1.12. **SERVICE LEVEL AGREEMENT**

Both the awarded service provider and Waterberg TVET College will enter into a service level agreement (SLA) after appointment. The contractor representatives will meet with the delegated Waterberg TVET College representative as and when it is deemed necessary.

2. TENDER DOCUMENT CHECKLIST

BIDDERS ARE TO USE THIS CHECKLIST TO ENSURE THAT THE BID DOCUMENTATION IS COMPLETE FOR ADMINISTRATIVE COMPLIANCE. THE BIDDER MUST INDICATE THAT THE DOCUMENTATION IS COMPLETE AND ALL REQUIRED DOCUMENTS AS PER NOTES TO BIDDERS ARE ATTACHED TO THE TENDER DOCUMENT

ITEM	DESCRIPTION	YES	NO
ADMINISTRATIVE DOCUMENTS TO BE COMPLETED			
1.	TENDER DOCUMENT CHECKLIST – <u>COMPLETED</u>		
2.	TENDER DOCUMENT COMPLETED IN FULL AND INITIALED ON EACH PAGE AND SIGNED - <u>COMPLETED, INITIALED AND SIGNED</u>		
3.	STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY TENDERER – <u>COMPLETED AND SIGNED</u>		
4.	DECLARATION OF SOLVENCY/LIQUIDITY/OWNERSHIP – <u>COMPLETED AND SIGNED</u>		
5.	SBD 1 – INVITATION TO BID – <u>COMPLETED AND SIGNED</u>		
6.	SBD 4 – DECLARATION OF INTEREST – <u>COMPLETED AND SIGNED</u>		
7.	SBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – <u>COMPLETED AND SIGNED</u>		
8.	SBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – <u>COMPLETED AND SIGNED</u>		
9.	SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION – <u>COMPLETED AND SIGNED</u>		
10.	THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT- <u>ACCEPTED AND SIGNED</u>		

ITEM	DESCRIPTION	YES	NO
MANDATORY REQUIRED DOCUMENTS TO BE ATTACHED TO TENDER DOCUMENT			
1.	A JOINT VENTURE (JV) AGREEMENT (IN A CASE OF A JOINT VENTURE) – <u>ATTACHED</u>		
2.	CERTIFICATE OF AUTHORITY – <u>ATTACHED</u>		
3.	PROOF OF COMPANY REGISTRATION CERTIFICATE (COMPANY/CC/TRUST/ PARTNERSHIP) – <u>ATTACHED</u>		
4.	ORIGINALLY CERTIFIED ID COPIES OF ALL MEMBERS/ PARTNERS/ DIRECTORS. IF MEMBERS/PARTNERS/ DIRECTORS ARE EMPLOYED BY THE STATE, PROOF THAT THEY ARE ALLOWED TO CONDUCT BUSINESS OUTSIDE REMUNERATIVE WORK SHOULD BE PROVIDED. – <u>ATTACHED</u>		
5.	A VALID TAX COMPLIANT LETTER WITH PIN. NB: TAX MATTER FOR THE RECOMMENDED BIDDER WILL BE VERIFIED ON CENTRAL SUPPLIER DATABASE (CSD) OR SARS EFILLING PRIOR TO AWARDED. IF THE BIDDERS' TAX MATTERS ARE NON-COMPLIANT IN TERMS OF CLAUSE 4.2 & 4.3 WILL BE EXERCISED FROM NATIONAL TREASURY INSTRUCTION NO. 09 OF 2017/2018 (TAX COMPLIANCE STATUS VERIFICATION). – <u>ATTACHED</u>		
6.	A VALID VAT (VALUE ADDED TAX) REGISTRATION CERTIFICATE– <u>ATTACHED</u>		
7.	COMPREHENSIVE COMPANY PROFILE– <u>ATTACHED</u>		
8.	CERTIFICATE OF INSURANCE COVER AND THE AMOUNT AVAILABLE PER CLAIM – <u>ATTACHED</u>		
9.	PROOF OF OEM (ORIGINAL EQUIPMENT MANUFACTURER) ACCREDITATION. PROVIDE A CERTIFICATE OR LETTER FROM THE OEM CONFIRMING THE COMPANY'S ACCREDITATION AS A DISTRIBUTOR OR RESELLER OF THE EQUIPMENT'S– <u>ATTACHED</u>		
10.	PROOF OF CERTIFIED TECHNICIANS. PROVIDE CVS, QUALIFICATIONS AND ACCREDITATIONS OF AT LEAST TWO (2) TECHNICIANS TO MAINTAIN THE MACHINES – <u>ATTACHED</u>		
11.	PROOF OF BUSINESS ADDRESS. STATEMENT OF WATER AND LIGHTS NOT MORE THAN THREE MONTHS OR LEASE AGREEMENT FOR THE COMPANY. – <u>ATTACHED</u>		

