



SERVICE: ACQUISITION OF EXAMINATION BAGS: SCRIPT RETURN BAGS (E36), DISTRICT BAGS (E77) AND MARKING CENTRE BAGS (E96) FOR PROVINCIAL EXAMINATION SERVICES: DEPARTMENT OF EDUCATION - KWAZULU-NATAL PROVINCE FOR A PERIOD OF THREE (3) FROM DATE OF AWARD

Bid No: ZNB 0024 E/2021/2022

NAME OF BIDDER:

(to be filled in by Service Provider)

One-person Business/Sole Trader	
Close corporation	
Public Company	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	
Participation Capacity (Tick One Box)	
Prime Contractor	
Supplier/Sub-Contractor	

RETURN OF BIDS

Bids must be deposited in the bid box situated at: Department of Education, Department Employee's Main Entrance, First Floor Foyer: Bid Box, 228 Pietermaritz Street (NED Building), Pietermaritzburg

Issued By: The Department of Education, 228 Pietermaritz Street, Pietermaritzburg

PRE-QUALIFICATION CRITERION FOR PREFERENTIAL PROCUREMENT

Bidders who meet the following undermentioned requirement will be considered:

- (a) a bidder which is an EME/QSE

Bidders who fail to meet the abovementioned requirement will be disqualified from further evaluation.

TABLE OF CONTENTS.

CONTENTS			PAGE
1.		Definitions	3-4
2.		Check List for Bidders	5
2. Part A SBD 1 – SBD 11 – Standard Bid Documentation	SBD1	Invitation to Bid	6-7
	SBD3	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms.	8
	SBD3.1A	Special conditions of bid and specification	9-10
	SBD3.1B	Price page for for Provincial Examination and twelve (12) district examination components	11-13
	SBD3.1C	Pricing Schedule – Firm Prices (Rendering of Services)	14
	SBD4	Declaration of Interest.	15-17
	SBD6.1	Preference points claim form in terms of the preferential procurement regulations 2017	18-21
	SBD7	Questionnaire replies	22
	SBD8	Declaration of Bidders Past Supply Chain Management Practices	23
	SBD 8.1	Registration on the central supplier’s database.	24
	SBD8.2	Declaration that Information on Provincial Supplier Database is Correct and up to date.	25
	SBD9	Certificate of Independent Bid Determination	26-27
SBD11	Authority to Sign a Bid	28-32	
3. Part B		Special Conditions Of Contract	33-39
4. Part C		General Conditions of Contract	40-51
5. Part D		References	52
6. Part E		Certificate of Compliance with Tender Documentation	53

Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing. Preferably the Department would like to have your Bid Document in a well filed and neatly bound manner. All attachments must be bound to the back of the bid document

Definitions.

1. **“Acceptance bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under bid number **ZNB 0024 E/2020/2021**.
2. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number **ZNB 0024 E/2020/2021**.
3. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
4. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
5. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
6. **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
7. **“Co-operatives”** means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations, through a jointly owned and democratically controlled enterprise organized and operated on co-operative principles.
8. **“Department”** means the Department of Education within the KwaZulu-Natal Provincial Administration and listed in the first column of schedule 2 of the public Service Act, 1994 (Proclamation No. 103 of 1994).
9. **“Disability”** means, in respect of a person, permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
10. **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
11. **“Historical Disadvantaged Individual (HDI)”** means a South African citizen,
 - I) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no. 200 of 1993) (“the interim Constitution”); and/or
 - II) who is a female; and/or
 - III) who has a disability:Provided that a person, who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be a HDI.
12. **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
13. **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
14. **“Person”** includes reference to a juristic person.
15. **“Province”** means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.

16. “Rand value” means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

17. “Small Medium and Micro Enterprises (SMME’s)” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

18. “Specific Contract Participation Goals” means the goals as stipulated in the Preferential Procurement Regulations of 2001.

19. “Sub-contracting” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

20. “Youth” mean all persons between the ages 18 to 35.

CHECK LIST FOR BIDDER

Standard bid documentation:

Part A	Standard relevant and important information	YES	NO
SBD 1	Invitation to Bid	YES	NO
SDB 3	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms	YES	NO
SBD3.1A	Special conditions of bid and specification	YES	NO
SBD3.1B	Price page for for Provincial Examination and twelve (12) district examination components	YES	NO
SBD 3.1C	Pricing Schedule – Firm Prices (Rendering of Services)	YES	NO
SDB 4	Declaration of Interest	YES	NO
SDB 6.1	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	YES	NO
SBD7	Questionnaire replies	YES	NO
SBD8	Declaration of Bidders Past Supply Chain Management Practices	YES	NO
SBD 8.1	Registration on the central suppliers database	YES	NO
SDB 8.2	Declaration that Information on Provincial Supplier Database is Correct and up to date.	YES	NO
SDB 9	Certificate of Independent Bid Determination	YES	NO
SDB 11	Authority to Sign a Bid	YES	NO
Part C	General Conditions of Contract	YES	NO
Part D	Reference	YES	NO
Part E	Certificate of compliance with tender document	YES	NO
COMPULSORY RETURNABLE DOCUMENTS			
Schedule 1	Submission of B-BBEE status level verification certificate/ affidavit	YES	NO
Schedule 2	Copies of founding statements as a proof of entity registration	YES	NO
Schedule 3	Submission of a letter of good standing from the bank	YES	NO
Schedule 4	Certificate of compliance with tender document	YES	NO

