



## forestry, fisheries & the environment

Department:  
Forestry, Fisheries and the Environment  
REPUBLIC OF SOUTH AFRICA

### INVITATION TO BID

#### **BID NUMBER: DFFE-T019 (24-25)**

TO ESTABLISH A PANEL OF SUPPLIER(S) PER PROVINCE WITHIN THE INLAND REGION/  
CLUSTER: LIMPOPO, MPUMALANGA, FREE STATE, GAUTENG, NORTHERN CAPE, AND  
NORTHWEST FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THE DEPARTMENT OF  
FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF TWENTY-FOUR  
(24) MONTHS

#### ENQUIRIES:

Name : SCM Officials  
Office Telephone No. : 012 399 9892  
E-Mail : Tenders@dffe.gov.za

#### NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Company name	Supplier registration number	Unique reference number	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

**THE CLOSING DATE OF THE BID: 08 NOVEMBER 2024 AT 11:00 AM**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT.</b>					
BID NUMBER:	DFFE-T019 (24-25)	CLOSING DATE:	08 NOVEMBER 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	TO ESTABLISH A PANEL OF SUPPLIER(S) PER PROVINCE WITHIN THE INLAND REGION/ CLUSTER: LIMPOPO, MPUMALANGA, FREE STATE, GAUTENG, NORTHERN CAPE, AND NORTHWEST FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Forestry Fisheries and the Environment, The Environment House,					
473 Steve Biko Road, Cnr Soutpansberg and Steve Biko Road, Arcadia, Pretoria /Tshwane					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM Officials		CONTACT PERSON		
TELEPHONE NUMBER	012 399 9892		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@dffe.gov.za		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 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."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

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

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

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;  
 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.  
 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.  
 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.  
 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.  
 3.6 I am aware that, in addition and without prejudice to any other remedy provided to

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

**SBD4**

combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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



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

### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
More than 50% (fifty percent) ownership by Black people	20	
More than 50% (fifty percent) ownership by Women	20	
More than 50% (fifty percent) ownership by people with disabilities	20	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



**forestry, fisheries  
& the environment**

Department:  
Forestry, Fisheries and the Environment  
REPUBLIC OF SOUTH AFRICA

**THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF THE STATE SUBSCRIBES TO AND PROPAGATES THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

#### **TERMS OF REFERENCE**

**TO ESTABLISH A PANEL OF SUPPLIER(S) PER PROVINCE WITHIN THE INLAND REGION/ CLUSTER: LIMPOPO, MPUMALANGA, FREE STATE, GAUTENG, NORTHERN CAPE, AND NORTHWEST FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

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## **1. PURPOSE**

- 1.1. To establish a panel of supplier(s) per province (minimum of 5 to a Maximum 10 per province) within the inland region/ cluster: Limpopo, Mpumalanga, Free State, Gauteng, Northern Cape, and North-West for the supply and delivery of stationery for the Department of Forestry, Fisheries and the Environment (DFFE) for a period of twenty-four (24) months.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1. The Demand Management Unit within the Chief Directorate Demand and Acquisition Management is tasked with the responsibility of assisting various Cost Centres with the compilation of Demand Management Plans and Procurement Plans to ensure that the resources required are costed correctly, delivered at the correct price, time, place, quantity and are of good quality to ensure value for money.
- 2.2. Procurement of stationery items has been identified as one of the items that are currently procured within the Department, is repetitive, and high spending and frequency. Therefore, the Department is most of the time faced with the challenge of procuring it at the right time, and price and getting the right market due to pressure from client offices.
- 2.3. To ensure value for money, the office wishes to establish a panel of supplier(s) for the period of 24 months, as an appropriate approach for resolving and eliminating the afore-mentioned challenges.
- 2.4. Considering the above, the establishment of a term contract will reduce the high spending as the appointment is rate-based and this will also simplify the acquisition process and reduce the turnaround time.

## **3. OBJECTIVES**

- 3.1. The objective of this Terms of Reference is to establish a panel of supplier(s) per province (min of 5 to a Max 10 per province) within the inland region/ cluster: Gauteng, Limpopo, Mpumalanga, Free State, Northern Cape, and North-West for supply and delivery of stationery for the Department of Forestry, Fisheries and the Environment (DFFE) for a period of twenty-four (24) months.








#### 4. SCOPE AND EXTENT OF WORK

- 4.1. The appointed supplier(s) will be required to supply and deliver the stationery items listed but not limited to the stationery items below on an “as-and-when-required” basis.
- 4.2. The Department is under no obligation to procure all the listed items during the contract period; however, the bidder must be able to supply all items when an official order has been placed. The quantities to be ordered may vary from time to time as they cannot be estimated.
- 4.3. In a case where there are pictures and or brand names on the specification/ Terms of Reference, service provider (s) must note that those pictures are for illustration purposes and similar or equivalent brand specifications will be accepted by the Department.

