



BEAUFORT WEST MUNICIPALITY



DEPARTMENT OF FINANCIAL SERVICES

Notice No: 28/2016

SCM 13/2016

SUPPLY AND DELIVERY OF PRINTING PAPER, INK TONERS, CARTRIDGES AND RIBBONS FOR A PERIOD OF 3 YEARS

SUBMIT TENDER DOCUMENTS

TO / OR

POSTAL ADDRESS: Municipal Manager <i>Private Bag 582</i> Beaufort West, 6970 <small>(Ensure tender number and title are on envelope)</small>	TO BE DEPOSITED IN: The tender box at the Municipal Offices 112 Donkin Street Beaufort West, 6970
ATTENTION: The Municipal Manager PRIVATE BAG 582 Beaufort West, 6970	
CONTACT DETAILS FOR:	
Tender scope or specifications details: Mrs. J.I Van Wyk Tel: (023) 414 8100 Fax: (023) 414 3509 Email: stores@beaufortwestmun.co.za	Tender document details: Mr Senel Pothberg Tel: (023) 414 8100 Fax: (023) 414 3509 Email: senel@beaufortwestmun.co.za
Closing date & Time: Friday, 01 April 2016 at 14h00	

BIDDER : _____

PRICE : _____

DEPARTMENT OF FINANCIAL SERVICES

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BEAUFORT WEST MUNICIPALITY

Evaluation Criteria for the Bid

Only bids which are completely responsive to the terms of the bid documents will qualify for evaluation. The following tests for responsiveness shall be performed:

#	Item	Responsiveness Test	Attached Yes/No	Official Purposes
BWM 1	Suppliers Database Registration Form	Completion Compulsory if not registered.		
BWM 8	Bidder's Original Tax Clearance Certificate	Attachment Compulsory		
BWM 15	Proof of Payment of Municipal Rates And Taxes	Copy of latest Municipal Rates & Taxes account attached.		
Form C	Pricing Schedule	Attachment Compulsory		
BWM 6.1	Preference Point Claim Form:	Completion and Authorized Signature Compulsory if bidder wants to claim points.		
	Valid Original or Certified BEE or EME Certificate	Attachment compulsory if bidder wants to claim points		
Form B	Certificate of Authority for Signatory	Attachment of Resolution Compulsory		
BWM 17	Amendments or Qualifications by the Bidder	Completion Compulsory for Every Option or Amendment		
MBD 4	Declaration of Interest	Completion Compulsory		
MBD 8	Declaration i.t.o Bidder Past SCM Practices	Completion Compulsory		
MBD 9	Certificate of Independent Bid Determination	Completion Compulsory		
	Specifications of product	Attachment Compulsory		
MBD 7.1	Contract Form	Completion Compulsory		

Non-Compliance with anyone of these minimum requirements will lead to immediate disqualification.

Official Use			
Non-Responsive		Responsive	

SIGNED ON BEHALF OF BIDDER:



**BEAUFORT WEST MUNICIPALITY
SUPPLIERS DATABASE
APPLICATION for REGISTRATION**

Section 1:

Name of Enterprise :

Type of Commodity or Service

Postal Address :

	Code:

Physical Address :

	Code:

Registered Office Address:

	Code:

Contact Details

Telephone:	Fax:
Cellular Phone:	e-mail:
Website:	Other:

Date of incorporation:

Type of Business:

--	--

Premises:

Owned:	Rented:
--------	---------

If rented, Landlord's name and address:

How long have you been trading from this premises:

Please mark which one of the following is applicable:

Sole Ownership	Partnership	Private Company	Public Company	Close Corp.

Company / Close Corporation Number:

* Please attach copy of CIPRO registration certificate as proof

VAT Number:

Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

TRADE REFERENCES (3)

NAME:

ADDRESS:

TELEPHONE NO:

Our account reference with you:

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.
- Acknowledges that the bid is subject to Council's General Conditions of Contract which is available as an addendum to the bid document if required

Signed

Date

Name

Position

Enterprise
name



BEAUFORT WEST MUNICIPALITY

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the applicant must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The South African Revenue Services will provide the applicant with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue.
3. This Tax Clearance Certificate must be submitted in the original together with the application.
4. No award above R30 000 may be made to a person whose tax matters have not been declared by the South African Revenue Service (SARS) to be in order.