ITEM	DESCRIPTION	YES	NO
12.	A COPY OF THE LATEST REVIEWED/AUDITED FINANCIAL STATEMENT– <u>ATTACHED</u>		
13.	PROOF OF CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION – <u>ATTACHED</u>		
14.	PROOF OF BANK ACCOUNT (A LETTER FROM THE BANK CONFIRMING BANKING DETAILS) – <u>ATTACHED</u>		
15.	PROOF OF PURCHASE OF A TENDER DOCUMENT (PROOF OF PAYMENT) – <u>ATTACHED</u>		
16.	A USB CONTAINING A SCANNED COPY OF THE TENDER DOCUMENT– <u>ATTACHED</u>		
OTHER REQUIRED DOCUMENTS TO BE ATTACHED TO TENDER DOCUMENT			
1.	PROOF OF COMPANY EXPERIENCE BIDDERS ARE REQUIRED TO SUBMIT A MINIMUM OF FOUR (4) CONTACTABLE REFERENCES OF CONTRACTS OF SIMILAR SIZE AND NATURE (HYGIENE SERVICES) IN THE PAST TEN (10) YEARS. (PROVIDE TESTIMONIAL/REFERENCE LETTERS) - <u>ATTACHED</u>		
2.	PROOF OF YEARS OF EXPERIENCE IN THE BUSINESS BIDDERS ARE REQUIRED TO SUBMIT DOCUMENTS THAT PROVES YEARS OF EXPERIENCE IN BUSINESS. (PROVIDE COPIES OF CONTACTS, PURCHASE ORDERS ETC.) – <u>ATTACHED</u>		
3.	PROJECT PLAN AND METHODOLOGY BIDDERS ARE REQUIRED TO SUBMIT A PROJECT PLAN AND METHODOLOGY (PROVIDE A COMPREHENSIVE PROJECT METHODOLOGY) – <u>ATTACHED</u>		

3. SPECIFICATION - TENDER WTVETC/202512

3.1 TENDER SPECIFICATION

Waterberg Technical Vocational Education and Training (TVET) College an experienced and qualified service provider to provide for the the rental, service and maintenance of photocopier machines at all sites. Waterberg TVET College has the following campuses and sites:

- Engineering and skills training centre in Lebowakgomo campus
- IT Centre in Mahwelereng
- Hotel school in Mokopane
- College House in Mokopane
- Business studies campus in Mahwelereng
- Waterberg TVET College Farm in Sterkrevier
- Central office in Mokopane

3.1.1 COSTING MODEL

Location site	Number of machines	Minimum Specification or Equivalent	Amount (Vat Inclusive)
Central Office in Mokopane	2	• Prints up to 60 ppm, copy, scan, fax • 4,800 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
	1	• Prints up to 35 ppm, copy, scan, fax • 1,200 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel	

		• Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
Engineering skills and training centre in Lebowakgomo	2	• Prints up to 60 ppm, copy, scan, fax • 4,800 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
	2	• Prints up to 35 ppm, copy, scan, fax • 1,200 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
Business Studies Campus in Mahwelereng	2	• Prints up to 60 ppm, copy, scan, fax • 4,800 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
	2	• High productivity with full-color output up to 80 ppm	

		• 2,400 x 4,800 dpi max print resolution • 10" Smart Operation Panel • Maximum Paper Capacity Tray • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
IT & Computer Centre in Mahwelereng	2	• Prints up to 60 ppm, copy, scan, fax • 4,800 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
	1	• Prints up to 35 ppm, copy, scan, fax • 1,200 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
Thabazimbi Campus	2	• Prints up to 60 ppm, copy, scan, fax • 4,800 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel	

		• Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
	2	• Prints up to 30 ppm, copy, scan, fax • 1,200 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
The College farm in Sterkrevier	1	• Prints up to 35 ppm, copy, scan, fax • 1,200 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
Hotel school in Mokopane	1	• Prints up to 60 ppm, copy, scan, fax • 4,800 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	

