



provincial treasury

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North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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PROVINCIAL SUPPLY CHAIN MANAGEMENT

SCM Client Support and Strategic Procurement

Ref: NWP 001/24

INVITATION TO BID

DESCRIPTION:

NWP 001/24 – TRANSVERSAL CONTRACT FOR SUPPLY AND DELIVERY OF TOILET PAPERS AND INSTALLATION OF LOCKABLE TOILET PAPER PLASTIC DISPENSER TO NORTH WEST PROVINCIAL GOVERNMENT FOR A PERIOD OF THREE (03) YEARS

DATE ISSUED: 23 APRIL 2025

CLOSING DATE: 16 MAY 2025 AT 11H00

TENDER BOX

**PROVINCIAL SUPPLY CHAIN MANAGEMENT OFFICE
19 FIRST STREET; UNITED BUILDING
INDUSTRIAL SITE
MAHIKENG
2745**

Name of bidder:		Bidder VAT registered? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Total bid price including VAT: (brought forward from SBD 3.2)	R	
NMM Health A1		
Total bid price including VAT: (brought forward from SBD 3.2)	R	
NMM Other Departments A2		
Total bid price including VAT: (brought forward from SBD 3.2)	R	
Bojanala Health B1		
Total bid price including VAT: (brought forward from SBD 3.2)	R	
Bojanala Other Departments B2		
Total bid price including VAT: (brought forward from SBD 3.2)	R	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
DR KK Health C1		
Total bid price including VAT: (brought forward from SBD 3.2)	R	
DR KK Other Departments C2		
Total bid price including VAT: (brought forward from SBD 3.2)	R	
DR RSM Health D1		Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Total bid price including VAT: (brought forward from SBD 3.2)	R	
DR RSM Other Departments D2		

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1. INTRODUCTION

It has been verified that prices for goods and services are not regulated throughout different Provincial Departments.

The above has led the Provincial Treasury to consider establishing a transversal contract in order to ensure Provincial Departments derive value for money and that prices are controlled.

2. BRIEFING SESSION

There shall be no briefing session for this bid.

3. DURATION OF THE CONTRACT

The successful bidder(s) will be appointed for a period of three (3) years.

4. TIMELINE OF THE BID PROCESS

The validity period is 90 days after closing of the bid. The timeframes of this bid are set out below:

Activity	Date due
Advertisement of the bid in the:	
- National Treasury eTender Portal	23 April 2025
- Distribution of bid documents on the Provincial Treasury website	25 April 2025
- Provincial Government Tender Bulletin	25 April 2025
- Bid closing date	16 May 2025

***Dates subject to change**

All times in this bid are based on South African Standard Time. Any time or date in this bid is subject to change at the Provincial Treasury's sole discretion. The establishment of time or date in this bid does not create an obligation on the part of the Provincial Treasury to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidders accept that, if the Department extends the deadline (the closing date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5. CENTRAL SUPPLIER DATABASE [CSD]

- 5.1 Bidder/s must be registered as/a service provider/s on the Central Supplier Database [CSD]. If you are not registered, conclude the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on CSD are updated and valid.
- 5.2 Bidders must ensure that their tax information on Central Supplier Database [CSD] is in good standing and submit a valid SARS tax compliance status pin.
- 5.3 Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.

6. INSTRUCTION TO BIDDERS

- 6.1 The bid has been divided according to eight (8) clusters as follows:

DISTRICT	CLUSTERS	CLUSTER NO
Ngaka Modiri Molema District	Health	A1
	Other Departments	A2
Bojanala District	Health	B1
	Other Departments	B2
Dr Kenneth Kaunda District	Health	C1
	Other Departments	C2
Dr Ruth Segomotsi Mompati District	Health	D1
	Other Departments	D2

- Bidders are required to bid per district per cluster
 - The bid will be evaluated per district per cluster
- 6.2 Bid document must be properly packaged, clearly marked as **NWP 001/24** and deposited in the tender box on or before the closing date and time at Provincial Treasury, situated at: -

PROVINCIAL SUPPLY CHAIN MANAGEMENT OFFICE
19 FIRST STREET; UNITED BUILDING
INDUSTRIAL SITE
MAHIKENG
2745

6.3 Bid document will only be considered if received by Provincial Treasury; Provincial Supply Chain Management office before the closing date and time **16 May 2025; 11h00**

6.4 Bid document is obtainable by downloading from eTender Publication Portal for free, however if for whatever reasons bidders are unable to download the document; it can be collected at Provincial Supply Chain Management office (19 First Street, United Building, Industrial Site, Mahikeng) at a non-refundable fee of R200.00 (two hundred rand only).

