



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

DUE AT 11:00 ON

30 SEPTEMBER 2022

BID DWS03-0822WTE

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE
PROJECT: PROVISION OF BULK PRINTING PACKAGING AND MAILING SERVICE
TO THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF THIRTY-
SIX (36) MONTHS**

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS:
DIRECTOR-GENERAL:
WATER AND SANITATION
PRIVATE BAG X313
PRETORIA, 0001

OR

TO BE DEPOSITED IN:
THE BID BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0001

Compulsory Briefing Session

Date: 12 September 2022

Time: 10:00am

Venue: Roodeplaat Training Centre, Moloto/KwaMhlanga Road

BIDDER: (Company Address or Stamp)

COMPILED BY: CONSTRUCTION

DEPARTMENT OF WATER AND SANITATION

BID DWS03-0822WTE

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROJECT: PROVISION OF BULK PRINTING PACKAGING AND MAILING SERVICE TO THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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INVITATION TO BID (SBD 1)

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SECTION 2: LEGALITIES

SECTION 3: PRICING SCHEDULE

PART A INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS03-0822WTE	CLOSING DATE:	30 SEPTEMBER 2022	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROJECT: PROVISION OF BULK PRINTING PACKAGING AND MAILING SERVICE TO THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX AT THE ENTRANCE OF ZWAMADAKA BUILDING					
157 FRANCIS BAARD STREET					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bid Office		CONTACT PERSON	Ms Sylvia Ndhlovu	
TELEPHONE NUMBER	012 336 8241/6562/8151		TELEPHONE NUMBER	012 336 7981	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	NdhlovuS@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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

SBD1

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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:

.....

DEPARTMENT OF WATER AND SANITATION

BID DWS03-0822WTE

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROJECT: PROVISION OF BULK PRINTING PACKAGING AND MAILING SERVICE TO THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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SPECIFICATION

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROJECT: PROVISION OF BULK PRINTING PACKAGING AND MAILING SERVICE TO THE DEPARMENT OF WATER AND SANITATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. Purpose

- 1.1 To provide bulk printing, packaging and mailing services to the Water Trading Entity (WTE) for the period of thirty-six (36) months