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College House in Mokopane	1	• Prints up to 60 ppm, copy, scan, fax • 4,800 x 1,200 dpi max print resolution • Maximum Paper Capacity Tray (3/4 Additional Paper Trays for A4/A3 use) • 10" Smart Operation Panel • Scan, Sort, Stack, Punch & Staple Function • High Capacity Automatic Document Feeder	
Total number of machines	21	Total	R
		VAT at 15%	R
		Total Bid Price (for 36 Months) Vat inclusive	R

Monthly Rental Fee	R
---------------------------	----------

PRICE ESCALLATION FOR YEAR 2 AND 3 IN PERCENTAGE %	YEAR 2 (%)	YEAR 3 (%)

Bidders may also provide/attach a signed quotation breakdown on the company letterhead indicating the Total Bid Price inclusive of VAT.

4. FUNCTIONALITY SCORING BASE ON PREDETERMINED CRITERIA AND WEIGHT

Total points for functionality criteria are (100). Bidders must obtain a minimum score of (70) points on functionality to be processed to the next stage of evaluation.

FUNCTIONALITY CRITERIA	POINT BREAKDOWN	TOTAL POINTS
Proof of company experience Bidders are required to submit a minimum of four (4) contactable references of contracts of similar size and nature (Rental, service and maintenance of photocopier machines) in the past ten (10) years. (Provide testimonial/reference letters) • 4+ References • 3 References • 2 References • 1 Reference • No Reference	40 Points 30 Points 20 Points 10 Points 0 Point	40
Proof of years of experience in the business Bidders are required to submit documents that proves years of experience in business. (Provide copies of contracts, purchase orders etc.) • More than 5 years of experience • Experience between 3 and 4 years • Experience below 2 year • No proof of experience	30 Points 20 Points 10 Points 0 Point	30
Project plan and methodology Bidders are required to submit a project plan and methodology to Waterberg TVET College. Points will be allocated as follows: • Understanding of the nature of business (Business continuity strategy) • Diverse proposed solutions and value-added solutions	10 Points 10 Points	30

FUNCTIONALITY CRITERIA	POINT BREAKDOWN	TOTAL POINTS
• Service and maintenance intervals/ frequency • Turnaround times for repairs	5 5	
TOTAL POINTS		100

5. STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY TENDERER

CURRENT TENDER DETAILS	
TENDER NUMBER:	
TENDER DESCRIPTION :	

TENDERERS MUST STATE PARTICULARS OF THE WORK/SUPPLIES SUCCESSFULLY CARRIED OUT/DELIVERED				
CLIENT	LAND LINE TELEPHONE NO.	NATURE OF WORKS	VALUE OF WORKS FOR WHICH TENDERER WAS DIRECTLY RESPONSIBLE	YEAR COMPLETED/ SUPPLIED

If the space provided above is insufficient for all the information, the Tenderer should furnish the information separately.

TENDERER'S DULY AUTHORISED SIGNATORY

DATE

6. DECLARATION OF SOLVENCY / LIQUIDITY / OWNERSHIP

I / We the under-mentioned in my / our capacity as indicated hereby declare that I am / we are not insolvent nor have been liquidated or any steps in this regard have been taken or are pending against me / us. I / We further declare that I / We have not been part of an entity which was liquidated in the last five (5) years. We further confirm that the directors listed in our registration documents are a true relection of our equity ownership.

FULL NAME(S)	IDENTITY NUMBER	CAPACITY	SIGNATURE
1.			
2.			
3.			
4.			
5.			

THUS DONE and SIGNED AT _____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES)

1. _____

2. _____

WITNESESSES

1. _____

2. _____

7. SBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR GOODS/SERVICES AS SITED HEREUNDER					
BID NUMBER:	WTVETC/202512	CLOSING DATE:	23/01/2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR RENTAL, SERVICE AND MAINTENANCE OF PHOTOCOPIER MACHINES FOR WATERBERG TVET COLLEGE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(STREET ADDRESS)</i>					
WATERBERG TVET COLLEGE CENTRAL OFFICE					
CNR HOOGE AND TOTIUS STREET					
MOKOPANE					
0600					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING	☐		AN ACCOUNTING OFFICER AS		

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OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR NAME:	
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERECNE POINTS FOR B-BBEE			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
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 INCLUSIVE)	

TENDER RELATED ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	WATERBERG TVET COLLEGE
CONTACT PERSON	Ms. HMG MAKHURUPETJI
TELEPHONE NUMBER	015 492 9040
E-MAIL ADDRESS	scm@waterbergcollege.co.za
TECHNICAL RELATED ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	WATERBERG TVET COLLEGE
CONTACT PERSON	Ms. HMG MAKHURUPETJI
TELEPHONE NUMBER	015 492 9040
E-MAIL ADDRESS	scm@waterbergcollege.co.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED <u>OR</u> ONLINE) 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORNAFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. THIS BID IS SUBJECT TO 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
- 3.5. 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.