STANDARD BID DOCUMENTATION

SBD 1

Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF EDUCATION

BID NUMBER:	ZNB 0024 E/20/21	CLOSING DATE:	25 MAY 2021	CLOSING TIME:	11:00
DESCRIPTION	ACQUISITION OF EXAMINATION BAGS: SCRIPT RETURN BAGS (E36), DISTRICT BAGS (E77) AND MARKING CENTRE BAGS (E96) FOR PROVINCIAL EXAMINATION SERVICES: DEPARTMENT OF EDUCATION - KWAZULU-NATAL PROVINCE FOR A PERIOD OF THREE (3) YEARS FROM DATE OF AWARD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					

Department of Education

Government Employee's Main Entrance, First Floor Foyer: Bid Box

228 Pietermaritz Street, Pietermaritzburg

BIDDING PROCEDURES AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON: Mr F.E. Radebe	E-MAIL ADDRESS	Fusi.radebe@kzndoe.gov.za
--------------------------------	----------------	--

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER			E-MAIL ADDRESS		
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes enclose proof	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER/REPRESENTATIVE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

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

DATE: _____

OFFICIAL COMPANY STAMP

SIGNATURE

NB: BIDDERS ARE REQUESTED TO PUT A COMPANY STAMP WHERE REQUIRED IN THE BID DOCUMENT/ FAILURE TO PROVIDE / OR COMPLY WILL RENDER THE BID INVALID

SBD 3

Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms

PLEASE NOTE THAT THIS RFP (POTENTIAL BID) IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT (PFMA) No. 1 OF 1999; THE KWAZULU-NATAL SUPPLY CHAIN POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and *vice versa* and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questions are “not applicable”, bidders must ensure that “NA” is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the bid document is accurately completed and accompanied by all relevant certificates and other necessary and applicable information. Original signature must appear on all relevant Sections of the bid document. Failure to comply with same will invalidate your bid.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of proposals (potential bids), and no proposal (potential bid) found in any other box or elsewhere subsequent to the closing date and time of submission will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidders are requested to initial each and every page of the bid document
18. **Bidders are requested to append a company stamp where required in the bid document/ failure to provide / or comply will render the bid invalid.**

I HAVE READ AND UNDERSTOOD THE SPECIAL INSTRUCTIONS AND NOTICES ABOVE:

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

OFFICIAL COMPANY STAMP

SBD 3.1A

SPECIFICATION AND PRICE SCHEDULE FOR ACQUISITION OF EXAMINATION BAGS: SCRIPT RETURN BAGS (E36), DISTRICT BAGS (E77) AND MARKING CENTRE BAGS (E96) FOR PROVINCIAL EXAMINATION SERVICES: DEPARTMENT OF EDUCATION - KWAZULU-NATAL PROVINCE FOR A PERIOD OF THREE (3) YEARS FROM DATE OF AWARD

1. SCOPE

- 1.1 This bid calls for service providers to supply/manufacture, pack and deliver Examination Script Return Bags for the period of three (3) years from date of award as follows:
 - 1.1.1 Script return bags (E 36) are required for the delivery of answer scripts from schools after the examination have been written to the allocated nodal points.
 - 1.1.2 District bags (E 77) are required for the packing of question papers bags to be delivered to the 12 District Offices as well as the return of marked answer scripts from the 32 different Marking Centres to the 12 District Offices.
 - 1.1.3 Marking Centre bags (E 96) will be utilized for the delivery of answer scripts from District Offices for onwards transmission to the Marking Centres or venues in respect of the Supplementary, Senior Certificate Examination (amended), National Senior Certificate (NSC) and AET Examinations.

2. TERM OF REFERENCE

The following terms of reference must be adhered to:

- 2.1 Service Providers bidding must ensure that suitable plastic packages as per specification are utilised. These are security packages and should be manufactured such that any attempt to temper with the contents leaves clear evidence.
- 2.2 Estimated quantities will be subject to change but the unit price should be firm for each item for the duration of a bid.
- 2.3 All prices must include Value Added Tax (VAT) and also include the delivery costs to the 12 districts as well as to the Provincial Examination Services in Durban.
- 2.4 Price schedules, which are part of the bid, shall not be amended.
- 2.5 Interested Service Providers **MUST** view the sample bags before pricing by make booking via email to: Fusi.radebe@Kzndoe.gov.za
- 2.6 It is a bid condition that prior to an award of this bid being made or during the evaluation process, the premises of the short listed bidder(s) will be subject to inspection. Therefore, premises of the bidder shall be opened, at reasonable hours, for inspection by representative of the Department of Education.
- 2.7 Bidders must indicate compliance or non-compliance with the relevant bid requirements by ticking the “Yes” or “No” box below.