6.5 Late bids will not be considered.

6.6 PLEASE NOTE:

- It is the bidder's responsibility to ensure that all the required documents are attached.
- A bid document checklist has been attached on page 8. Bidders are required to complete the checklist and to submit it with their bids. All the information listed on the bid document checklist should be included in the bid.
- **Note: Bidders who struggle to complete the bid document can contact Sub Directorate: Strategic Procurement in the office of Provincial Supply Chain Management.**

6.7 The North West Provincial Government reserves the right to award the bid in whole or in part and does not bind itself to accept the lowest or any bid.

7. PARTICIPATING DEPARTMENTS

7.1 Provincial Treasury is arranging the bid on behalf of the Departments in the North West Province and they are as follows: ~

NO	PROVINCIAL DEPARTMENTS
1.	Provincial Treasury
2.	Department of Human Settlements
3.	Department of Arts, Culture, Sports and Recreation
4.	Department of Public Works and Roads
5.	Department of Social Development
6.	Department of Community Safety and Transport Management
7.	Department of Health

NB: Department of Health except the following four (04) Institutions:

- Bophelong Psychiatric Hospital
- Mafikeng Provincial Hospital
- Job Shimankana Tabane Hospital
- Klerksdorp/ Tshepong Hospital
- Moses Kotane Hospital

8. CONTACT DETAILS

For more detailed information regarding the bid procedure and specifications please contact the following:

Contact Person: Mr Tebogo Lebeko at 018 388 5487 or Tlebeko@nwpg.gov.za and/ or Mr Mothusi Hlobane at 018 388 3585 or Mhlobane@nwpg.gov.za

Preferably enquiries should be reduced to writing and sent to the above email addresses.

9. BID DOCUMENT PACK

Bidders are to ensure that they have received all 59 pages of this document, which consist of the following documents:

BID SUBMISSION CHECKLIST

SECTION 1

- ❖ Special Requirements and Conditions of Contract (SCC)

SECTION 2

- ❖ Invitation to Bid (SBD 1)
- ❖ Eight (08) Price Schedules (SBD 3.2) for 08 Clusters
- ❖ Bidder's Disclosure (SBD 4)
- ❖ Preference points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)
- ❖ Proof of the following documentation will be required:
 - Valid SARS Tax Compliance Status Pin

- CSD Registration number (MAAA...)

SECTION 3

- ❖ General Conditions of Contract (GCC) – attached

10. BID SUBMISSION CHECKLIST

- All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official.
- Use of correction fluid and pencil in the bid document are not allowed.
- Where cancellation has been made, such a cancellation should be endorsed with a signature.

Bidders are required to complete the following checklist and to submit it with their bid:

Please note that all the information listed below should be included in the bid document.

		COMPLIANT? (TICK <input checked="" type="checkbox"/> IN APPROPRIATE BOX)	
NO	REQUIREMENT	YES	NO
1	SECTION 1		
1.1	Special Requirements and Conditions of Contract (SCC)		
2	SECTION 2		
2.1	Standard Bidding Documents:		
SBD 1	Invitation to bid		
SBD 3.2	Pricing Schedule – Non-Firm Prices		
SBD 4	Bidder's Disclosure		
SBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022		
3	SECTION 3		
3.1	General Conditions of Contract (GCC)		
4	ADMINISTRATIVE REQUIREMENTS		
4.1	SARS valid Tax Compliance Status Pin		
4.2	CSD Registration Number (MAAA...)		

11. SCOPE OF WORK

11.1. Problem Statement

The North West Provincial Treasury; intends to improve efficiencies and leverage economies of scale, to ensure uniformity in procurement of goods and services by the different Departments, through the arrangement of a transversal contract for supply and delivery of toilet papers and installation of lockable toilet paper plastic dispensers to the North West Provincial Departments for a period of three (03) years.

11.2. Objective

The aim of this bid is to appoint service provider/s for supply and delivery of toilet papers and installation of toilet paper plastic dispensers to the North West Provincial Government.

11.3. Main Deliverables

The main deliverables will be as per the items listed under pricing schedule (SBD 3.2).