SIGNATURE OF BIDDER:

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

DATE:

8. SBD 4: DECLARATION OF INTEREST

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

8.1.1. the bidder is employed by the state; and/or

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

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

8.2.1. FULL NAME OF BIDDER OR HIS OR HER REPRESENTATIVE:

8.2.2. IDENTITY NUMBER:

8.2.3. POSITION OCCUPIED IN THE COMPANY (DIRECTOR, SHAREHOLDER ETC):

8.2.4. COMPANY REGISTRATION NUMBER:

8.2.5. TAX REFERENCE NUMBER:

8.2.6. VAT REGISTRATION NUMBER:

* “State” means –

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

8.2.7. Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

8.2.8. If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected: Position occupied in the state institution:

Any other particulars:

8.2.9. Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

If so, furnish particulars:

8.2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the

evaluation and or adjudication of this bid?

☐ YES ☐ NO

8.2.11. If so, furnish particulars.

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

☐ YES ☐ NO

If so, furnish particulars.

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

☐ YES ☐ NO

8.2.14. If so, furnish particulars:

DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 9.2 TO 9.2.14 ABOVE IS
CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF
THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE
FALSE.

SIGNATURE

DATE

POSITION

NAME OF BIDDER

9. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION, 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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$i) \quad \begin{array}{cc} \mathbf{80/20} & \mathbf{or\ 90/10} \end{array}$$

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

$$\begin{array}{ccc} \text{ii)} & \mathbf{80/20} & \text{or } \mathbf{90/10} \\ \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 $P_{\max}$ = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

iii) **Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Small and Medium Enterprises	3	6		
Women	2	4		
Youth	2	4		
People with disabilities	1	2		
Locality Limpopo Province (Waterberg and Capricorn District)	2	4		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

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:

- iv) The information furnished is true and correct;
- v) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vi) 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;
- vii) 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:
.....
.....
.....

10. SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

10.1. This Standard Bidding Document must form part of all bids invited.

10.2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.

10.3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:

10.3.1. Abuse the institution's Supply Chain Management System;

10.3.2. Committed fraud or any other improper conduct in relation to such system; or

10.3.3. Failed to perform on any previous contract

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

Item	Question	Yes	No
1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
1.2	If so, furnish particulars:		

Item	Question	Yes	No
2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
2.1	If so, furnish particulars: _____ _____		
3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
3.1	If so, furnish particulars: _____ _____		
4.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐	☐
4.1	If so, furnish particulars: _____ _____		

10.5. CERTIFICATION

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

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

NAME OF BIDDER

POSITION

SIGNATURE

DATE

11. SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 11.1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 11.2. Section 4 (1) (b) (iii) of the Competition Act. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 11.3. Treasury Regulation 16A (9) prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the Supply Chain Management systems and authorizes accounting officers and accounting authorities to:
 - 11.3.1. Disregard the bid of any bidder if that bidder or any of its directors have abused the institution's Supply Chain Management System and or committed fraud or any other improper conduct in relation to such system.
 - 11.3.2. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 11.4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 11.5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:
 - 11.5.1. Includes price quotations, advertised competitive bids, limited bids and proposals.
 - 11.5.2. Bid rigging (or collusive bidding) occurs when business, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, THE UNDERSIGNED, IN SUBMITTING THE ACCOMPANYING BID:

(BID NUMBER AND DESCRIPTION)

IN RESPONSE TO THE INVITATION FOR THE BID MADE BY:

(NAME OF INSTITUTION)

DO HEREBY MAKE THE FOLLOWING STATEMENTS THAT I CERTIFY TO BE TRUE AND COMPLETE IN EVERY RESPECT:

I certify, on behalf of:

(NAME OF BIDDER)

- 1) I have read and I understand the contents of this Certificate;
- 2) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3) I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4) Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5) For the purpose of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. Has been requested to submit a bid in response to the bid invitation;
 - b. Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. Provides the same goods and services as the bidder and / or is in the same line of business as the bidder
- 6) The bidder as arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