ITEMS	PICTURES	DESCRIPTION	SIZE
1.		Adhesive (Glue)	43g tube
2.		Adhesive (Glue)	22g tube
3.		Band, Rubber	12mm
4.		Band, Rubber	5mm
5.		Binding Element Cover Unbind	25mm
6.		Binder, Loose Leaf Unbind	6mm
7.		Binding Element Cover Unbind	12mm
8.		Binding Element Cover Unbind	18mm

ITEMS PICTURES	DESCRIPTION	SIZE
9. 	Binding Element Cover Unbind	20mm
10. 	Binding Element Cover Unbind	3mm
11. 	Binding Element Cover Unbind	4.5mm
12. 	Binding Element Cover Unbind	9mm
13. 	Ring binder various colours	3mm
14. 	Ring binder various colours	25mm
15. 	Ring binder various colours	6mm
16. 	Ring binder various colours	12mm
17. 	Ring binder various colours	18mm
18. 	Ring binder various colours	20mm
19. 	Ring binder various colours	4.5mm




ITEMS PICTURES	DESCRIPTION	SIZE
20. 	Ring binder various colours	9mm
21. 	Ring Binders A4 Create-a-Cover	20mm
22. 	Frosted sheet binding covers (assorted colours)	A4
23. 	Hi-gloss binding cover (assorted colours)	A4
24. 	Maxi cool laptop riser:  Stand Adjustable Laptop Cooling Pad Stand with Fan	Stand is 12" to 17" Laptop Cooler
25. 	Desk Pad for Office Home, Writing Mat Organizer, Multifunctional Ultra- Thin Dual Use Desk Blotters Mouse Pad Protector	90cm X 40cm
26. 	Book Note; Shorthand; A-5; Soft Cover	A-5














ITEMS PICTURES	DESCRIPTION	SIZE
27. 	Book Notebook; A4; Hard Cover; Spiral Wire Back	A-4
28. 	Book notebook A4; hard cover; spiral wire top	A4
29. 	Counter Book hardcover 96-page 1 Quire	A4
30. 	Box Filling	260x105x380mm
31. 	Filling pocket	A4
32. 	Card Index A4 Various Colour PVC	A4 - Alphabetical
33. 	Card Index A4 Various Colour PVC	A4 - Numerical
34. 	Card Index A4 Various Colour PVC	A4 - Month

ITEMS	PICTURES	DESCRIPTION	SIZE
35.		Fastener, Paper	25mm
36.		Fastener, Paper	38mm
37.		Fastener, Paper	50mm
38.		Fastener, Paper	76mm
39.		Fastener, Paper	33mm
40.		Fastener, Document treasury Tag, Metal End Green Cord	63mm Filing Laces
41.		File fasteners, Stainless Steel material	25mm 50mm 77mm
42.		File fasteners	80mm
43.		File Lever Arch; Two Ring	70mm
44.		File Lever Arch; Two Ring with pocket	70mm
45.		File; Hanging; Single various colours Style A	W69

ITEMS PICTURES	DESCRIPTION	SIZE
46. 	Accessible file	A4
47. 	Finger Pad Size	Size: 00
48. 	Finger Pad Size	Size: 0
49. 	Finger Pad Size	Size: 1
50. 	Finger Pad Size	Size: 2
51. 	Finger Pad Size	Size: 3
52. 	Finger Pad Size	Size: 4
53. 	Ink, Endorsement Black	30ml
54. 	Ink, Endorsement Red	30ml
55. 	Marker Green; Medium Bullet TP	3mm

ITEMS PICTURES	DESCRIPTION	SIZE
56. 	Marker Permanent Black bullet	1.5mm
57. 	Marker Permanent Red Felt	1.5mm
58. 	Marker Permanent; Chisel Point Red	1.5mm
59. 	Marker Permanent; Flat Point Black	1.5mm
60. 	Marker Wander Khaki Black	1.5mm
61. 	Marker Whiteboard Black Felt Bullet style	1.5mm
62. 	Marker Whiteboard Blue Felt bullet style	1.5mm
63. 	Marker Whiteboard Orange Bullet style	1.5mm
64. 	Marker Whiteboard Red Felt Bullet style	1.5mm
65. 	Whiteboard cleaning fluid	237ml
66. 	Message Post-it Pad	37.5x50mm
67. 	Message Post-it Pad	70mmx75mm
68. 	Message Post-it Pad	75mmx105mm

ITEMS	PICTURES	DESCRIPTION	SIZE
69.		Post-it notes colours Neon cube	73mmx73mm
70.		Memo cubes refill	90x90x90mm
71.		memo cubes (with paper) cube 400(Assorted)	800x80gm
72.		Sign here-Assorted flags	45x12mm
73.		Post It Tape Flags Blue	25,4mmx43.2mm
74.		Post It Tape Flags Green	25,4mmx43.2mm
75.		Post It Tape Flags Orange	25,4mmx43.2mm
76.		Post It Tape Flags White	25,4mmx43.2mm
77.		Post It Tape Flags pink	25,4mmx43.2mm
78.		Post It Tape Flags purple	25,4mmx43.2mm
79.		Post It Tape Flags yellow	25,4mmx43.2mm