SIGNED ON BEHALF OF BIDDER:



BEAUFORT WEST MUNICIPALITY

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

NAME OF THE BIDDER

FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:

Directors / Shareholders / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)

I, the undersigned, (Full name in block letters) certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

.....
Signature

THUS DONE AND SIGNED for on behalf of the Applicant

At on the day of
(place) 20..... (date) (month) (year)

For office use (comments):



**BEAUFORT WEST MUNICIPALITY
SUPPLIERS DATABASE
CONFIRMATION of BANKING DETAILS**

The Beaufort West Municipality can pay suppliers or service providers via Electronic Funds Transfer (EFT's). In order to enable the municipality to execute this option, we herewith request confirmation from the supplier or service provider's Banker. Below please find said statement to be duly completed by the Banker.

Name of Enterprise:	
Account Holder:	
Bank:	
Branch:	
Branch Code:	
Acc. No.:	
Type of Account:	

I confirm that I am duly authorized to provide this information.

SIGNED AT

.....ON.....

NAME (PRINT)

.....

SIGNATURE

.....

BANKER's OFFICIAL STAMP

--

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²).....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

¹MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....
3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors? Trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity Name of Bidder

.....

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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 B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

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

- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price bids, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, 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;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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)	Number of points (80/20 system)
---	--	--

1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an original or certified certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.**
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.**
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 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;
- (iv) 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

WITNESSES:

1.

2.

..... SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

CERTIFICATE OF AUTHORITY FOR SIGNATORY

The signatory for the Bidder shall confirm his/her authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

“By resolution of the board of directors passed at a meeting held on

Mr/Ms , whose signature appears below, has been duly authorized to sign all documents in connection with the bid for contract no.

NRA (insert contract no. and description)

and any contract which may arise there from on behalf of (block capitals)

SIGNED ON BEHALF OF THE COMPANY

IN HIS/HER CAPACITY

DATE:

SIGNATURE OF SIGNATORY:
SIGNATURE

WITNESS:
SIGNATURE **SIGNATURE**

.....
NAME (PRINT) **NAME (PRINT)**

Please note-completion not applicable for sole proprietors



BEAUFORT WEST MUNICIPALITY



NOTICE No. 28/2016
SCM 13/2016

SUPPLY AND DELIVERY OF PRINTING PAPER, INK TONERS, CARTRIDGES AND RIBBONS FOR A PERIOD OF 3 YEARS

Bids are invited by the Municipal Manager of the Beaufort West Municipality for the supply and delivery of printing paper, ink toners, cartridges and ribbons for a period of 3 years.

Bid documents including the full specifications are available from Mrs. S.A. Pothberg at the office of the Supply Chain Management Unit, Simpson Road, BEAUFORT WEST, Tel. 023-4148100 or electronically from the following e-mail addresses: senel@beaufortwestmun.co.za or scmclerk@beaufortwestmun.co.za (Ronèl) Enquiries may be addressed to Mrs. J.I Van Wyk at telephone number: 023- 4148100 or the following e-mail address: stores@beaufortwestmun.co.za.

A non-refundable fee of R228 (Two Hundred and Twenty Eight Rand), is payable for a set of document. The fee must be deposited into the account of the Beaufort West Municipality at **NEDBANK, Branch Code: 198 765, Account Number 107 428 0318**. The reference number for confirmation of payment is: **10/10000/100/020110** and Bid Documents will be made available upon provision of proof of payment. **Electronic documents will be free of charge and hard copy of document will be payable.**

Bids in sealed envelopes endorsed with the applicable bid number and the following heading **“SCM 13/2016: SUPPLY AND DELIVERY OF PRINTING PAPER, INK TONERS, CARTRIDGES AND RIBBONS FOR A PERIOD OF 3 YEARS”** must be mailed to: **PRIVATE BAG 582, BEAUFORT WEST, 6970** or deposited in the **TENDER BOX** at the Office of the **DIRECTOR: CORPORATE SERVICES, at the Sanlam Building, 112 DONKIN STREET, BEAUFORT WEST**, to reach the undersigned by not later than **14:00 on Friday, March 2016**, on which date bids received, will be opened in public in the Committee Room of the BEAUFORT WEST MUNICIPALITY. Any person desiring to be present may attend.

The bid must be valid for **90 days** with effect from the closing date. Telegraphic, telephonic, telex, facsimile, e-mail and bids received after the closing date and time will not be accepted. The lowest, only or any bid shall not necessarily be accepted and the Council reserves the right to accept any part of the bid.

The bid will be subject to Council’s Supply Chain Management Policy, the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2011. The 80/20 preference points system will be applicable.