SECTION 1

12. SPECIAL REQUIREMENTS AND CONDITIONS OF BID

Bidders, Provincial Departments should adhere to the following special conditions:

12.1. ADDITIONAL OBJECTIVE CRITERIA

According to Preferential Procurement Policy Framework Act (PPPFA) section 2(1) an organ of state must determine its preferential procurement policy and implement it within the following framework:

- (a) A Preference point system must be followed;
- (b) (i) for contracts with a Rand value above a prescribed amount a maximum of 10 points may be allocated for the specific goals as contemplated in paragraph (d) provided that the lowest acceptable tender scores 90 points for price;
(ii) for contracts with a Rand value equal to or below a prescribed amount a maximum of 20 points may be allocated for specific goals as contemplated in paragraph (d) provided that the lowest acceptable tender scores 80 points for price;
- (c) any other acceptable tenders which are higher in price must score fewer points ,on a pro rata basis, calculated on their tender prices in relation to the lowest acceptable tender, in accordance with a prescribed formula;
- (d) the specific goals may include –
 - (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (ii) Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (e) any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender;
- (f) **The contract must be awarded to the tenderer who scores the highest points, unless objective criteria in addition to those contemplated in paragraph (d) and (e) justify the award to another tenderer; and**
- (g) Any contract awarded on account of false information furnished by the tenderer in order to secure preference in terms of this Act, may be cancelled at the sole discretion of the organ of state without prejudice to any other remedies the organ of state may have.

In this regard your attention is specifically directed to the following: -

- 12.1.1 Bidders can bid for all clusters but will be awarded one cluster. Although the intention of this bid is to award one cluster to one bidder, another cluster/s may be awarded to one bidder. In the event there is no any other responsive bidder in either of the clusters, that cluster will be awarded to the bidder already awarded provided that the bidder bided for those clusters and scored the highest points.
- 12.1.2 Clusters will be allocated in the order of appearance in this bid document. [e.g. if you are the highest scoring bidder in all eight clusters, you will be allocated the first cluster];
- 12.1.3 In an instance the highest scoring bidder has already been awarded a cluster, the next responsive bidder will then be considered;

12.3. PRICE NEGOTIATIONS

Provincial Treasury reserves the right to negotiate price with the responsive bidder/s prior to award. If after negotiations Provincial Treasury does not reach agreement with all responsive bidder/s, may cancel the bid.

12.4. CONTRACT PERIOD

The contract will be awarded for an initial period of three (03) years with Provincial Treasury retaining the option of extending the contract for a further maximum period of two (02) years.

12.5. ORDERING

Service Provider

- 12.5.1.1 The contracted service provider will receive the official valid purchase order(s) from the ordering Provincial Department(s) (a pre-requisite of supply and delivery is receipt of an official valid order form from Provincial Department. Supplying and delivering before order form is issued will result in the risk of the service provider not being paid).
- 12.5.1.2 The supply and delivery of every item must be in terms of the specifications and purchase order.

12.5.1.3 The contracted service provider must supply Provincial Departments with items in terms of this contract.

12.5.1.4 Provincial Treasury reserves the right to test any suspected non-conforming product identified by the end user. The contractor shall carry the costs of testing should the product fail to comply with required specifications.

12.5.1.5 The contracted service provider shall be advised to take immediate corrective action to ensure compliance. Should the contractor fail to comply after corrective measures, then the contract for non-conforming product/s shall be terminated with the contractor.

12.5.1.6 All items to be supplied by the service provider will be inspected by the designated officials at the premises of the purchaser/ Departments during the delivery.

Provincial Departments

12.5.1.7 Provincial Departments should purchase the required items from the contracted service providers in terms of this contract.

12.5.1.8 When placing orders, Provincial Departments must indicate the item number, item description, quantity and amount and this information must be in terms of the contract.

12.6. PACKAGING

12.6.1. Contracted service provider must package items in terms of the specifications and provide quality packaging to prevent damage during transit to Provincial Departments.

12.6.2. All items should be marked clearly with labels, indicating the name of the service provider, item description and quantity, and this must be in terms of the specifications.

12.7. DELIVERY

12.7.1. Contracted service providers should deliver within 7 to 14 working days after receipt of purchase order from Provincial Departments.

12.7.2. Contracted service providers should complete the deliveries within the specified period of 7 to 14 working days and failure may result in the review or cancellation of the contract.