ITEMS	PICTURES	DESCRIPTION	SIZE
80.		Pen Ballpoint Black pilot rexgrip or equivalent (Fine Point)	0.7mm
81.		Pen Ballpoint Blue pilot rexgrip or equivalent (Fine Point)	0.7mm
82.		Pen Ballpoint Red pilot rexgrip or equivalent (Fine Point)	0.7mm
83.		Pen Fine Point Micro Metal Black pentel energel or equivalent	0.7mm
84.		Pen Fine Point Micro Metal Blue pentel energel or equivalent	0.7mm
85.		Pen Fine Point Micro Red pentel energel or equivalent	0.7mm
86.		Pen Hi-Tech Black or equivalent	0.7mm
87.		Pen Hi-Tech Red or equivalent	0.7mm
88.		Pen hi-tech blue or equivalent	0.7mm
89.		Pen ballpoint big all colours	0.7mm
90.		Pen Highlighter Blue	
91.		Pen Highlighter Green	
92.		Pen Highlighter Orange	













ITEMS	PICTURES	DESCRIPTION	SIZE
93.		Pen Highlighter Pink	
94.		Pen Highlighter Purple	
95.		Pen Highlighter Yellow	
96.		Pencil Black; HB	2b: HB grade
97.		Lead, Pencil HB	0.5mm 0.7mm
98.		Pencil clutch	0.7/0.5mm
99.		Click eraser	
100.		Steel Sharpener, Pencil	510 20/510 10
101.		Eraser Pencil	34.9mmx25.4mm
102.		Punch, Paper 2-Hole; Paper Adjuster	5.5mm
103.		Punch, Paper 4 Hole	Punches up to 12 sheets. 7mm diameter









ITEMS	PICTURES	DESCRIPTION	SIZE
104.		Punch; Paper 1 Hole	Punches up to 20 Sheets
105.		Heavy duty 2-hole punch metal	Punches up to 60 Sheets
106.		Remover, Staples	10#: 24/6 / 26/6
107.		Rexel extract-it staple remover or equivalent	Rx03001
108.		Heavy duty staple remover	23/24
109.		Ruler, Plastic	30cm
110.		Scissors	153mm
111.		Paper desktop stapler (full strip)	25sheet
112.		Stapler	76mm
113.		Stapler Rexel Giant or equivalent	240 sheet heavy duty



ITEMS	PICTURES	DESCRIPTION	SIZE
114.		Staples	14.0
115.		Staples Paper Fastening	6mm;26/6
116.		Stationary tape	12mmx33m
117.		Tape Packaging Buff 50mm	48x50mm
118.		Verbatim CD-R or equivalent	50 cd spindle
119.		USB	16GB
120.		USB	32GB
121.		Laminator pouches	A3 - 250 microns
122.		Laminator pouches	A4 - 250 microns
123.		Drawing Pin	11mm

ITEMS PICTURES	DESCRIPTION	SIZE
124. 	Nal clip dispenser and clips	CLI9150
125. 	Bulldog Clip	50mm
126. 	Bulldog Clip	22mm
127. 	Bulldog Clip	32mm
128. 	Bulldog Clip	40mm
129. 	Bulldog Clip	75mm
130. 	Bulldog Clip	63mm
131. 	Foldback clips	32mm
132. 	Foldback clips	15mm
133. 	Foldback clips	19mm

ITEMS	PICTURES	DESCRIPTION	SIZE
134.		Foldback clips	25mm
135.		Foldback clips	41mm
136.		Foldback clips	51mm
137.		Quotation folder various colour	A4
138.		Folders various colours	192gsm 14x9x9
139.		Slide binders	3-6mm and 9-12
140.		Envelopes with window, white	80 gsm 110mm x 220mm
141.		Bostik Prestik or equivalent	100g
142.		Glue Tape	6mm x5m
143.		Assorted colour ballpens (gel) or equivalent	

ITEMS	PICTURES	DESCRIPTION	SIZE
144.		Assorted colour pens ballpoint or equivalent	
145.		Wire Mesh wastepaper bin	Size: 26cm (w) x 28cm (h)
146.		3 Tier Letter tray set or equivalent	Heavy duty
147.		Desktop calculator or equivalent	12 digit
148.		Tower Urgent Label 125s or equivalent	125s or equivalent
149.		Paper, Copying A4 80 G colour paper or equivalent	A4 80 G colour paper or equivalent