Municipal Offices
112 Donkin Street
BEAUFORT WEST
6970

J BOOYSEN
MUNICIPAL MANAGER

FORM B

AMENDMENTS, QUALIFICATIONS or ALTERNATIVE OFFERS by the BIDDER

PAGE	DESCRIPTION

SIGNED ON BEHALF OF BIDDER:

**MBD 8:
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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 as a company or person 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 National Treasury after the audi alteram partem rule was applied).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	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 of law outside 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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other 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"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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.

.....

Signature

.....
Date

.....

Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) 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 rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

Beaufort West Municipality

(Name of Municipality / Municipal Entity)

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;
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:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there 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.

.....
Signature	Date
.....
Position	Name of Bidder

¹ Includes price bids, 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.

³ 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.

DEPARTMENT OF FINANCIAL SERVICES

SUPPLY AND DELIVERY OF PRINTING PAPER, INK TONERS, CARTRIDGES AND RIBBONS FOR A PERIOD OF 3 YEARS

SPECIFICATIONS

1. General

Bids are hereby requested for the supply and delivery of supply and delivery of printing paper, ink toners, cartridges and ribbons for a period of 3 years

PART A – GENERAL

1. Deliveries:

- a. Delivery must take place within 7 working days of placing an official order where lead times have not been indicated on the tender document.
- b. Delivery address will be indicated on the official order as one of the following:
 - i. Municipal Stores, Simpson Road, BEAUFORT WEST
- c. Delivery of products must **include the off-loading** thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.
- d. Bidders must supply and ensure their own labour for the offloading of the products at the designated Municipal stores.
- e. The Municipality will place orders as and when required during the contract period.
- f. An official order must be issued before any delivery may be made to the Municipality.
- g. It will be required from the supplier to keep stock of products or to ensure that full delivery takes place according to the order quantities.

2. Pricing:

- a. All items on the Pricing Schedule, where detailed specifications apply, are listed under **PART B. PRODUCT SPECIFICATIONS**, and are cross referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- b. All fields must be completed for the tender to be considered. In cases where certain items cannot / are not provided by any one tenderer, it must be indicated as such on the tender document.
- c. Tenderers must furnish unit prices for the listed products only.
- d. All prices must include delivery **and off-loading** at the respective stores mentioned in **1.b.** above and **MUST INCLUDE VAT**.
- e. **The annual price increase is equal to CPI (related to the area) per annum as from 01 July 2017.**
- f. **Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if the claim is substantiated with proof of evidence and that evidence is submitted prior to implementation.**

3. Quality and quantities:

a. Quality Standards:

- i.** Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
- ii.** A variance of 5% (on unit weight) both up and down, will be considered.
- iii.** In the event the Municipality elects to accept an alternative item purported to be equal/similar by the Tenderer, acceptance of the item(s) will be conditional on the Municipality's inspection and testing after receipt.
- iv.** If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be returned at Tenderer's expense and not be considered for award.

- b. Quality Tests:** The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract.
- c.** All product items should carry (minimum of 1 year) guarantees or warranties and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
- d.** Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the financial year as and when required. The Beaufort West Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule.

4. Information:

- a.** Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Supply Chain Management Policy is available for inspection at the Municipal Offices.
- b.** The tender must be valid for 90 (ninety) days after closing date.
- c.** The contract period will be from date of commencement until 30 June 2019 and the agreement will be reviewed on an annual basis based on, *inter alia*, performance and pricing considerations.
- d.** Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

PART B – PRODUCT SPECIFICATIONS

1. DETERGENTS AND PHOTO COPY PAPER (SEE SECTION 1 OF THE PRICING SCHEDULE)

Minimum Conditions

- i.** Bidders must submit material safety data sheets with tender document
- i.** The colour of the photo copy paper must be white and rotatrim

Item No	Description	Packing Specification						Furni sh
		Ply	Sheet	Rolls /Pack	Widt h	Lengt h	G/m ²	
	NCR WHITE/WHITE	2	50	50	76MM	45M	76MM	

PRODUCT SPECIFICATIONS

SECTION 1: PHOTO COPY PAPER AND CONTINUOS COMPUTER EYELINE PAPER

The Municipality requires Multi-functional Paper which can be utilised in all office machines, which includes photocopiers, laser printers, inkjet printers, fax machines and line printers.