12.7.3. Deliveries should be done during office working hours.

12.7.4. During the delivery process Provincial Departments should be afforded sufficient time to check/verify the contents of boxes and quantities before signing and stamping the delivery note.

12.7.5. Designated officials or a representative mandated by Provincial Departments must sign the delivery note. Only the designated officials must sign for the delivery items

12.7.6. All delivery notes must be on a company letterhead or bear a relevant contracted service provider's stamp as proof of delivery.

12.7.7. Part-delivery will not warrant any partial payment.

12.8. RISK

The Cost, Insurance, and Freight (CIF) method is applicable.

12.9. PAYMENTS

12.9.1. Contracted Service providers

Contracted service providers will lodge their payment claims with Provincial Departments from where orders were received. Payments will be effected within a maximum of 30 days upon receipt of an original tax invoice, copy of delivery note and after delivery of goods.

No partial delivery payment will be allowed.

12.9.2. Provincial Departments

Payments should be made promptly within a maximum of 30 days upon receipt of an original tax invoice, copy of delivery note and after delivery of goods in full.

12.10. BREACH OF CONTRACT

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

- a) if the service provider 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 service provider 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.

12.10.2. 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.

12.10.3. 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 service provider from doing business with the public sector for a period not exceeding 10 years.

12.10.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the service provider 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.

12.10.5. 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.

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

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

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

12.10.7. 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.

12.10.8. Breaching the contract in terms of the specification, purchase order, the delivery period shall result in the cancellation of the contract. The designated service provider shall bear any difference in price of the said supplies and these amounts plus any other damages which may be suffered by the State shall be paid by the designated service provider to the State immediately on demand.

12.10.9. Default by either party (i.e. contracted service providers or any government department) in terms of delivery, quality of products and payments must be reported within seven working days to the Provincial Supply Chain Management Office.

12.11. QUARTERLY REPORTING

12.11.1. Contracted service providers, Provincial Departments including designated district officials (All parties) will be required to attend quarterly meetings to report on overall performance, problems encountered, and review and to take corrective measures where necessary.

12.11.2. Contracted service providers and Provincial Departments should submit quarterly reports to the Provincial Supply Chain Management Office five (05) working days before the date of the scheduled quarterly meeting.

12.12. OBLIGATIONS

12.12.1. Provincial Departments are obliged to ensure that the contracted service providers supply Departments with the approved items within the specified period after orders have been placed.

12.12.2. Contracted service providers are obliged to supply and deliver the approved items in terms of the specifications and purchase orders to Provincial Departments in the North West Province within specified period.

12.12.3. The contracted service providers are obliged to provide the Provincial Departments with the delivery schedules in line with 12.7 above.

12.12.4. Default by either party (i.e. contracted service providers or any Provincial Government Department in terms of delivery, quality of products and payments must be reported within seven (7) working days to the Provincial Supply Chain Management Office.

12.12.5. Provincial Departments to pay the contracted service providers within the stipulated 30 day period.

12.12.6. All parties are obliged to adhere to these special conditions of bids as stipulated in the attached bid forms and general conditions of contract.

13. ADMINISTRATIVE REQUIREMENTS

13.1. Stage 1

Duly completed and signed SBD forms
Valid SARS Tax Compliance Status Pin
CSD Registration Number (MAAA...)

14. EVALUATION CRITERIA

14.1. Stage 2

Functionality

Assessment of functionality with a minimum overall threshold of 70% must be attained by the bidder before the bid can be taken to the next stage of the evaluation.

NO	ELEMENTS	WEIGHT	SCORE
1.	Bank Rating Bidders must provide the latest bank rating certificate from their banks (not older than 3 months) <ul style="list-style-type: none"> • Rating A = 20 • Rating B = 15 • Rating C = 10 • Rating D & E = 05 • Other = 0 	20	
2.	Experience in supply and delivery of the relevant commodities (Hygienic products) where the delivery was done successfully within the last five (05) years. [signed references on the letterhead of previous customer must be attached] <ul style="list-style-type: none"> • 4 or more references = 40 • 3 reference letters = 30 • 2 references = 20 • 1 references = 10 • 0 No reference = 0 	40	
3.	Cumulative value of previous relevant commodities (Hygienic products) in the last five (05) years [signed references on the letterhead of previous customer must be attached]	40	