ITEMS	PICTURES	DESCRIPTION	SIZE
150.		Clipboard A4 PVC	A4 PVC
151.		Cable Zip 2m	2m
152.		Mouse Pads	A5
153.		Multifunction Office Stationery Box or equivalent	100mm x 205mm x 105mm or equivalent
154.		Mesh Pen Holder	Height: 8.0 (CM) Width: 11.0 (CM) Length:16.0 (CM)
155.		Wire Mesh Memo Holder - Black	11cm(L) x 11cm(W) x 8cm(H)
156.		pencil sharpener single hole	Small
157.		Journal notebooks (A5) lined pages,160 pages, elastic closure & Ribbon page saver	A5 lined pages, 160 pages
158.		Pen Fine Point Micro Metal Black pentel energel	A5 or A4

ITEMS PICTURES	DESCRIPTION	SIZE
159. 	Chair Back Support	0.6 – 2.0 backrest heights of 5,7, & 9
160. 	Nal clips	4.8

## 5. EXPECTED DELIVERABLES / OUTCOMES

- 5.1. The appointed supplier(s) must ensure that the services rendered follow the above but not limited to the listed specification, are good of quality, and delivery is made within 7 days after the order has been placed.
- 5.2. Supplier(s) will have to offer items strictly conforming to our specifications (excluding the Brand names) and requirements. The offers not meeting any of the requirements will be rejected.
- 5.3. Supplier(s) must have enough capacity (Manpower) to deliver the required goods to the location and to offload the items from the delivery points in the Department to the designated areas.
- 5.4. Supplier(s) must select a province where service will be rendered
- 5.5. If a supplier(s) is bidding for more than one Province, they should submit one bid proposal and complete and tick the province (s) they are bidding for:

PROVINCE (S)	BIDDING/ PARTICIPATING	
	(Tick Province (s) you are bidding)	
	YES	NO
LIMPOPO		
MPUMALANGA		
GAUTENG	-	-
FREE-STATE		
NORTH-WEST		
NORTHERN CAPE		

## **6. PANEL UTILISATION**

6.1. Supplier(s) will be appointed per Province as per the below breakdown:

6.1.1 In Limpopo, Mpumalanga, Gauteng, Free State, North-West, and Northern Cape for a Minimum of 5 to a Maximum of 10 per province.

6.1.2 The supplier(s) should note that the request for quotations (RFQ) will be sent to all enlisted supplier(s) per Province, where received quotations will be evaluated on Price and preference points. Each RFQ will be issued with its instructions, specifications, and evaluation criteria.

6.1.3 Orders will be placed on an “as and when” required basis for the contract period and delivery points will be specified by the End User.

## **7. PERIOD / DURATION OF PROJECT / ASSIGNMENT**

7.1. The project will be for a duration of twenty-four (24) months commencing after the signature of the SLA by both parties and the issuing of the Official Order by DFFE.

## **8. COSTING / COMPREHENSIVE BUDGET**

8.1. As and when RFQs are sent to all enlisted supplier(s) per Province, they must submit quotations with comprehensive offers inclusive of all costs, expenses, and all applicable taxes. Note: Travelling costs and time spent or incurred between home and the office of the project manager and the DFFE office will not be for the account of the DFFE.

8.2. DFFE reserves the right to negotiate price with a recommended Supplier(s) identified in the evaluation process of an RFQ from Par 8.1 without offering the same opportunity to any other bidder (s) who have not been recommended.

8.3. The bid will be valid for 120 days. The bid validity might be extended, and the new extension date shall remain valid until the award is concluded. The bidders will be given seven (7) days from the date of the letter to respond, failure to do so will be deemed that the bidding company agrees with the content of the validity extension.

## **9. INFORMATION SESSION**

9.1. There will be **NO** information session with any representative from DFFE

9.2. Request for clarification of the tender document, questions, or queries, if necessary, must be submitted to the DFFE representative as listed under technical enquiries at least seven (07) calendar days before



the stipulated closing date and time of the tender in writing. However, DFFE shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by the bidder.

## 10. EVALUATION CRITERIA

10.1. The evaluation for this bid will be carried out in the following phases:

- Phase 1: Pre-compliance.
- Phase 2: Eligibility Requirements
- Phase 3: Technical Specifications

### 10.2. PHASE 1: PRE-COMPLIANCE

10.2.1. During this phase bid documents will be reviewed to determine compliance with SCM returnable documents, tax matters, and whether proof of registration on the Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid.

10.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/ COMPLIANCE
1	Master Bid Document	Provided and bound
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/ or SARS Tax Pin
5	SCM - SBD 4 – Bidders Disclosure	Completed and signed
6	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
7	In case of bids where Consortia / Joint Ventures, Consortia/ Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

### 10.3. PHASE 2: ELIGIBILITY REQUIREMENTS

- 10.1. The following eligibility requirements will apply, and tenderers must indicate compliance by ticking **YES** or **NO** below.
- 10.2. Tenderers who fail to submit the supporting documents and tick to confirm compliance with the eligibility requirement will be disqualified and will not be evaluated further.