- 7) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a. Prices;
 - b. Geographical area where product or services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a bid;
 - e. The submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. Bidding with the intention not to win the bid.
- 8) In addition, there has been no consultation, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9) The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- a. Joint venture of Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
- 10) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME OF BIDDER

POSITION

SIGNATURE

DATE

12. NATIONAL TREASURY GOVERNMENT PROCUREMENT – GENERAL CONDITIONS OF CONTRACT (REVISED JULY 2010)

TABLE OF CLAUSES

- DEFINITIONS
- APPLICATION
- GENERAL
- STANDARDS
- USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION
- PATENT RIGHTS
- PERFORMANCE SECURITY
- INSPECTIONS, TESTS AND ANALYSIS
- PACKING
- DELIVERY AND DOCUMENTS
- INSURANCE
- TRANSPORTATION
- INCIDENTAL SERVICES
- SPARE PARTS
- WARRANTY
- PAYMENT
- PRICES
- CONTRACT AMENDMENTS
- ASSIGNMENTS
- SUBCONTRACTS
- DELAYS IN THE SUPPLIER'S PERFORMANCE
- PENALTIES
- TERMINATION FOR DEFAULT
- DUMPING AND COUNTERVAILING DUTIES
- FORCE MAJEURE
- TERMINATION FOR INSOLVENCY
- SETTLEMENT OF DISPUTES
- LIMITATION OF LIABILITY
- GOVERNING LANGUAGE
- APPLICABLE LAW
- NOTICES
- TAXES AND DUTIES

- NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)
- PROHIBITION OF RESTRICTIVE PRACTICES

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 regards 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.

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

12.1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 12.1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 12.1.2. **“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.
- 12.1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 12.1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 12.1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 12.1.6. **“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.

- 12.1.7. **“Day”** means calendar day.
- 12.1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 12.1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 12.1.10. **“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.
- 12.1.11. **“Dumping”** occurs when a private enterprise abroad markets 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.
- 12.1.12. **“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.
- 12.1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriments of any bidder, and included 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.
- 12.1.14. **“GCC”** means the General Conditions of Contract.
- 12.1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 12.1.16. **“Imported content”** means that portion of the bidding price represented by the costs 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.
- 12.1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacturer does take place.
- 12.1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 12.1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

- 12.1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 12.1.21. **“Purchaser”** means the organization purchasing the goods.
- 12.1.22. **“Republic”** means the Republic of South Africa.
- 12.1.23. **“SCC”** means the Special Conditions of Contract.
- 12.1.24. **“Services”** mean those functional services ancillaries 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.
- 12.1.25. **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

12.2. APPLICATION

- 12.2.1. These general conditions are applicable to all bids, contracts and orders including the 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.
- 12.2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 12.2.3. Where such special conditions of contract are also laid down to cover specific supplies, services or works.

12.3. GENERAL

- 12.3.1. 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.
- 12.3.2. 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

12.4. STANDARDS

- 12.4.1. The goods supplies shall conform to the standards mentioned in the bidding documents and specifications.

12.5. USE OF CONTACT DOCUMENTS AND INFORMATION INSPECTION

- 12.5.1. 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 persona shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 12.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any documents or information mentioned in GCC clause 13.5.1 except for purposes of performing the contract.
- 12.5.3. Any documents, other than the contract itself mentioned in GCC clause 13.5.1 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.
- 12.5.4. 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.

12.6. PATENT RIGHTS

- 12.6.1. 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.

12.7. PERFORMANCE SECURITY

- 12.7.1. 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.
- 12.7.2. The proceeds of the performance security shall be payable to the purchaser as compensations for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 12.7.3. 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:

- 12.7.3.1. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or
 - 12.7.3.2. abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - 12.7.3.3. A cashier's or certified cheque
- 12.7.4. 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.

12.8. INSPECTION, TESTS AND ANALYSES

- 12.8.1. All pre-bidding testing will be for the account of the bidder.
- 12.8.2. 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 premise 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.
- 12.8.3. 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.
- 12.8.4. If the inspections, tests, and analyses referred to in clause 13.8.2 and 13.8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspection, tests, and analyses shall be defrayed by the purchaser.
- 12.8.5. Where the supplies or services referred to in clauses 13.8.2 and 13.8.3 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.
- 12.8.6. Supplies and services which are referred to in clauses 13.8.2 and 13.8.3 and which do not comply with the contract requirements may be rejected.
- 12.8.7. Any contract supplies may on or after delivery be inspected, tested or analysed 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.