3. SPECIFICATIONS -

SCRIPT RETURN BAGS (E36)		COMPLIANCE		REMARKS
		YES	NO	
TEXTURE	Durable Plastics (LDPE) [as per sample]			
SIZE	330mm x 420mm + 50mm LIP			
COLOUR	GREEN/GREY/BLACK (as per sample)			
THICKNESS	800 Micron			
PRINT	Black and White with transparent window (refer sample)			
CONSTRUCTION	Non Opening Side Seal (Refer Sample)			
HANDLE	NONE			
PACKING	Shrinkwrap in Clear Plastic in Lots of 100 and Bundles of 1000			
DELIVERY	Malgate Building, 72 Stalwart Simelane Street - Durban			
QUANTITY	300 000			
B. DISTRICT BAGS (E 77)		COMPLIANCE		REMARKS
		YES	NO	
TEXTURE	Durable Plastics (LDPE) [as per sample]			
SIZE	450mm x 500mm + 50mm LIP			
COLOUR	12 Different Colours (as per sample)			
THICKNESS	110 Micron			
PRINT	Black and White			
CONSTRUCTION	Non Opening Side Seal (Refer Sample)			
HANDLE	NONE			
PACKAGING	Shrinkwrap in clear plastic in lots of 200 and bundles of 1000			
DELIVERY	Malgate Building, 72 Stalwart Simelane Street - Durban			
QUANTITY	15 000 x 12 Colours			
C. MARKING CENTRE BAGS (E 96)		COMPLIANCE		REMARKS
		YES	NO	
TEXTURE	Durable Plastics (LDPE) [as per sample]			
SIZE	450mm x 500mm + 50mm LIP			
COLOUR	32 colours different colours as per samples			
THICKNESS	110 MICRON			
PRINT	BLACK AND WHITE			
CONSTRUCTION	Non Opening Side seal (refer Sample)			
HANDLE	None			
PACKING	Shrink-wrap in Clear Plastic in Lots of 200 and Bundles of 1000			
DELIVERY	Malgate Building, 72 Stalwart Simelane Street - Durban			
QUANTITY	5 000 *32 colours			

SBD 3.1B: PRICE SCHEDULES: MALGATE BUILDING-YEAR ONE

(i) SCRIPT RETURN BAGS (E 36)

A	B	C	D	E
QUANTITY	Unit price	VALUE ADDED TAX PER UNIT PRICE	TOTAL PRICE PLUS VAT B + C	TOTALS UNIT PRICE INCLUSIVE OF VAT MULTIPLIED BY QUANTITY D X A
300 000	R	R	R	R
SUB-TOTAL				R

(ii) DISTRICT BAGS (E 77)

A	B	C	D	E
QUANTITY	Unit price	VALUE ADDED TAX PER UNIT PRICE	TOTAL PRICE PLUS VAT B + C	TOTALS UNIT PRICE INCLUSIVE OF VAT MULTIPLIED BY QUANTITY D X A
15 000 x 12 Colours	R	R	R	R
SUB-TOTAL				R

(iii) MARKING CENTRE BAGS (E 96)

A	B	C	D	E
QUANTITY	Unit price	VALUE ADDED TAX PER UNIT PRICE	TOTAL PRICE PLUS VAT B + C	TOTALS UNIT PRICE INCLUSIVE OF VAT MULTIPLIED BY QUANTITY D X A
5000 x 30 COLOURS	R	R	R	R
SUB-TOTAL				R

GRAND TOTAL FOR E36, E77 AND E96 FOR YEAR (1)	R
--	---

NAME AND SURNAME OF COMPANY REPRESENTATIVE

SIGNATURE

DATE

OFFICIAL COMPANY STAMP

PRICE SCHEDULE–YEAR TWO

(i) SCRIPT RETURN BAGS

A	B	C	D	E
QUANTITY	Unit price	VALUE ADDED TAX PER UNIT PRICE	TOTAL PRICE PLUS VAT B + C	TOTALS UNIT PRICE INCLUSIVE OF VAT MULTIPLIED BY QUANTITY D X A
300 000	R	R	R	R
SUB-TOTAL				R

(ii) DISTRICT BAGS (E 77)

A	B	C	D	E
QUANTITY	Unit price	VALUE ADDED TAX PER UNIT PRICE	TOTAL PRICE PLUS VAT B + C	TOTALS UNIT PRICE INCLUSIVE OF VAT MULTIPLIED BY QUANTITY D X A
15 000 x 12 Colours	R	R	R	RR
SUB-TOTAL				R

(iii) MARKING CENTRE BAGS (E 96)

A	B	C	D	E
QUANTITY	Unit price	VALUE ADDED TAX PER UNIT PRICE	TOTAL PRICE PLUS VAT B + C	TOTALS UNIT PRICE INCLUSIVE OF VAT MULTIPLIED BY QUANTITY D X A
5000 x 30 COLOURS	R	R	R	R
SUB-TOTAL				R

GRAND TOTAL FOR E36, E77 AND E96 FOR YEAR (2)	R
--	---

SIGNATURE

DATE

OFFICIAL COMPANY STAMP

PRICE SCHEDULE- YEAR (3)

(i) SCRIPT RETURN BAGS (E 36)

A	B	C	D	E
QUANTITY	Unit price	VALUE ADDED TAX PER UNIT PRICE	TOTAL PRICE PLUS VAT B + C	TOTALS UNIT PRICE INCLUSIVE OF VAT MULTIPLIED BY QUANTITY D X A
300 000	R	R	R	R
SUB-TOTAL				R

(ii) DISTRICT BAGS (E 77)

A	B	C	D	E
QUANTITY	Unit price	VALUE ADDED TAX PER UNIT PRICE	TOTAL PRICE PLUS VAT B + C	TOTALS UNIT PRICE INCLUSIVE OF VAT MULTIPLIED BY QUANTITY D X A
15 000 x 12 Colours	R	R	R	R
SUB-TOTAL				R

(iii) MARKING CENTRE BAGS (E 96)

A	B	C	D	E
QUANTITY	Unit price	VALUE ADDED TAX PER UNIT PRICE	TOTAL PRICE PLUS VAT B + C	TOTALS UNIT PRICE INCLUSIVE OF VAT MULTIPLIED BY QUANTITY D X A
5000 x 30 COLOURS	R	R	R	R
SUB-TOTAL				R

GRAND TOTAL FOR E36, E77 AND E96 FOR YEAR (3)	R
--	---

NAME AND SURNAME OF COMPANY REPRESENTATIVE

SIGNATURE

DATE

OFFICIAL COMPANY STAMP

SBD 3.1C

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

Name of bidder_____

Bid number: ZNB 0024 E/2020/2021

Closing Time 11:00

Closing date: 25 MAY 2021

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

ACQUISITION OF EXAMINATION BAGS: SCRIPT RETURN BAGS (E36), DISTRICT BAGS (E77) AND MARKING CENTRE BAGS (E96) FOR PROVINCIAL EXAMINATION SERVICES: DEPARTMENT OF EDUCATION - KWAZULU-NATAL PROVINCE FOR A PERIOD OF THREE (3) YEARS FROM DATE OF AWARD

BID PRICE IN RSA CURRENCY.....