#	ITEM	ELIGIBLE	
		YES	NO
1	<p><b>Supplier (s) must have successfully executed a minimum of five (05) supply and delivery of stationery projects in the previous five (5) years with an accumulative value of R200 000.00 or more.</b></p> <p>Therefore, supplier (s) should submit a signed testimonial letter for successfully completed projects supported by Official Purchase Orders or Appointment letters.</p> <p>OR</p> <p>Provide a positive delivery note that has been duly signed and stamped by the client and supported by Official Purchase Orders or Appointment letters.</p> <p><b>Copy of the testimonial letter or positive delivery note for successfully completed projects signed and stamped by the client, supported by official purchase orders or appointment letters.</b></p>		
2	<p><b>Letter of Commitment</b></p> <p>Supplier (s) are required to submit a letter indicating that they commit to delivering the required items as and when required within 7 days after the order has been placed as indicated above on 5.1</p> <p><b>The letter must be duly signed and on company letterhead.</b></p>		

### 10.3. PHASE 3: TECHNICAL SPECIFICATION EVALUATION

- 10.3.1. Only bid proposals that meet pre-compliance criteria and Eligibility requirements will be considered to be evaluated for technical specifications requirements.
- 10.3.2. The supplier(s) must comply with the technical specification during Phase 3 by ticking (YES) in all items. This specification is for all provinces irrespective of which province you intend to submit your proposal

10.3.3. All bidders achieving NO or did not tick in any part of the specification on the tables below will be disqualified.

TECHNICAL SPECIFICATION FOR THE SUPPLY AND DELIVERY OF STATIONERY				(Tick Yes/ No)	
NO	DESCRIPTION	SIZES	UNIT	YES	NO
1.	Adhesive (Glue)	22g tube	Pack		
2.	Adhesive (Glue)	43g tube	Pack		
3.	Band, Rubber	12mm	Box		
4.	Band, Rubber	5mm	Box		
5.	Binding Element Cover Unbind	25mm	Pack		
6.	Binder, Loose Leaf Unibind	6mm	Pack		
7.	Binding Element Cover Unibind	12mm	Pack		
8.	Binding Element Cover Unibind	18mm	Pack		
9.	Binding Element Cover Unibind	20mm	Pack		
10.	Binding Element Cover Unibind	3mm	Pack		
11.	Binding Element Cover Unibind	4.5mm	Pack		
12.	Binding Element Cover Unibind	9mm	Pack		
13.	Ring binder various colours	3mm	Pack		
14.	Ring binder various colours	25mm	Pack		
15.	Ring binder various colours	6mm	Pack		
16.	Ring binder various colours	12mm	Pack		
17.	Ring binder various colours	18mm	Pack		
18.	Ring binder various colours	20mm	Pack		
19.	Ring binder various colours	4.5mm	Pack		
20.	Ring binder various colours	9mm	Pack		
21.	Ring Binders A4 Create-a-Cover	20mm	Pack		
22.	Frosted sheet binding covers (assorted colours)	A4	Box		
23.	HI-gloss binding cover (assorted colours)	A4	Box		
24.	Maxi cool laptop riser: Stand Adjustable Laptop Cooling Pad Stand With Fan	Stand is 12" to 17" Laptop Cooler	Each		
25.	Desk Pad for Office Home, Writing Mat Organizer, Multifunctional Ultra-Thin Dual Use Desk Blotters Mouse Pad Protector	90cm X 40cm	Pack		

TECHNICAL SPECIFICATION FOR THE SUPPLY AND DELIVERY OF STATIONERY				(Tick Yes/ No)	
NO	DESCRIPTION	SIZES	UNIT	YES	NO
26.	Book Note; Shorthand; A-5; Soft Cover	A-5	Pack		
27.	Book Notebook; A4; Hard Cover; Spiral Wire Back	A-4	Pack		
28.	Book notebook A4; hard cover; spiral wire top	A4	Pack		
29.	Counter Book hardcover 96-page 1 Quire	A4	Pack		
30.	Box Filling	260x105x380mm	Pack		
31.	Filling pocket	A4	Pack		
32.	Card Index A4 Various Colour PVC	A4 - Alphabetical	Pack		
33.	Card Index A4 Various Colour PVC	A4 - Numerical	Pack		
34.	Card Index A4 Various Colour PVC	A4 - Month	Pack		
35.	Fastener, Paper	25mm	Box		
36.	Fastener, Paper	38mm	Box		
37.	Fastener, Paper	50mm	Box		
38.	Fastener, Paper	76mm	Box		
39.	Fastener, Paper	33mm	Box		
40.	Fastener, Document treasury Tag, Metal End Green Cord	63mm Filing Laces	Box		
41.	File fasteners, Stainless Steel material	25mm 50mm 77mm	Box		
42.	File fasteners	80mm	Box		
43.	File Lever Arch; Two Ring	70mm	Pack		
44.	File Lever Arch; Two Ring with pocket	70mm	Pack		
45.	File; Hanging; Single various colours Style A	W69	Pack		
46.	Accessible file	A4	Pack		
47.	Finger Pad Size	Size: 00	Box		
48.	Finger Pad Size	Size: 0	Box		
49.	Finger Pad Size	Size: 1	Box		
50.	Finger Pad Size	Size: 2	Box		