ITEM A: PHOTO COPY PAPER (ITEMS A1 TO A13 ON PRICING SCHEDULE)

- Must be produced according to ISO 9001, ISO 14001 and Best Available Technique (BAT) standards
- Ageing resistance ISO 9706 certified
- Environmentally friendly production, FSC™ certified
- Copy paper must be suitable for double sided printing with a smooth surface
- Brightness not less than 96%
- White copy paper must have a whiteness rating of not less than 160 CIE
- Basic weight: 80 g/m²
- Paper size must be as follows:
 - Size A4: 210mm x 297mm
 - Size A3: 420mm x 297mm
- **Packing: 500 sheets per ream / 5 reams per carton**
- **Must carry the “Proudly South African” trade mark**
- **Must be rotatrim**

ITEM B: 1 PART EYELINE CONTINUOS COMPUTER PAPER (ITEM B1 ON THE PRICING SCHEDULE)

- Size: 280mm x 368mm
- Basic Weight: 60 gsm
- With down perforations
- Colour: Blue/White, Canary Yellow, Light Pink, Sky Blue, Mint Green
- Quantity: 2 000 sheets per box(2 ply)

ITEM C: TILL ROLLS

- Size: 76mm x 76 mm
- Basic Weight:
- Length: 45m
- Colour: White
- Quantity: 2 500 sheets per box
- 2 Ply Carbonless paper Rolls (NCR)
- Clear, clean and sharp print-out image
- MOQ: 5, 000 rolls

Section 2: INK TONERS, CARTRIDGES AND PRINTER RIBBONS (ITEMS TO ON THE PRICING SCHEDULE)

Items to on pricing schedule

2.1 Specifications

- Cartridges must comply with ISO / IEC 19752 Quality Standard
- Cartridges must be original and oki lint
- Tenders on compatible (refilled, refurbished, remanufactured) cartridges will not be considered for evaluation purposes.
- Products must be warranted to be free from defects in material workmanship

PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
3. Document MUST be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Beaufort West Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Beaufort West Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

PRICING SCHEDULE:

Item no	Beaufort West Stock number	Product	Est. Quantity P.A	Unit	Lead Time (in weeks)	Brand	Price Per Unit (Excl. VAT) from Commencement Date Until 30 June 2017	Price Per Unit (Excl. VAT) 01 July 2017 until 30 June 2018
SECTION A : PHOTO COPY PAPER								
A1		A4 White Photocopy Paper	7500	REAM				
A2		A4 Peach Photocopy Paper	50	REAM				
A3		A4 Violet Photocopy Paper	50	REAM				
A4		A4 Deep Blue Photocopy Paper	50	REAM				
A5		A4 Mid Blue Photocopy Paper	50	REAM				
A6		A4 Red Photocopy Paper	50	REAM				
A7		A4 Lime Green Photocopy Paper	50	REAM				
A8		A4 Forest Green Photocopy Paper	50	REAM				
A9		A4 Lazer Bright Green Photocopy Paper	50	REAM				
A10		A4 Sunlight Yellow Photocopy Paper	50	REAM				
A11		A4 Lazer Bright Orange Photocopy Paper	50	REAM				
A12		A4 Coral Pink Photocopy Paper	50	REAM				
A13		A3 White Photo Copy Paper	130	REAM				

Item no	Beaufort West Stock number	Product	Est. Quantity P.A	Unit	Lead Time (in weeks)	Brand	Price Per Unit (Excl. VAT) from Commencement Date Until 30 June 2017	Price Per Unit (Excl. VAT) 01 July 2017 until 30 June 2018
SECTION B: 1 PART EYELINE CONTINUOUS COMPUTER PAPER								
B1		Continuous Computer print-out paper with holes on sides – 280mm x 370mm One Part Blue Eye-line Paper (2000 sheets per carton)	100	Each				
SECTION C: TILL ROLLS								
C1		Till rolls Size: 76mm x 76 mm Basic Weight: Length: 45m Colour: White/white Quantity: 2 500 sheets per box 2 Ply Carbonless paper Rolls (NCR) Clear, clean and sharp print-out image MOQ: 5, 000 rolls	100	Each				