**** (ALL APPLICABLE TAXES INCLUDED)**

AMOUNT IN WORDS.....

- Does the offer comply with the specification(s)? ***YES/NO**
- If not to specification, indicate deviation(s)
- Delivery basis

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

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

***Delete if not applicable**

.....
SURNAME AND INITIALS OF REPRESENTATIVE

.....
DATE

.....
SIGNATURE

OFFICIAL COMPANY STAMP

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:.....

2.2 Identity Number:.....

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

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

.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars: Name of person / director / trustee / shareholder/ member:

.....

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

.....

Position occupied in the state institution:.....

Any other particulars:.....

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

2.7.2.1 If yes, did you attach proof of such authority to the bid document YES ☐ NO ☐

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

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

.....

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

2.8.1 If so, furnish particulars:.....

.....

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

2.9.1 If so, furnish particulars:.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES ☐ NO ☐

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES ☐ NO ☐

2.11.1 If so, furnish particulars:.....

.....

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME AND SURNAME)

.....

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER (COMPANY NAME)

OFFICIAL COMPANY STAMP

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

POINTS

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

(Tick applicable box)

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

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the subcontractor.....

iii) The B-BBEE status level of the subcontractor.....

iv) Whether the sub-contractor is an EME or QSE. (Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm _____

8.2 VAT registration number _____

8.3 Company registration number _____

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
(vi) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
a) disqualify the person from the bidding process;
b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
e) forward the matter for criminal prosecution.

I HAVE READ AND UNDERSTOOD THE SPECIAL INSTRUCTIONS AND NOTICES ABOVE:

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

OFFICIAL COMPANY STAMP

SBD 7

QUESTIONNAIRE REPLIES

1. Are the prices/rates quoted firm?
2. Is the delivery period stated firm?
3. What are the names and addresses of the factories where the goods will be manufactured and, if required,
Inspected?
4. Is a special import permit required?

I HAVE READ AND COMPLIED WITH THE SPECIAL INSTRUCTIONS ABOVE:

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

OFFICIAL COMPANY STAMP

SBD 8 (to be completed by Company)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

OFFICIAL COMPANY STAMP

SBD 8.1

Registration on the Central Suppliers Database

2.8.1. In terms of National Treasury Circular No 4 of 2016/2017 all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Central Suppliers Database.

2.8.2. Prospective suppliers are now able to self-register on the CSD website: <http://www.csd.gov.za>

2.8.3. The CSD interfaces to South Africa Revenue Service (SARS) to enable tax clearance certificate verification and the Companies and Intellectual Property Commission (CIPC) for verification of business registration and business ownership information. The CSD furthermore verifies supplier information with the register for tenders defaulters and database of restricted suppliers, and verifies South African identification numbers with the Department of Home Affairs (DHA).

2.8.4. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

2.8.4.1 de-register the supplier from the Database,

2.8.4.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

2.8.5. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed particulars or circumstances.

I HAVE READ AND COMPLIED WITH THE SPECIAL INSTRUCTIONS ABOVE:

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

OFFICIAL COMPANY STAMP

SBD 8.2

DECLARATION THAT *INFORMATION* ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

WHO REPRESENTS (state name of bidder) _____

AM AWARE OF THE CONTENTS OF THE NATIONAL CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

CENTRAL SUPPLIER DATABASE REGISTRATION NO. _____

I HAVE READ AND COMPLIED WITH THE SPECIAL INSTRUCTIONS ABOVE:

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

OFFICIAL COMPANY STAMP

SBD 9

Certificate of Independent Bid Determination

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging²). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - 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.
 - 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.
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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid.

I, the undersigned, in submitting the accompanying bid: **ZNB 0024 E/2021/2022: ACQUISITION OF EXAMINATION BAGS: SCRIPT RETURN BAGS (E36), DISTRICT BAGS (E77) AND MARKING CENTRE BAGS (E96) FOR PROVINCIAL EXAMINATION SERVICES: DEPARTMENT OF EDUCATION - KWAZULU-NATAL PROVINCE FOR A PERIOD OF THREE (3) FROM DATE OF AWARD**

in response to the invitation for the bid made by the KwaZulu-Natal Department of Education do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

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

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

Certificate of Independent Bid Determination (continued)

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.

I HAVE READ AND COMPLIED WITH THE SPECIAL INSTRUCTIONS ABOVE:

SURNAME AND INITIALS OF REPRESENTATIVE

DATE

SIGNATURE

OFFICIAL COMPANY STAMP

SBD 11

Authority to Sign a Bid

1. If a bidder is a company, a certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any bid resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.
2. If a close corporation submitted a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.
3. A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authorizing a member or other official of the co-operative to sign the bid documents on their behalf.

A COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on this _____ day of _____ 20_____,
Ms/Mr/Dr/Prof _____ (whose signature appears below) has been duly
authorised to sign all documents in connection with this bid on behalf of (Name of Company):
_____ IN HIS/HER

CAPACITY AS: _____

SIGNED ON BEHALF OF COMPANY: _____
(NAME OF BIDDER)

SIGNATURE OF SIGNATORY: _____ DATE: _____

WITNESSES: 1. _____ DATE: _____

2. _____ DATE: _____

Authority to Sign a Bid (continued)

B SOLE PROPRIETOR (one-person business)

I, _____ the undersigned hereby confirm that I am the sole owner of the business trading as

SIGNATURE: _____ DATE: _____

C PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
----------------------	---------------------	-----------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

We, the undersigned in the business trading as _____ hereby authorise _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

Authority to Sign a Bid (continued)

D CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of a meeting held on this _____ day of _____ 20____,

Ms/Mr/Dr/Prof _____ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation):

IN HIS/HER CAPACITY AS: _____

SIGNED ON BEHALF OF CLOSE CORPORATION: _____
(NAME OF BIDDER)

SIGNATURE OF SIGNATORY: _____ DATE: _____

WITNESSES: 1. _____ DATE: _____

2. _____ DATE: _____

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of a meeting held on this _____ day of _____ 20____,

Ms/Mr _____ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of (Name of Co-operative):

IN HIS/HER CAPACITY AS: _____

SIGNED ON BEHALF OF THE CO-OPERATIVE: _____
(NAME OF BIDDER)

SIGNATURE OF SIGNATORY: _____ DATE: _____

WITNESSES: 1. _____ DATE: _____

2. _____ DATE: _____

Authority to Sign a Bid (continued)

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF A JOINT VENTURE

By resolution/agreement passed/reached by joint venture partners on this ____ day of ____ 20____,

Mr/Ms _____; Mr/Ms _____;

Mr/Ms _____; Mr/Ms _____;

Mr/Ms _____; Mr/Ms _____;

(Whose signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of (Name of Joint Venture): _____

IN HIS/HER CAPACITY AS: _____

SIGNED ON BEHALF OF: (COMPANY NAME) _____
(NAME OF BIDDER)

SIGNATURE OF SIGNATORY: _____ DATE: _____

1. IN HIS/HER CAPACITY AS: _____

SIGNED ON BEHALF OF: (COMPANY NAME) _____
(NAME OF BIDDER)

SIGNATURE OF SIGNATORY: _____ DATE: _____

2. IN HIS/HER CAPACITY AS: _____

SIGNED ON BEHALF OF: (COMPANY NAME) _____
(NAME OF BIDDER)

SIGNATURE OF SIGNATORY: _____ DATE: _____

3. IN HIS/HER CAPACITY AS: _____

4. SIGNED ON BEHALF OF: (COMPANY NAME) _____
(NAME OF BIDDER)

SIGNATURE OF SIGNATORY: _____ DATE: _____

Authority to Sign a Bid (*continued*)

G CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution passed by the Board of Directors on this _____ day of _____ 20____,

Miss/Mr/Mrs/Dr/Prof _____ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Consortium): _____

IN HIS/HER CAPACITY AS: _____

SIGNATURE OF SIGNATORY: _____ DATE: _____

PART B: SPECIAL CONDITIONS OF BID

1. SCOPE

The purpose of this bid is to appoint a suitable service provider/s for the acquisition of Examination bags: script return bags (E36), District bags (E77) and Marking centre bags (E96) for Provincial examination services: Department of education - KwaZulu-Natal province for a period of three (3) years from date of award.

2. COMPULSORY BRIEFING SESSION

2.1 There will be no compulsory briefing session for this bid.

2.2 The onus is on the service provider to ensure that they are familiar with the services quoted for.

2.3 Prospective bidders who wish to view the samples must forward their request for the Attention of Mr F.E. Radebe to this email address: fusi.radebe@kzndoe.gov.za ten days before the closing date.

3. FALSE DECLARATION

3.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.

3.2 Any false declaration or intentional omission of relevant facts shall be reported to the Department of Education, which on receipt of such a report may disqualify the bidder concerned.

4. VALIDITY OF BIDS

Bids must hold good for a period of 180 days from the date of closing of the bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity period. Should this occur, the Department will request bidders to extend the validity period under the same terms and conditions as originally tendered for by bidders.

5. ACCEPTANCE OF BIDS

5.1 The Department is not bound to accept the lowest or any portion of the bid and reserves the right not to award.

5.2 The financial standing of bidders and their ability to manufacture/supply goods or render services may be examined before their bids are considered for acceptance.

6. CONTRACT PERIOD

6.1 The contract period is three years from date of award.

6.2 The KwaZulu-Natal Department of Education reserves the right to terminate the contract should the Awarded Entity fail to fulfil its contractual obligation in terms of this contract.

7. ORDERS

Services shall be rendered only upon receipt of a written official order from the Department of Education. Services shall be rendered as indicated on the official order or contract as the case may be.

8. WARRANTY

8.1 The awarded entity warrants that it is able to deliver to the satisfaction of the department.

8.2 The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the department in terms of this bid.

9. PRICING

- 9.1 Bidders should provide a detailed pricing schedule
- 9.2 Prices must be in South African Currency, be inclusive of VAT and exclude any trade discount.
- 9.3 Price must be firm for the duration of the contract.

10. PAYMENT AND INVOICING

- 10.1 Payment will only be processed by the appropriately authorised officials upon receipt and verification of invoices.
- 10.2 Payment will be made to the awarded Entity only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Department.
 - 10.2.1 Invoices must clearly indicate the order number, invoice number and comply with VAT Act.
 - 10.2.2 Payments shall be done normally within 30 days after receipt of an acceptable, valid invoice.

11. CANCELLATION OF BID

The Department reserves the right to cancel the bid.