TECHNICAL SPECIFICATION FOR THE SUPPLY AND DELIVERY OF STATIONERY				(Tick Yes/ No)	
NO	DESCRIPTION	SIZES	UNIT	YES	NO
51.	Finger Pad Size	Size: 3	Box		
52.	Finger Pad Size	Size: 0	Box		
53.	Ink, Endorsement Black	30ml	Each		
54.	Ink, Endorsement Red	30ml	Each		
55.	Marker Green; Medium Bullet TP	3mm	Pack		
56.	Marker Permanent Black bullet	1.5mm	Pack		
57.	Marker Permanent Red Felt	1.5mm	Pack		
58.	Marker Permanent; Chisel Point Red	1.5mm	Pack		
59.	Marker Permanent; Flat Point Black	1.5mm	Pack		
60.	Marker Wander Khokhi Black	1.5mm	Pack		
61.	Marker Whiteboard Black Felt Bullet style	1.5mm	Pack		
62.	Marker Whiteboard Blue Felt bullet style	1.5mm	Pack		
63.	Marker Whiteboard Orange Bullet style	1.5mm	Pack		
64.	Marker Whiteboard Red Felt Bullet style	1.5mm	Pack		
65.	White board cleaning fluid	237ml	Each		
66.	Message Post it Pad	37.5x50mm	Box		
67.	Message Post it Pad	70mmx75mm	Box		
68.	Message Post it Pad	75mmx105mm	Box		
69.	Post-it notes colours Neon cube	73mmx73mm	Box		
70.	Memo cubes refill	90x90x90mm	Each		
71.	memo cubes (with paper) cube 400(Assorted)	800x80gm	Each		
72.	Sign here-Assorted flags	45x12mm	Box		
73.	Post It Tape Flags Blue	25,4mmx43.2mm	Box		
74.	Post It Tape Flags Green	25,4mmx43.2mm	Box		
75.	Post It Tape Flags Orange	25,4mmx43.2mm	Box		
76.	Post It Tape Flags White	25,4mmx43.2mm	Box		
77.	Post It Tape Flags pink	25,4mmx43.2mm	Box		
78.	Post It Tape Flags purple	25,4mmx43.2mm	Box		
79.	Post It Tape Flags yellow	25,4mmx43.2mm	Box		

TECHNICAL SPECIFICATION FOR THE SUPPLY AND DELIVERY OF STATIONERY				(Tick Yes/ No)	
NO	DESCRIPTION	SIZES	UNIT	YES	NO
80.	Pen Ballpoint Black pilot rexgrip or equivalent (Fine Point)	0.7mm	Box		
81.	Pen Ballpoint Blue pilot rexgrip or equivalent (Fine Point)	0.7mm	Box		
82.	Pen Ballpoint Red pilot rexgrip or equivalent (Fine Point)	0.7mm	Box		
83.	Pen Fine Point Micro Metal Black pentel energel or equivalent	0.7mm	Box		
84.	Pen Fine Point Micro Metal Blue pentel energel or equivalent	0.7mm	Box		
85.	Pen Fine Point Micro Red pentel energel or equivalent	0.7mm	Box		
86.	Pen Hi-Tech Black or equivalent	0.7mm	Box		
87.	Pen Hi-Tech Red or equivalent	0.7mm	Box		
88.	Pen hi-tech blue or equivalent	0.7mm	Box		
89.	Pen ballpoint big all colours	0.7mm	Box		
90.	Pen Highlighter Blue		Box		
91.	Pen Highlighter Green		Box		
92.	Pen Highlighter Orange		Box		
93.	Pen Highlighter Pink		Box		
94.	Pen Highlighter Purple		Box		
95.	Pen Highlighter Yellow		Box		
96.	Pencil Black; HB	HB grade	Box		
97.	Lead, Pencil HB	0.5mm 0.7mm	Box		
98.	Pencil clutch	0.7/0.5mm	Box		
99.	Click eraser		Box		
100.	Sharpener, Pencil	Steel 510 20/510 10	Each		
101.	Eraser Pencil	34.9mmx25.4mm	Pack		
102.	Punch, Paper 2-Hole; Paper Adjuster	5.5mm	Each		