SECTION D: INK TONERS CARTRIDGES AND RIBBONS

Item No	Printer Type			Color	Est Quantity P.A	Unit Of Issue	Brand Name	Lead Time (In Weeks)	Price Per Unit	Price Per Unit
									(Excl. Vat)	(Excl. Vat)
		Manufacturer	Model						From Commencement Date Until 30 June 2017	01 July 2017 Until 30 June 2018
D1	Dot Matrix	OKI	Microline 521							
D2	Dot Matrix	EPSON	TMU-220							
D3	Dot Matrix	Tally	T2030							
D4	Laser printer	Hewlett Packard	Laserjet 9050N							
D5	Deskjet Printer	HP	OfficeJet 7110							
D6	Laser printer	HP	LasetJet 2055D							
D7	Deskjet Printer	HP	Deskjet F4583							
D8	Laser printer	HP	LaserJet 8000n							
D9	Laser printer	HP	OfficeJet 6500A							
D10	Laser printer	HP	920 XL	black						
D11	Laser printer	HP	920 XL	Magenta						
D12	Laser printer	HP	920 XL	Cyan						
D13	Laser printer	HP	920 XL	yellow						
D14	Laser printer	HP	Laserjet 1300							
D15	Laser printer	HP	Laserjet 1300							
D16	Laser printer	HP	Laserjet 1300							
D17	Laser printer	HP	Laserjet 1300							
D18	Laser printer	HP	Laserjet 1320							
D19	Laser printer	HP	Laserjet 9050N							
D20	Laser printer	HP	Laserjet 1320							
D21	Laser printer	HP	Laserjet 1320							
D22	Laser printer	HP	Laserjet 1320							
D23	Laser printer	HP	Laserjet 1320							
D24	Laser printer	HP	Laserjet 1010							
D25	Laser printer	HP	LaserJet 1020							
D26	Laser printer	HP	Laserjet 1010							
D27	Plotter	HP	DesignJet 500							
D28	Laser printer	HP	LaserJet 1020							

D29	Deskjet Printer	HP	OfficeJet 7313							
D30	Deskjet Printer	HP	OfficeJet 5610							
D31	Laser printer	HP	LaserJet 1020							
D32	Laser printer	HP	LaserJet P2015							
D33	Deskjet Printer	HP	Deskjet 460							
D34	Laser printer	HP	LaserJet P2015							
D35	Deskjet Printer	HP	DeskJet D4163							
D36	Laser printer	HP	Color Laserjet CP1515N							
D37	Laser printer	HP	LaserJet P2015							
D38	Laser printer	HP	LaserJet P2015							
D39	Laser printer	Samsung	ML - 2010							
D40	Laser printer	Samsung	ML-1640							
D41	Laser printer	Samsung	ML - 2010							
D42	Laser printer	Samsung	ML-1640							
D43	Laser printer	Samsung	SCX - 6122FN							
D44	Laser printer	Samsung	ML-1640							
D45	Laser printer	Samsung	ML-3471ND							
D46	Laser printer	Samsung	ML-3471ND							
D47	Laser printer	Samsung	ML-3471ND							
D48	Laser printer	Samsung	ML-3471ND							
D49	Laser printer	Samsung	ML-3471ND							
D50	Laser printer	Samsung	ML - 3710ND							
D51	Laser printer	Samsung	ML - 3710ND							
D52	Laser printer	Samsung	ML - 3710ND							
D53	Laser printer	Samsung	Proxpress m3820nd							
D54	Laser printer	Samsung	Proxpress m3820nd							
D55		Samsung	SCX 4623F							
D56	Laser printer	Canon, Inc.	iP1800							
D57	Deskjet Printer	Canon, Inc.	iP3600							
D58	Deskjet Printer	Canon, Inc.	Pixma MP270							
D59	Deskjet Printer	Canon	510							
D60	Deskjet Printer	Canon	511							
D61	Deskjet Printer	Canon	521	black						
D62	Deskjet Printer	Canon	521	magenta						
D63	Deskjet Printer	Canon	521	yellow						
D64	Deskjet Printer	Canon	520	black						

D65	Deskjet Printer	Canon	521	cyan						
D66	Deskjet Printer	Canon	3							
D67	Deskjet Printer	Canon	38							
D68	Laser printer	RICOH	DSM-415PF							
D69	Gestetner MP 201	RICOH	MP 201							
D70	MP 2501		MP2501							
D71	Laser printer	RICOH	DSM-415PF							
D72	Nashua MP 301									
D73	Nashua Afico MP 6001									
D74	MP 2501 SP									
D75	Nashua 3700 HP Colour laserjet									

5. Guarantees & Warrantees

5.1. Applicable in terms of the manufacturer's specifications.

6. Delivery

6.1. Delivery Address: Goods must be delivered at: The Beaufort West Municipality, Municipal Stores, Simpson Road, **Beaufort West, 6970.**

6.2. Tenderers shall state the time of delivery in weeks (**not exceeding two (2) weeks**) from date of official order by the Municipality and all tendered prices are to **include VAT and include cost of delivery and off-loading** at the stores.