12. AMENDMENT OF BID CONDITIONS, ORDER, STIPULATIONS OF CONTRACT, ETC.

No agreement to amend or vary the bid conditions or order or stipulations of contract shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the department Bid Adjudication Committee and the Head of the Department.

13. CESSION OF CONTRACT

Any cession of a contract will not be accepted.

14. TAX CLEARANCE CERTIFICATE or TAX COMPLIANCE STATUS PIN

- 14.1 The original Tax Clearance Certificate or Tax Compliance Status Pin must be submitted with the bid before the closing date and time of the bid. Failure to update Tax Status on the Central Supplier Database (CSD) will invalidate your bid.
- 14.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate or Tax Compliance Status Pin together with the bid before the closing date and time of bid.
 - Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate or Tax Compliance Status Pin together with the bid before the closing date and time of bid.

15. CENTRAL SUPPLIERS DATABASE (CSD)

- 15.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD). A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 15.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
- 15.3 The Department will verify the Tax Clearance compliance status of a bidder through the Central Suppliers' Database (CSD).

NB: No contract shall be concluded with any bidder whose tax matters are not in order. Bidders are requested to ensure that they update their details including tax matters with CSD.

16. SUBMISSIONS AND COMPLETION OF SECTION D (SBD 6.1)

Bidders are to complete SBD 6.1 document where applicable. Failure by the bidder to submit a valid B-BBEE status level verification certificate/ affidavit, will result in the bidder not being considered for preference points allocation. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and Section D (SBD 6.1) will not be processed further.

17. JOINT VENTURES/CONSORTIUM

Any Bid by a Joint Venture (JV)/Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.

- 17.1 Parties to the JV/Consortium must all sign the JV agreement and the minutes of the meeting must be submitted with the bid at the closing date.
- 17.2 Should the parties enter into a JV, should reflect a lead partner and the following nominations:
 - 17.2.1 bank account to be used for the purpose of this Bid or contract,
 - 17.2.2 authorised representative and signatory
 - 17.2.3 authorised letterhead, address, etc.
 - 17.2.4 joint venture of B-BBEE certificate.
 - 17.2.4 each part to a Joint Venture /Consortium must submit separately the following documents:
 - 17.2.4.1 Tax Clearance
 - 17.2.4.2 B-BBEE certificate
 - 17.2.4.3 CK document
 - 17.2.4.4 Letter of good standing from the bank
 - 17.2.4.5 Company Profile
 - 17.2.4.6 References

18. COMPLETENESS OF THE BID DOCUMENT.

The Bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e. signatures and company stamps should be appended where required and documents called for should be submitted.

19. SUBMISSION OF BIDS

- 19.1 Bids are to be submitted to the offices of the Department of Education ground floor entrance, 228 Pietermaritz Street, Pietermaritzburg, 3201 (Ex- NED Building), on or before 11:00am. All bids are to be deposited in the bid box situated at the reception area. Late bids will not be accepted.
- 19.2 Documents submitted by Bidders will not be returned.

20. EXPENSES INCURRED IN PREPARATION OF BIDS

The department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

21. COMPUTERIZED BID DOCUMENTS

Submission of reproduced computer printouts or faxed bid documents will not be accepted.

22. LATE BIDS

- 22.1 Bids are late if they are received at the address indicated in the bid document after the closing time.
- 22.2 Late Bids shall not be considered.

23. APPEALS PROCEDURE

Any appeal on matters arising from the bidding process and/or award thereof shall be referred to the Bid Appeals Tribunal: Practice Note No. SCM - 07 of 2006.

24. NOTIFICATION OF AWARD OF BID

- 24.1 Notification of award of a bid shall be in writing to the successfully bidder by a duly authorised official of the department.
- 24.2 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.
- 24.3 The publication of an intention to award will be advertised in the same media as the invitation to bid.

25. CONTRACT AND SERVICE LEVEL AGREEMENT

The successful bidder will be required to sign a Service Level Agreement with the KwaZulu-Natal Department of Education.

26. QUERIES FROM THE BIDDERS

- 26.1 Any correspondence with regards to this bid which the bidder wishes to raise on the special conditions for bidders must be addressed or hand delivered to the:

Director: Demand & Acquisitions
Private Bag X 9137
PIETERMARITZBURG, 3200

For Attention: Mr FE Radebe, E-mail Address: Fusi.Radebe@kzndoe.gov.za

27. COMMUNICATION, MEDIA RELEASES, ETC

Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department of Education, which on receipt of such report may, at their discretion, disqualify the bidder concerned. All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department of Education. The successful Bidder shall not, without the written consent of the Department of Education, because any statement or advertisement to be printed screened or aired by the media.

28. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

- 28.1 A bidder shall not in any way communicate with a member of the Bid Committee or with any officer, agent, or representative of the Department of Education on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded:
 - 28.1.1 at the request of the Department of Education or his authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise or from giving a demonstration so as to enable the recommendation on the award of the Contract to be formulated;

- 28.1.2 at the request obtained from the Department of Education or his authorized representative, information as to the date upon which the award of the Contract is likely to be made or, after the decision upon the award has been made by the Bid Committee to which the Department of Education had delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of bids or from submitting to the Department of Education in writing any communication relating to this bid or the award of the Contract or for leave to withdraw his bid;
- 28.1.3 contravention of paragraph 26.1, as previously described, or any attempt to contravene such paragraph shall be reported to the Department of Education which may on receipt of such report either disqualify the bid of the bidder concerned or submit a report thereon to the Bid Committee of the Department of Education which may disqualify the bid.