TECHNICAL SPECIFICATION FOR THE SUPPLY AND DELIVERY OF STATIONERY				(Tick Yes/ No)	
NO	DESCRIPTION	SIZES	UNIT	YES	NO
103.	Punch, Paper 4 Hole	Punches up to 12 sheets.7mm diameter	Each		
104.	Punch; Paper 1 Hole	Punches up to 20 Sheets	Each		
105.	Heavy duty 2-hole punch metal	Punches up to 60 Sheets	Each		
106.	Remover, Staples	10#: 24/6 / 26/6	Each		
107.	Rexel extract-it staple remover or equivalent	Rx03001	Each		
108.	Heavy duty staple remover	23/24	Each		
109.	Ruler, Plastic	30cm	Pack		
110.	Scissors	153mm	Each		
111.	Paper desktop stapler (full strip)	25sheet	Each		
112.	Stapler	76mm	Each		
113.	Stapler Rexel Giant or equivalent	240 sheet heavy duty	Each		
114.	Staples	14.0	Box		
115.	Staples Paper Fastening	6mm;26/6	Box		
116.	Stationary tape	12mmx33m	Pack		
117.	Tape Packaging Buff 50mm	48x50mm	Pack		
118.	Verbatim CD or equivalent	50 cd spindle	Box		
119.	USB	16GB	Each		
120.	USB	32GB	Each		
121.	Laminator pouches	A4 -250 microns	Box		
122.	Laminator pouches	A3 -250 microns	Box		
123.	Drawing Pin	11mm	Box		
124.	Nal clip dispenser and clips	CLI9150	Box		
125.	Bulldog Clip	50mm	Box		
126.	Bulldog Clip	22mm	Box		
127.	Bulldog Clip	32mm	Box		
128.	Bulldog Clip	40mm	Box		
129.	Bulldog Clip	75mm	Box		
130.	Bulldog Clip	63mm	Box		

TECHNICAL SPECIFICATION FOR THE SUPPLY AND DELIVERY OF STATIONERY				(Tick Yes/ No)	
NO	DESCRIPTION	SIZES	UNIT	YES	NO
131.	Foldback clips	32mm	Box		
132.	Foldback clips	15mm	Box		
133.	Foldback clips	19mm	Box		
134.	Foldback clips	25mm	Box		
135.	Foldback clips	41mm	Box		
136.	Foldback clips	51mm	Box		
137.	Quotation folder various colour	A4	Pack		
138.	Folders various colours	192gsm 14x9x9	Pack		
139.	Slide binders	3-6mm and 9-12	Each		
140.	Envelopes with window, white	80 gsm 110mm x 220mm	Pack		
141.	Bostik Prestik or equivalent	100g	Each		
142.	Glue Tape	6mm x5m	Each		
143.	Assorted colour ballpens (gel) or equivalent		Pack		
144.	Assorted colour pens ballpoint or equivalent		Pack		
145.	Wire Mesh wastepaper bin		Each		
146.	3 Tier Letter tray set or equivalent	Heavy duty	Each		
147.	Desktop calculator or equivalent	12-digit, Desktop calculator or equivalent	Each		
148.	Tower Urgent Label 125s or equivalent	125s or equivalent	Box		
149.	Paper, Copying A4 80 G colour paper or equivalent	A4 80 G colour paper or equivalent	Box		
150.	Clipboard A4 PVC	A4 PVC	Each		
151.	Cable Zip 2m	2m	Each		
152.	Mouse Pads	A5	Each		
153.	Multifunction Office Stationery Box	100mm x 205mm x 105mm or equivalent	Each		
154.	Mesh Pen Holder	Height: 8.0 (CM)	Each		



TECHNICAL SPECIFICATION FOR THE SUPPLY AND DELIVERY OF STATIONERY				(Tick Yes/ No)	
NO	DESCRIPTION	SIZES	UNIT	YES	NO
		Width: 11.0 (CM) Length:16.0 (CM)			
155.	Wire Mesh Memo Holder - Black	11cm(L) x 11cm(W) x 8cm(H)	Each		
156.	Pencil sharpener single hole	Small	Each		
157.	Journal notebooks (A5) lined pages,160 pages, elastic closure & Ribbon page saver	A5 lined pages, 160 pages	Each		
158.	Pen Fine Point Micro Metal Black pentel energel	A5 or A4	Box		
159.	Back Support	Fits almost any seat	Each		
160.	Nal clips	4.8	Box		

10.3.4. Bidders who are compliant with the requirements of the tender will be enlisted into the panel.

10.3.5. **If more than 10 tenders are responsive in all respects, enlisting into the panel will be decided by drawing lots**

## 11. BID SUBMISSION REQUIREMENTS

11.1. Bidders must ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

- 11.1.1. The supplier(s) must draft a table of contents that will indicate where each document is in the proposal.
- 11.1.2. Project reference specifying the role played by the supplier(s) in the listed projects or assignments.
- 11.1.3. A detailed project plan with a clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments must be based on the experience in delivering the scope of work as listed
- 11.1.4. Standard bidding documents (SBD1, 4, and 6.1).
- 11.1.5. Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.
- 11.1.6. Letter of Authority to sign documents on behalf of the company.

## **12. LEGISLATIVE FRAMEWORK OF THE BID**

### **12.1. Tax Legislation**

- 12.1.1. Bidder must at all-time be compliant when submitting a proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 12.1.2. Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 has been exceeded in the past 12-month period.
- 12.1.3. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of the award of the bid.
- 12.1.4. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or report must be provided.