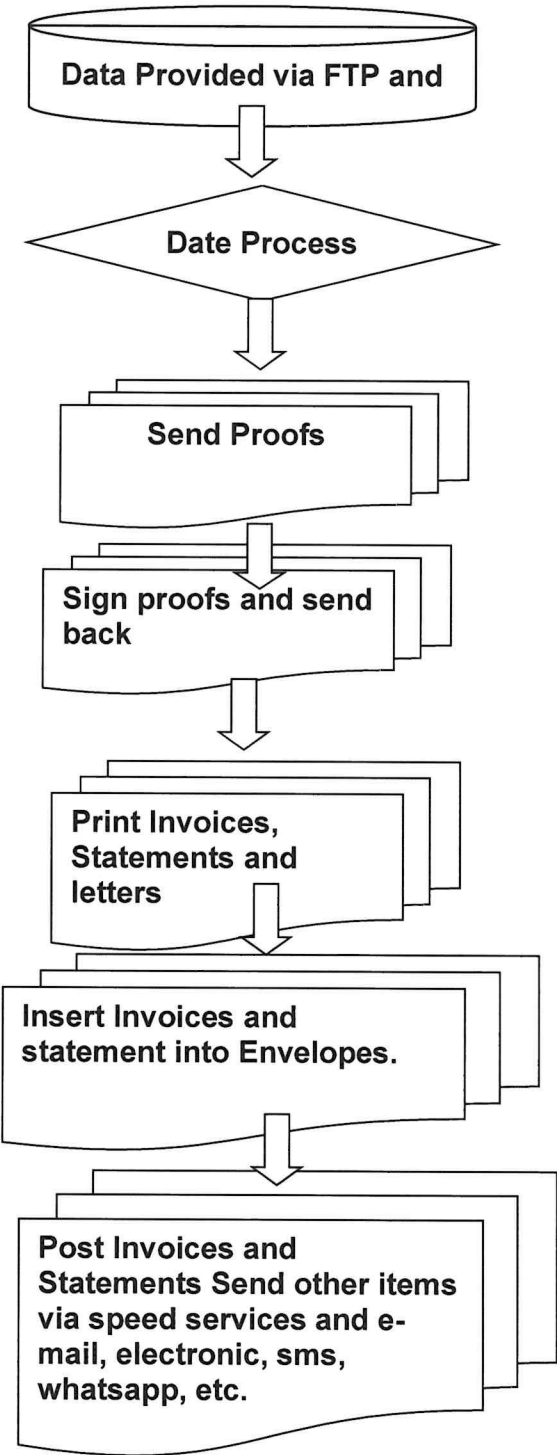
2. Background

- 2.2 The Water Trading Entity (WTE) of the Department of Water and Sanitation is responsible for Revenue Management function which involves amongst other things billing of water users on a monthly basis. The WTE customer base is approximately 100 000 users who are billed either on monthly basis or bi-annual depending on the customer billing plans. On average approximately 200 000 invoices and statements are issued per month to water users. Provision is also made for the printing and posting of billing documents for two independent CMAs. In addition the department has established a Customer Relations Management directorate which will be responsible for all future communication with clients on various issues. These planned communiqué will result in increased printing and mailing of items to the clients. As this function will be new to the entity, a lot of advertising and formal letters will have to be printed and posted to all customers informing them of pending changes. After such communication has been initiated, it is expected that clients' responses will come in large numbers to which the entity will have to respond in writing thus increasing printing and mailing costs. The number of these mailing items is too large for the Department to handle as a result it uses services of external service providers who take over the responsibility of printing and mailing all the letters, invoices, statements, etc. to water users.

3. Scope of the project

- 3.1 The Department of Water, Sanitation and requires an all inclusive bulk printing, packaging and mailing/postage services as well as electronic sending for a period of three years when required. Data cleansing as well. This requirement includes the following main tasks:

3.1.1 Printing Overview (Current process)



3.2 Data Provided

3.2.1 The successful tenderer must be able to process data received from the Department into required format for printing as stipulated by the Department.

- 3.2.2 The tenderer must provide a secure data link between the Department and the printing site for the transfer of printing data from the Department to the tenderer.
- 3.2.3 The data will be provided by the Department in a tab delimited text file or any other acceptable format, with indicators for the various documents to be provided. This data will be sorted into files for DL, A4 envelopes, and for bulk packaging

3.3 Development Required

- 3.3.1 The development for printing on pre-printed forms, including the development required for the printing of the pre-printed forms and deposits will be the responsibility of the tenderer. It will be required that the payment reference as well as the data for printing the barcodes, are derived from the customer statement.
- 3.3.2 It will be the responsibility of the tenderer to develop the overlays to be printed on the pre-printed stationery according to the specifications of the Department. Should the Department opt to send out the documentation in other official languages other than English, the Department will be responsible to make the translated parts of the overlays available to the tendered for development of additional overlays.

3.4 QA/ Validations Required

- 3.4.1 Upon receipt of the data, the tenderer must perform a check to ensure that none of the data files received were damaged or part of it was not provided due to a break in communication between the Department and the tenderer.
- 3.4.2 The tenderer will have to execute a validation test monthly on addresses provided in the files. This will include sending registered mails at least twice a year to all customers. Any documents for addresses which do not pass the validation process should not be printed but the details of the problem documents should be provided to the Department for correction on the data base. Monthly reports on exceptions, rejections not sent.
- 3.4.3 The tenderer will have to prove that the number of files sent to them agrees with the number of images which they shall have printed
- 3.4.4 The tenderer will investigate all complaints related to non-delivery of mailing items not received by the clients and provide proof of printing and posting and emailing.

3.5 Stationery

- 3.5.1 The tenderer will be required to provide the following stationery per the specification of the Department as well as in the quality for the required services:
- 3.5.2 Full colour pre-printed A4 stationery as per attached Annexure A. The tenderer must provide a specimen of this as part of their offer.
- 3.5.3 Pre-printed A4 stationery for the deposit slips to be printed as per attached Annexure B. The electronic proof of the deposit slips supplied by the successful tenderer will be subject to the acceptance of it by the relevant commercial banks, and the SA Post Office Limited. It will be required of the successful tenderer to obtain such approval from the relevant parties within 30 days after acceptance of the tender by the department. Proof of such approval/s must be provided within the 30 days period.
- 3.5.4 It is to be noted that the "70" printed on the deposit slip for all banks must be printed with magnetic ink.