29. UNDERTAKING

- 29.1 In the event of there being any change in the nature of the Contractor including, but not limited to, *inter alia*, it's:-
- 29.1.1 Directors, shareholdings, membership and/or management;
 - 29.1.2 Constitution, memorandum and/or articles;
 - 29.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 29.1.4 HDI, BEE and/or SMME status;
 - 29.1.5 Locality of principle place of business, branch offices and/or warehouses;
 - 29.1.6 Any changes ancillary to the above;
- 29.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.
- 29.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, *inter alia*, the following:-
- 29.3.1 Directors, shareholdings, membership and/or management; trustees;
 - 29.3.2 Constitution, memorandum and/or articles; trustee;
 - 29.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 29.3.4 HDI, BEE and/or SMME status;
 - 29.3.5 Locality of principle place of business, branch offices and/or warehouses;
 - 29.3.6 Any changes ancillary to the above;
- 29.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- 29.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers:-
- 29.5.1 has been listed on the national Treasury's Database as entities prohibited from doing business with the public sector;
 - 29.5.2 has been 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);
 - 29.5.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
 - 29.5.4 has died or ceased to exist;
 - 29.5.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
 - 29.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.

- 29.5.7 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies:-
- 29.5.8 immediately cancel the contract;
- 29.5.9 revisit the contract and issue directives with regard to the remaining term of the contract;
- 29.5.10 engage the services of other parties and service providers;
- 29.5.11 engage the service of the next favourable bidder;
- 29.5.12 exercise the remedies available to it in terms of the provisions of paragraph 11 of the General Conditions of Contract;
- 29.5.13 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
- 29.5.14 cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- 29.5.15 Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

30. PRE-QUALIFICATION CRITERION FOR PREFERENTIAL PROCUREMENT

30.1 Bidders who meet the following undermentioned requirement will be considered:

- (b) a bidder which is an EME/QSE
Bidders who fail to meet the abovementioned requirement will be disqualified from further evaluation.

31. EVALUATION CRITERIA

31.1 The evaluation criteria will consist of the following steps:

Step 1: Check and verify compliance with the submission and completion of compulsory bid documents viz Part A, SBD1 to SBD 11. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

- **Refer to SBD3 from paragraph one (1) to paragraph eighteen (18) and thereafter read it carefully regarding the requirements for the completion of bid document. Failure to adhere to this requirement will invalidate your bid.**

NB: Each party to the J/V or Consortium must individually compile Sections SBD 4, SBD 6.1 and SBD 11.

Step 2: Check and verify compliance with the submission of schedules 1 to 3 and documents called for. The Non-submission of the schedules and documents called for contained in the bid document or to be completed and submitted, as well as incomplete and inaccurate schedules will render the bid invalid.

Schedule No.	COMPULSORY RETURNABLE DOCUMENTS
Schedule 1	Submission of B-BBEE status level verification certificate/ affidavit
Schedule 2	Copies of founding statements as a proof of entity registration
Schedule 3	Submission of a letter of good standing from the bank indicating company name
Schedule 4	Certificate of compliance with tender document

Step 3: Functionality

CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
1 Functionality	30		
1.1 Business Premises/Site (proximity to Department of Education)	(10)	10 points for KZN. 5 point for outside KZN.	1. CSD verification 2. Physical verification
1.2 Capacity to deliver	(10)		
1.2.1 Demonstrate capacity to deliver printing of plastic material and other related items.	(10)	10 points for 3 or more records of evidence by manufacture or signed agreement between manufacture and supplier 5 points for one/ two records 0 point for non-submission	1. List of client supplied with plastic packaging and other related item. 2. Letters of reference/copies of previous orders 3. Duly signed lease agreement with or Affidavit
1.3 Financial Capacity	(10)		
1.3.1 Letter of good standing from the bank confirming good financial standing	(10)	10 - Points for submitting a letter of good standing from the bank with good financial standing 0 - Points for non-submission	1. letter of good standing from the bank indicating company name with good financial standing

NB. Bidders Who Score Less Than 50% in each category for Functionality Will Be Eliminated

Step 4: Physical verification on the short listing companies by the Department.

Step 5: Application of the 80/20 preference point system.

- 80 points will be allocated for price and 20 points will be allocated for Social/ Empowerments Goals. Points are indicated against each goal as follows:

FACTORS	POINTS
PRICE POINTS	80
PREFERENCE POINTS FOR B-BBEE	20
TOTAL	100

Step 6: Final evaluation and award of bid.

Step 7: Publication of intention to award.

Step 8: Confirmation of no appeal letter from Provincial Treasury.

Step 9: Contract and service level agreement by and between the Department and the successful bidder.

Step 10: Issue of purchase order

PART C: GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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 Province and the Contractor, 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 Contractor 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 anything 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 recognised 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 with 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 their site**” means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor 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 and services 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 Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province 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 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 Contractor 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 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. “**Province**” means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- 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 Contractor covered under the contract.
- 1.25. “**written**” or “**in writing**” means handwritten in ink or any form of electronic or mechanical writing.

2. CESSION OF CONTRACTS

- 2.1. The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 2.2. This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

3. DISCREPANCIES

- 3.1. Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces’ Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

4. QUALITY AND GUARANTEE

- 4.1. All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 4.2. Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province’s advantage, such variation or alteration shall be performed to the Province’s satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 4.3. The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province’s Representative at the time the Goods were delivered.
- 4.4. The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.

- 4.5. 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 the Special Conditions of Contract.
- 4.6. The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 4.7. The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 4.8. The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 4.9. If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

5. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 5.1. If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 5.2. Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 5.3. Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 5.4. Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 5.5. In the event of the Province availing itself of the remedies provided for in paragraph 5.2.
 - 5.5.1. the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province

immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or

5.5.2. if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.