6.3. No deliveries may be made to the Municipality without an official order.

6.4. The rest of the items may not exceed two (2) weeks.

7. Key Performance Indicators

7.1. Timeous delivery of the correct quantities as per order of items as stipulated in Par. 5.

7.2. Quality of product as stipulated in Section B: Specifications of this document.

7.3. The Service Provider will be notified if the Specifications and General Conditions of Contract (KPI's) are not met.

7.4. If the Service Provider cannot submit satisfactory reasons why the Specifications and General Conditions of Contract (KPI's) was not met, the contract may be cancelled and the Service Provider might be blacklisted

8. Pricing Requirements

8.1. Tender prices must be in ZAR Currency (Rand).

8.2. The supplier will be responsible for all additional costs incurred should the goods not be up to the specifications. All prices shall be nett and include for all costs and **VAT. Price should be fixed for the first year.**

8.3. All delivery costs must be included in the bid price.

8.4. All items on the Pricing Schedule, where detailed specifications apply, are listed under the Section: **PRODUCT SPECIFICATIONS**, and are cross referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.

8.5. Tenderers must furnish unit prices for the listed products only.

8.6. Prices are subject to escalation only after a year elapsed after the award date of the tender. Escalation will only be granted if proof of increase of inset costs. CIPX escalation will apply.

8.7. Payment shall be made 30 days after receipt of an invoice. Please note that no advance payment will be considered.

8.8. The tender must be valid for 90 (ninety) days after closing date.

8.9. The contract period will be for a period of 36 months.

9. Evaluation

9.1. Tenderers **MUST** tender on all item to be considered for evaluation. Should any tenderer fail to tender on all sizes, your tender for this specific item will be disqualified.

9.2. Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).

- 9.3. Bidders must submit products according to specifications and the quality of product will be evaluated with the sample that must be submitted with tender.**
- 9.4.** All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), Beaufort West SCM Policy, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).
- 9.5.** Points will be awarded to tenderers who are eligible for preferences in terms of **MBD 6.1:** Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).
- 9.6.** The terms and conditions of **MBD 6.1** shall apply in all respects to the tender evaluation process and any subsequent contract.
- 9.7.** The Municipality is not bound to accept any tender and reserves the right to take up all or a part of a bid.

10. DEFINITION OF TERMS

10.1. None

11. ABBREVIATIONS

11.1. SCM	Supply Chain Management
11.2. SANS	South African National Standards
11.3. BBD	Beaufort West Municipality Bidding Document
11.4. VAT	Value-Added-Tax

**BEAUFORT WEST MUNICIPALITY
PRICING SCHEDULE for GOODS**

TENDER NUMBER:	SCM 13/2016
TENDER DESCRIPTION:	SUPPLY AND DELIVERY OF PRINTING PAPER, INK TONERS, CARTRIDGES AND RIBBONS FOR A PERIOD OF 3 YEARS
PLEASE NOTE:	<ol style="list-style-type: none"> 1. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. 2. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point. 3. All costs MUST be included in the bid price, for the provision of the goods at the prescribed destination. 4. Document MUST be completed in non-erasable black ink.
TENDER PRICE SUBMISSION	
I / We (full name of Bidder)	
the undersigned in my capacity as	
of the enterprise	
<p>hereby offer to the Beaufort West Municipality to provide the goods as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Beaufort West Municipality and subject to the conditions of tender, for the amounts indicated hereunder:</p>	



Signature of Beaufort West Municipality Officials at Tender Opening	1.
	2.
	3.
	4.

DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of °my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:	
	Postal Code: <input type="text"/>

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	
NAME OF ENTERPRISE			
WITNESS 1		WITNESS 2	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Beaufort West Municipality** in accordance with the requirements and specifications stipulated in bid number **SCM 13/2016** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:.....	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<i>ITEM NO.</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	<u>BRAND</u>	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



BEAUFORT WEST MUNICIPALITY

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
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General Conditions of Contract (GCC)

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 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 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 goods 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 goods 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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.

- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 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. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (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, 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.

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 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, 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.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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 Schedules 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 Schedule 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

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

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force 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, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of Schedule 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.
- 35.2 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 Schedule 59 of the Competition Act No 89 Of 1998.
- 35.3 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.