- 12.8.8. The provisions of clauses 13.8.4 to 13.8.7 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.

12.9. PACKING

- 12.9.1. 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.
- 12.9.2. The packing, marking, and documentation within and outside the package's 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.

12.10. DELIVERY AND DOCUMENTS

- 12.10.1. 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.
- 12.10.2. Documents to be submitted by the supplier are specified in SCC.

12.11. INSURANCE

- 12.11.1. The goods supply 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.

12.12. TRANSPORTATION

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

12.13. INCIDENTAL SERVICES

- 12.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 12.13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 12.13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 12.13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 12.13.1.4. 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
 - 12.13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operations, maintenance, and/or repair of the supplied goods.
- 12.13.2. Prices charged by the supplier for incidental services, if not included in the contract price or 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.

12.14. SPARE PARTS

- 12.14.1. 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.
- 12.14.1.1. 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
 - 12.14.1.2. In the event of termination of production of the spare parts:
 - (a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (b) Following such termination, furnishing at no cost to the purchaser, the

blueprints, drawings, and specifications of the spare parts, if requested.

12.15. WARRANTY

- 12.15.1. 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.
- 12.15.2. 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 of place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 12.15.4. 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.
- 12.15.5. 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.

12.16. PAYMENT

- 12.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 12.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the
- 12.16.3. 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.
- 12.16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

12.17. PRICES

- 12.17.1. 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.

12.18. CONTRACT AMENDMENTS

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

12.19. ASSIGNMENT

- 12.19.1. 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.

12.20. SUBCONTRACTS

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

12.21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 12.21.1. 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.
- 12.21.2. 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.
- 12.21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial departments, or a local authority.
- 12.21.4. The right is reserved to procure outside of the contract small quantities or to have minor

essential services executed if any 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.

- 12.21.5. Except as provided under GCC Clause 13.25, a delay by the supplier in the performance of its delivery obligation shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 13.22, unless an extension of time is agreed upon pursuant to GCC Clause 13.21.2 without the application of penalties.
- 12.21.6. Upon any delay beyond the delivery period in the case of a supplier 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 supplies 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.

12.22. PENALTIES

- 12.22.1. Subject to GCC Clause 13.25, if the supplier fails to delivery 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 13.23

12.23. TERMINATION FOR DEFAULT

- 12.23.1. 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:
- 12.23.1.1. If the supplier fails to delivery 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 13.21.2;
- 12.23.1.2. If the supplier fails to perform any other obligation(s) under the contract; or
- 12.23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.23.2. 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.

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

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

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

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

12.23.6.1. The name and address of the supplier and / or person restricted by the purchaser;

12.23.6.2. The date of commencement of the restriction;

12.23.6.3. The period of restriction; and

12.23.6.4. 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.

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

12.24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

12.25. FORCE MAJEURE

- 12.25.1. Notwithstanding the provisions of GCC Clauses 13.22 and 13.23, 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 obligation under the contract is the result of an event of force majeure.
- 12.25.2. 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.

12.26. TERMINATION FOR INSOLVENCY

- 12.26.1. 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.

12.27. SETTLEMENT OF DISPUTES

- 12.27.1. 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.
- 12.27.2. 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.
- 12.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 12.27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 12.27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 12.27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 12.27.5.2. The purchaser shall pay the supplier any monies due the supplier.

12.28. LIMITATION OF LIABILITY

- 12.28.1. Except in cases of criminal negligence or will full misconduct, and in the case of infringement pursuant to Clause 13.6;
 - 12.28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - 12.28.1.2. 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.

12.29. GOVERNING LANGUAGE

- 12.29.1. 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.

12.30. APPLICABLE LAW

- 12.30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

12.31. NOTICES

- 12.31.1. 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.
- 12.31.2. 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

12.32. TAXES AND DUTIES

- 12.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 12.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 12.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

12.33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

- 12.33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

12.34. PROHIBITION OF RESTRICTIVE PRACTICES

- 12.34.1. 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 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).
- 12.34.2. 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.

- 12.34.3. 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 to 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.

I ACCEPT / DO NOT ACCEPT the general condition of contracts

NAME OF BIDDER

POSITION

SIGNATURE

DATE