NWP 001/24 – TRANSVERSAL CONTRACT FOR SUPPLY AND DELIVERY OF TOILET PAPERS AND INSTALLATION OF LOCKABLE TOILET PAPER PLASTIC DISPENSER TO NORTH WEST PROVINCIAL GOVERNMENT FOR A PERIOD OF THREE (03) YEARS

NO	ELEMENTS	WEIGHT	SCORE
	<ul style="list-style-type: none"> • above R 500 000 = 40 • R 200 000 to R 500 000 = 30 • R 50 000 to R 199 999 = 20 • R20 000 to R 49 999 = 10 • Below R20 000 = 0 		
	TOTAL	100	

14.2. Stage 3

Calculation of Price and Specific goals

The bid will be evaluated using 80/20 or 90/10 point system:

The bid price (maximum 80 or 90 points)

Specific goals (maximum 20 or 10 points)

The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Specific goals: *CSD will be used for verification

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race	<ul style="list-style-type: none"> 100% black ownership = 10 75% - 99% black ownership = 8 60% - 74% black ownership = 6 51% - 59% black ownership = 3 1% - 50% black ownership = 2 0% black ownership = 0 	Maximum – 10 points	Maximum – 5 points		
		10	5		
Enterprises located in North West Province		Maximum - 4 points	Maximum - 2 points		
	Within the district bided for	4	2		
	Within the North West Province	2	1		
	Other	0	0		
*Preferred address on CSD will be used					
Enterprise owned by Black Women		Maximum – 6 points	Maximum – 3 points		
	50% - 100% Women Ownership	2	1		
	1% – 49% Women Ownership	1	0.5		
	Other	0	0		
Enterprise owned by	50% - 100% Disability Owned	2	1		
	1% – 49% Disability Owned	1	0.5		
	Other	0	0		

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
People with Disability					
Enterprise owned by Black Youth	50% - 100% Black Youth Owned	2	1		
	1% – 49% Black Youth Owned	1	0.5		
	Other	0	0		

15. Evaluation of trust, consortium, joint venture or partnership

- 15.1 A trust / consortium / joint venture / partnership must submit a signed agreement that clearly stipulates the % of ownership.
- 15.2 A trust / consortium / joint venture / partnership must allow associations on their respective CSD.
- 15.3 The agreement must clearly state participation of the several constituent person and/or companies and/or firms and the period of duration of the agreement.
- 15.4 A trust / consortium / joint venture / partnership must submit a certificate signed by or on behalf of each participating person and/or companies and/or firms authorizing the person who signed the bid to do so.
- 15.5 A trust / consortium / joint venture / partnership must submit a consolidated B-BBEE Status Level Verification Certificate. Zero (0) points will be awarded if separate B-BBEE certificates are submitted.
- 15.6 In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate'.

15.7 Where a trust / consortium / joint venture / partnership are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD or through SARS.

15.8 That a trust / consortium / joint venture / partnership will be evaluated as a single entity for the purpose of functionality criteria.

16. PRICING

16.1 Service Providers must complete pricing schedule form SBD 3.2 per cluster (Pricing schedule non-firm prices).

16.2 Bid prices should be inclusive of all applicable taxes, packaging, other related costs and deliveries.

16.3 Service Providers are expected to quote for all items per cluster, failure to do so will invalidate the bid.

17. PRICE ADJUSTMENT

17.1 Price adjustment will be in terms of the ruling CPI and will be effective on the first anniversary of the contract i.e. one year after the contract commencement date.

17.2 Provincial Supply Chain Management Office must obtain the ruling CPI from Statistics SA.

18. SAMPLES

Prospective service providers must submit samples for their approved items on request.

19. AWARD

The bid to be awarded for all items per cluster.

20. RECOMMENDATION



MR E MONCHO
THE CHAIRPERSON
TRANSVERSAL BID SPECIFICATION COMMITTEE


8-04-2025

DATE

APPROVED/NOT APPROVED



MR NI KUNENE
HEAD OF DEPARTMENT


DATE

SECTION 2

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NWP001/24	CLOSING DATE:	16 MAY 2025	CLOSING TIME:	11H00
DESCRIPTION	TRANSVERSAL CONTRACT FOR SUPPLY AND DELIVERY OF TOILET PAPERS AND INSTALLATION OF LOCKABLE PLASTIC DISPENSERS TO NORTH WEST PROVINCIAL GOVERNMENT FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PROVINCIAL SUPPLY CHAIN MANAGEMENT OFFICE					
19 FIRST STREET, UNITED BUILDING					
INDUSTRIAL SITE					
MAHIKENG, 2745					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Tebogo Lebeko		CONTACT PERSON	Mr Mothusi Hlobane	
TELEPHONE NUMBER	(018) 388 5487		TELEPHONE NUMBER	(018) 388 3585	
E-MAIL ADDRESS	Tlebeko@nwpq.gov.za		E-MAIL ADDRESS	mhlobane@nwpq.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	
<input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