### **12.2. Procurement Legislation**

- 12.2.1. Bidders must be cognisant of the legislation and/or standards specifically applicable to the services.
- 12.2.2. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. The affidavit must be signed by the deponent (Bidder), in the presence of a Commissioner of Oaths where the Commissioner of Oaths must affix his/her signature, together with the stamp of the office, and affix a date on which the signature was affixed. Furthermore, the dates of the deponent and the CoO must correspond.
- 12.2.3. If the application is made by a Joint Venture or Partnership, the accreditation credentials in the name of joined entities must be submitted. Members of the joint venture must meet the requirements of the proposal.

### **12.3. Privacy and Protection of Personal Information Act 4 of 2013**

- 12.3.1. Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles by applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 12.3.2. DFFE's role as the responsible party is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective service providers and third parties.

- 12.3.3. DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat the personal information which comes to its knowledge as confidential and will not disclose it unless so required by law or subject to the exception contained in the POPIA.
- 12.3.4. DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 12.3.5. In responding to this bid, DFFE acknowledges that it will obtain and have access to the personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/ respondent in their response to this bid for evaluation and subsequent award of the tender and by any applicable law.

### **13. SPECIAL CONDITIONS OF THE CONTRACT**

- 13.1. The proposals should be submitted with all required information containing technical information.
- 13.2. Bidders failing to meet Eligibility requirements and technical evaluations will be automatically disqualified.
- 13.3. The Department reserves the right to increase or decrease the number of host institutions and/or affected participants during the life of the project.
- 13.4. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 13.5. The Programme Manager shall do the ongoing management of the Service Level Agreement.
- 13.6. The appointed Service Provider (s) may be subjected to security vetting and screening.
- 13.7. All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 13.8. The supplier(s) shall notify the DFFE in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 13.9. The proposals should be submitted with all required information containing technical specification information.
- 13.10. A trust, consortium, or joint venture will qualify for Preference Points if their average combined ownership is more than 50% (fifty per cent) of ownership on specific goals (e.g., two or more companies claiming preference points, Ownership/ Directorship will be combined and divided by the number of companies to ascertain the preference points),

- 13.11. DFFE reserves the right to request additional information to validate any information submitted by bidders including preference points claimed.
- 13.12. If the DFFE is of the view that a Bidder submitted false information regarding a Specific Goal, the DFFE must inform the Bidder accordingly and allow the Bidder to make representations within 14 (fourteen) days as to why: -
- 13.12.1. the Tender may not be disqualified, or,
- 13.12.2. if the Tender has already been awarded to the Bidder, why the contract should not be terminated.
- 13.13. After considering the representations, the DFFE may, if it concludes that the information relating to a Specific Goal is false, disqualify the Bidder or terminate the Contract in whole or in part and if applicable, claim damages from the Bidder
- 13.14. Poor or non-performance by the bidder will result in the cancellation of the contract.
- 13.15. Please take note that DFFE is not bound to select any of the firms submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the highest scoring bidder
- 13.16. DFFE will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

#### **14. PAYMENT TERMS**

- 14.1. The Service Provider shall provide the Department with a detailed tax invoice with supporting evidence and/or report for deliverables completed. The Department will have 30 (thirty) calendar days after receipt of the tax invoice and supporting evidence to make payment to the Service Provider. Upon receipt of the invoice, the Department will have 7 (seven) calendar days to approve such invoice and relevant evidence and/or report submitted. If the invoice together with the supporting evidence and/or report is approved, the Department shall make a direct payment to the Service Provider within the remaining 23 (twenty-five) calendar days of approval of such invoice and/or report, thus ensuring that payment of invoice is made within the 30 (thirty) calendar days timeframe.

#### **15. TECHNICAL ENQUIRIES**

- 15.1. Should you require any further information in this regard, please do not hesitate to send written enquiries to: [Tenders@dfpe.gov.za](mailto:Tenders@dfpe.gov.za)

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the



RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

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

**19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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



may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

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



# DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

## BAS ENTITY MAINTENANCE FORM

### Head Office Only

Date Received \_\_\_\_\_  
Safetynet Capture \_\_\_\_\_  
Safetynet Verified: \_\_\_\_\_  
BAS/LOGIS Capt \_\_\_\_\_  
BAS/LOGIS Auth \_\_\_\_\_  
Supplier No. \_\_\_\_\_

### The Director General

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

**Please ensure information is validate as per required bank screens .**

I/We understand that bank details provided should be exactly as per record held by the banks.

**I/We understand that the Department will not held liable for any delayed payments as a result of incorrect information supplied.**

### Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

### Address Detail

Address

( Compulsory if Supplier )

Physical

Postal

Postal Code

### New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual  
☐ Company  
☐ CC

☐ Department  
☐ Trust  
☐ Other ( Specify )

☐ Partnership

Department Number