5.6. No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.

5.7. If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

6. PATENTS

6.1. The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.

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

7. PACKAGING, MARKING AND DELIVERY

7.1. All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.

7.2. All goods shall be clearly marked in the manner stated in the Goods or Services Information.

7.3. Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

7.4. Goods shall be delivered on Weekdays between 08h00 and 16h00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (7.4) is applicable only when not excluded in the Special Conditions of Contract.

7.5. Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.

7.6. Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.

7.7. Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.

7.8. If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.

- 7.9. If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 7.9.1. No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
 - 7.9.2. Delivery of any materials is being or is likely to be delayed beyond the delivery date promised; and/or
 - 7.9.3. There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation; and/or
 - 7.9.4. In the case where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 7.10. Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

8. CONSIGNMENT OF GOODS

- 8.1. Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 8.2. Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 8.3. The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 8.4. Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

9. PAYMENT

- 9.1. The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 9.2. Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 9.3. Payments will be made in Rand unless otherwise stipulated. Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

10. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

11. CONTRACT PRICE ADJUSTMENT

- 11.1. Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:

- 11.1.1. Where the cost to the bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the cost to the bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
- 11.1.2. Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 11.1.3. Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 11.1.4. No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 11.1.5. The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 11.1.6. Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 11.1.7. In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

12. REMEDIES IN CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 12.1. In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options:
 - 12.1.1. Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

- 12.1.2. Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 12.1.3. For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 12.1.4. Should the Province elect to act in terms of paragraph 12.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 12.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 12.1.5. Should the Province act in terms of paragraph 12.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

13. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

14. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

15. PREFERENCES

Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:

- 15.1. Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and/or
- 15.2. Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
- 15.3. The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

16. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

17. SECURITY

- 17.1. Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

- 17.2. In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 17.3. No deposits are required for bid applications for contracts below R 500 000.

18. ORDERS

- 18.1. Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or the contract, as the case may be.
- 18.2. The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
 - 18.2.1. Name of Institution placing order;
 - 18.2.2. Provincial official order number;
 - 18.2.3. Quantity ordered; and
 - 18.2.4. List of items ordered.

19. EXPORT LICENSES

When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:

- 19.1. Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
- 19.2. If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

20. INSURANCE

- 20.1. 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.
- 20.2. 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.
- 20.3. Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

21. INSPECTION, TESTS AND ANALYSIS

- 21.1. In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 21.2. If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 21.3. Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the

inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.

- 21.4. If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 21.5. If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 21.6. Goods and services which do not comply with the contract requirements may be rejected.
- 21.7. Any goods 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, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 21.8. Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 21.9. Provisions contained in sub-clause 21.1 and 21.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

22. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

23. CONTRACTOR'S LIABILITY

- 23.1. In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 23.2. The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

24. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

25. SUBMISSION OF CLAIMS

- 25.1. Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 25.2. For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired, will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 25.3. Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

26. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 26.1. Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 26.2. The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

27. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 27.1. The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 27.2. No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

28. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing

29. NOTICES

- 29.1. Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- 29.2. 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 such notice.

30. INCIDENTAL SERVICES

- 30.1. The Contractor may be required to provide any or all of the following services, Including additional services, if any, specified in the Special Conditions of Bid:

- 30.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 30.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 30.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 30.1.4. 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 Contractor of any warranty obligations under this contract; and
- 30.1.5. training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 30.2. Prices charged by the Contractor 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 Contractor for similar services.

31. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 31.1. The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.
- 31.2. The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 31.3. Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 31.4. The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

32. SPARE PARTS

- 32.1. If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
 - 32.1.1. such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.
 - 32.1.2. In the event of termination of production of the spare parts:
 - 32.1.2.1. Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
 - 32.1.2.2. Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

33. PENALTIES

Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

34. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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.

35. GOVERNING LANGUAGE

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.

36. TAXES AND DUTIES

- 36.1. A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 36.2. A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 36.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

4.) Part D

References

References. A schedule reflecting the number of bids secured by the Bidding entity and/ or their individual Directors, members, trustees and partners.

References. List bids / contracts secured by the bidding entity and/ or their individual directors, members, trustees and partners

No.	Name of Client	Site where services were delivered	Contract Value	Start Date	End Date	Contact Person	Telephone No of Contact Person	Fax

.....
Surname and Initials of Representative

.....
Signature

OFFICIAL COMPANY STAMP

Part E

Certificate of Compliance with Tender Documentation

Certificate of Compliance with Tender Documentation

It is certified that I/We _____

- 1) have read through and fully understood all the requirements of the Tender Documents and any other associated documents.
- 2) am/are willing to submit the Tender based on all the Conditions of Contract, as described, and shall comply with all the terms and conditions of this Contract, as well as provide all annexures and schedules stipulated.
- 3) have witnessed the demographics of the Province and studied requirements and acknowledged all restrictions, etc thereto.
- 4) acknowledge, understand and confirm full acceptance of the specification incorporated in this Tender document, and that failure to comply with the submission of a completed bid document as well as failure to submit all relevant Annexures and Schedules will result in the immediate disqualification of the bid submitted.

COMPANY NAME : _____

DESIGNATION : _____
For and on behalf of

NAME OF BIDDER OR
REPESANTITIVE : _____
(Duly authorized)

DATE : _____

SIGNATURE OF BIDDER
OR REPESANTITIVE : _____

COMPANY ADDRESS : _____

WITNESS : _____
INITIALS & SURNAME

SIGNATURE OF WITNESS : _____

OFFICIAL COMPANY STAMP