SBD3.2

PRICING SCHEDULE – NON-FIRM PRICES A1 (NMM Health) (PURCHASES)

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

Name of Bidder:	Bid number: NWP 001/24
Closing Time: 11:00	Closing date:

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

NWP 001/24: TRANSVERSAL CONTRACT FOR THE SUPPLY AND DELIVERY OF TOILET PAPERS AND INSTALLATION OF LOCKABLE STAINLESS STEEL DISPENSER TO NORTH WEST GOVERNMENT FOR A PERIOD OF THREE YEARS.			
No	Item Number	Item Description	Unit of Measure Delivered Price (Including VAT)
1	5998	ITEM: TOILET PAPER DESCRIPTION: ROLL UNWRAPPED IN ACCORDANCE WITH THE LATEST ISSUE OF SANS 1887 parts 1&2. WHITE, TWO-PLY SOFT GRADE. 350 SHEETS PER ROLL. (48 PER PACK)	EACH PACK
2	5999	ITEM: TOILET PAPER DESCRIPTION: WHITE, SINGLE - PLY INTERFOLDED, UTILITY GRADE, IN ACCORDANCE WITH THE LATEST ISSUE OF SANS 1887 parts 1&2, SHEET SIZE 110mm WIDE x 210mm LONG. TOLERANCE OF +/- 3mm; 500 SHEETS PER SLEEVE. (30 SLEEVES PER CARTON)	EACH CARTON

3	6054	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR TOILET PAPER ROLLS, CAPACITY THREE (3) ROLLS -INCLUDING INSTALLATION	EACH	
4	6055	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR TOILET PAPER ROLLS, CAPACITY FIVE (5) ROLLS- INCLUDING INSTALLATION	EACH	
5	6056	ITEM: LOCKABLE DISPENSER DESCRIPTION: FOR FOLDED HAND PAPER TOWEL, TO FIT SHEET 240X405 WHITE PLASTIC, WALL MOUNTED	EACH	
6	6057	ITEM: HAND TOWEL DESCRIPTION: REFLEX ROLL HAND TOWEL (6 PER PACK)	EACH PACK	
7	6058	ITEM: DISPENSER DESCRIPTION: FOR REFLEX ROLL HAND TOWEL (COMPATIBLE TO ITEM NUMBER 6057)	EACH	
8	6061	ITEM: DISPOSABLE PAPER CUPS DESCRIPTION: SOFT PAPER CUPS 250ML(30 PER PACK)	EACH SET	
9	6062	ITEM: DISPOSABLE CUPS DESCRIPTION: HARD RECYCLABLE PAPER CUPS 250ML (25 PER PACK)	EACH PACK	
10	6014	ITEM: DISPENSER FOR FOLDED PAPER TOWELS. DESCRIPTION: POLYCARBONATE IN ACCORDANCE WITH THE LATEST ISSUE OF CKS 285, STAINLESS STEEL. WALL-MOUNTED	EACH	
11	6015	ITEM: DISPENSER FOR CENTRE FEED PAPER TOWELS. DESCRIPTION: TYPE 2 - CLOSED TYPE IN ACCORDANCE WITH THE LATEST ISSUE OF CKS 285, PLASTIC, WHITE. WALL-MOUNTED	EACH	

BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)

- | | |
|--|----------------|
| - Does the offer comply with the specification(s)? | *YES/NO |
| - If not to specification, indicate deviation(s) | |
| - Period required for delivery | |
| - Delivery: | *Firm/not firm |

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

**Delete if not applicable

SBD3.2

PRICING SCHEDULE – NON-FIRM PRICES A2 (NMM Other Departments)
(PURCHASES)

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

Name of Bidder.....	Bid number: NWP 001/24
Closing Time: 11:00	Closing date:

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

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2	5999	ITEM: TOILET PAPER DESCRIPTION: WHITE, SINGLE - PLY INTERFOLDED, UTILITY GRADE, IN ACCORDANCE WITH THE LATEST ISSUE OF SANS 1887 parts 1&2, SHEET SIZE 110mm WIDE x 210mm LONG. TOLERANCE OF +/- 3mm; 500 SHEETS PER SLEEVE. (30 SLEEVES PER CARTON)	EACH CARTON

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4	6055	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR TOILET PAPER FOR ROLLS, CAPACITY FIVE (5) ROLLS- INCLUDING INSTALLATION	EACH	
5	6056	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR FOLDED HAND PAPER TOWEL, TO FIT SHEET 240X405 WHITE PLASTIC, WALL MOUNTED	EACH	
6	6057	ITEM: HAND TOWEL DESCRIPTION: REFLEX ROLL HAND TOWEL (6 PER PACK)	EACH PACK	
7	6058	ITEM: DISPENSER DESCRIPTION: FOR REFLEX ROLL HAND TOWEL (COMPATIBLE TO ITEM NUMBER 6057)	EACH	
8	6061	ITEM: DISPOSABLE PAPER CUPS DESCRIPTION: SOFT PAPER CUPS 250ML(30 PER PACK)	EACH SET	
9	6062	ITEM: DISPOSABLE CUPS DESCRIPTION: HARD RECYCLABLE PAPER CUPS 250ML (25 PER PACK)	EACH PACK	
10	6014	ITEM: DISPENSER FOR FOLDED PAPER TOWELS. DESCRIPTION: POLYCARBONATE IN ACCORDANCE WITH THE LATEST ISSUE OF CKS 285, STAINLESS STEEL. WALL-MOUNTED	EACH	
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Total bid price:				

BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)

- Does the offer comply with the specification(s)?	*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery:	*Firm/not firm

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

**Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES B1 (Bojanala Health)
(PURCHASES)

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

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Closing Time: 11:00	Closing date:

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6	6057	ITEM: HAND TOWEL DESCRIPTION: REFLEX ROLL HAND TOWEL (6 PER PACK)	EACH PACK	
7	6058	ITEM: DISPENSER DESCRIPTION: FOR REFLEX ROLL HAND TOWEL (COMPATIBLE TO ITEM NUMBER 6057)	EACH	
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Total bid price:				

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*YES/NO
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- Period required for delivery

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*Firm/not firm

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**Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES B2 (Bojanala Other Departments)
(PURCHASES)

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**Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES C1 (DR KK Health)
(PURCHASES)

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PRICING SCHEDULE – NON-FIRM PRICES C2 (DR KK Other Departments)
(PURCHASES)

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Total bid price:				

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PRICING SCHEDULE – NON-FIRM PRICES D1 (DR RSM Health)
(PURCHASES)

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

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3	6054	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR TOILET PAPER FOR ROLLS, CAPACITY THREE (3) ROLLS -INCLUDING INSTALLATION	EACH

4	6055	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR TOILET PAPER FOR ROLLS, CAPACITY FIVE (5) ROLLS- INCLUDING INSTALLATION	EACH	
5	6056	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR FOLDED HAND PAPER TOWEL, TO FIT SHEET 240X405 WHITE PLASTIC, WALL MOUNTED	EACH	
6	6057	ITEM: HAND TOWEL DESCRIPTION: REFLEX ROLL HAND TOWEL (6 PER PACK)	EACH PACK	
7	6058	ITEM: DISPENSER DESCRIPTION: FOR REFLEX ROLL HAND TOWEL (COMPATIBLE TO ITEM NUMBER 6057)	EACH	
8	6061	ITEM: DISPOSABLE PAPER CUPS DESCRIPTION: SOFT PAPER CUPS 250ML (30 PER PACK)	EACH SET	
9	6062	ITEM: DISPOSABLE CUPS DESCRIPTION: HARD RECYCLABLE PAPER CUPS 250ML (25 PER PACK)	EACH PACK	
10	6014	ITEM: DISPENSER FOR FOLDED PAPER TOWELS. DESCRIPTION: POLYCARBONATE IN ACCORDANCE WITH THE LATEST ISSUE OF CKS 285, STAINLESS STEEL. WALL-MOUNTED	EACH	
11	6015	ITEM: DISPENSER FOR CENTRE FEED PAPER TOWELS. DESCRIPTION: TYPE 2 - CLOSED TYPE IN ACCORDANCE WITH THE LATEST ISSUE OF CKS 285, PLASTIC, WHITE. WALL-MOUNTED	EACH	
Total bid price:				

BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)

- Does the offer comply with the specification(s)?	*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery:	*Firm/not firm

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

**Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES D2 (DR RSM Other Departments)
(PURCHASES)**

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

Name of Bidder.....	Bid number: NWP 001/24
Closing Time: 11:00	Closing date:

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

NWP 001/24: TRANSVERSAL CONTRACT FOR THE SUPPLY AND DELIVERY OF TOILET PAPERS AND INSTALLATION OF LOCKABLE STAINLESS STEEL DISPENSER TO NORTH WEST GOVERNMENT FOR A PERIOD OF THREE YEARS.			
No	Item Number	Item Description	Delivered Price (Including VAT)
1	5998	ITEM: TOILET PAPER DESCRIPTION: ROLL UNWRAPPED IN ACCORDANCE WITH THE LATEST ISSUE OF SANS 1887 parts 1&2. WHITE, TWO-PLY SOFT GRADE. 350 SHEETS PER ROLL. (48 PER PACK)	EACH PACK
2	5999	ITEM: TOILET PAPER DESCRIPTION: WHITE, SINGLE - PLY INTERFOLDED, UTILITY GRADE, IN ACCORDANCE WITH THE LATEST ISSUE OF SANS 1887 parts 1&2, SHEET SIZE 110mm WIDE x 210mm LONG. TOLERANCE OF +/- 3mm; 500 SHEETS PER SLEEVE. (30 SLEEVES PER CARTON)	EACH CARTON
3	6054	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR TOILET PAPER FOR ROLLS, CAPACITY THREE (3) ROLLS -INCLUDING INSTALLATION	EACH

4	6055	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR TOILET PAPER FOR ROLLS, CAPACITY FIVE (5) ROLLS- INCLUDING INSTALLATION	EACH	
5	6056	ITEM: LOCKABLE STAINLESS STEEL DISPENSER DESCRIPTION: FOR FOLDED HAND PAPER TOWEL, TO FIT SHEET 240X405 WHITE PLASTIC, WALL MOUNTED	EACH	
6	6057	ITEM: HAND TOWEL DESCRIPTION: REFLEX ROLL HAND TOWEL (6 PER PACK)	EACH PACK	
7	6058	ITEM: DISPENSER DESCRIPTION: FOR REFLEX ROLL HAND TOWEL (COMPATIBLE TO ITEM NUMBER 6057)	EACH	
8	6061	ITEM: DISPOSABLE PAPER CUPS DESCRIPTION: SOFT PAPER CUPS 250ML(30 PER PACK)	EACH SET	
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11	6015	ITEM: DISPENSER FOR CENTRE FEED PAPER TOWELS. DESCRIPTION: TYPE 2 - CLOSED TYPE IN ACCORDANCE WITH THE LATEST ISSUE OF CKS 285, PLASTIC, WHITE. WALL-MOUNTED	EACH	
Total bid price:				

BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)

- Does the offer comply with the specification(s)?	*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery:	*Firm/not firm

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

**Delete if not applicable

BIDDER'S DISCLOSURE

PURPOSE OF THE FORM

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

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

BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

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

.....
.....

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:

.....
.....

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race	<ul style="list-style-type: none"> 100% black ownership = 10 75% - 99% black ownership = 8 60% - 74% black ownership = 6 51% - 59% black ownership = 3 1% - 50% black ownership = 2 0% black ownership = 0 	Maximum – 10 points	Maximum – 5 points		
	B-BBEE certificate to be attached	10	5		
Enterprises located in North West		Maximum - 4 points	Maximum - 2 points		
	Within the district bided for	4	2		
	Within the North West Province	2	1		
	Other	0	0		
	* Preferred address on CSD will be used				
Enterprise owned by Black Women		Maximum – 6 points	Maximum – 3 points		
	50% - 100% Women Ownership	2	1		
	1% – 49% Women Ownership	1	0.5		
	Other	0	0		
	50% - 100% Disability Owned	2	1		

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprise owned by People with Disability	1% – 49% Disability Owned	1	0.5		
	Other	0	0		
Enterprise owned by Black Youth	50% - 100% Black Youth Owned	2	1		
	1% – 49% Black Youth Owned	1	0.5		
	Other	0	0		
	*CSD Registration Report to be used as verification				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities</p> |

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

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

Js General Conditions of Contract (revised July 2010)