3.5.5 The page must be perforated as per the specifications of the Department.

3.6 Printing

3.6.1 An average of 200 000 (two hundred thousand) images per month need to be printed with various peaks periods during the year.

3.6.2 The Department requires the following groups of printing to be done on pre-printed A4 stationery on a regular basis:

3.6.2.1 The monthly printing of customer statements and any supporting document such as invoices, pre-printed deposit slips debit notes. Credit notes, cancellation documents etc.

3.6.2.2 The printing of dunning letters to customers (on request from DWS-CRM)

3.6.2.3 Communication letters to clients

3.6.2.4 Printing and distribution of revenue brochures

3.6.2.5 Sending out invoices and statements to clients via post and e-mail

3.6.2.6 The tenderer must be able to validate email addresses of clients

3.6.2.7 Sending invoices and statements via courier services and other speed services to selected customers on request

3.6.2.8 Ad hoc letters to customers (on request from DWS-CRM)

3.6.2.9 Campaign and awareness letters to users (on request from DWS-CRM)

3.6.3 The Appointed Service Provider will insert the conditions of service as amended from time to time by the Department, on the duplex side of each first statement sheet. Pre-printed deposits as the first page after the customer invoice, irrespective of the next document type specified in data file for the specific customer.

3.6.4 The Appointed Service Provider must be able to insert the pre-printed stationery for the pre-printed deposit slip at the right place within the other pre-printed stationery. The printing of pre-printed deposit slips will be done on A4 plain perforate paper. The tenderer will ensure that the customer address, return to sender address, as well as the permit mail sign, are printed on the duplex on the side of the envelopes.

3.6.5 The Appointed Service Provider will also be required to print labels with names and addresses on for use with mailing items requiring bulk packing. It is estimate that the number of labels required per year may exceed 10 000 in total.

3.6.6 The department may also require the tenderer to send out one step mail items to users frequently from CRM function

3.7 Folding & Gluing

3.7.1 The Appointed Service Provider will apply cold glue, or other method approved by the Department to be able to mail single sheet documents.

3.7.2 Documents to be inserted into DL envelopes must be folded appropriately.

- 3.7.3 The Appointed Service Provider must correct and insert into the relevant place(s) in the printed documentation, any misfeed or pages damaged during the printing, folding or packaging of documents. The cost incurred as a result of this will be for the account of the tenderer.

3.8 Permit Mail Envelopes

- 3.8.1 The tenderer will be required to obtain and provide Permit Mail window envelopes for use during the mailing of documents. These will include DL, or the most suitable size for the mechanical insertion of A4 and C4 sizes. It will be required of the successful tenderer to hold sufficient stock to ensure that the regular monthly printing, packaging, and mailing are not disrupted at any given point in time
- 3.8.2 The permit mail envelopes provided by the tenderer will be subjected to approval by the S.A Post Office Limited.
- 3.8.3 It will be required of the tenderer to obtain such approval and to provide proof thereof to the Department within 30 days after acceptance of the tender by the Department.

3.9 Business Reply Service (BRS) Envelopes

- 3.9.1 The tenderer will be required to obtain and provide Business Reply Service (BRS) envelopes and/ or post cards as per Department's requirements and subject to specification of the S.A Post Office Limited.
- 3.9.2 It will be required of the tenderer to pay the license fees as well as postage for the Business Reply Service and to recover the cost from the Department. The tenderer must be able to pay postage deposit directly to the SA Post Office and claim from DWS.
- 3.9.3 The successful tenderer will be responsible to collect the replies from the S.A Post Office Limited on behalf of the department and to deliver the collected items on a weekly basis to the Department. Such replies should be sorted according to regions/provinces. The tenderer must try to obtain correct addresses for items marked as "RTS" by verifying addresses with the SA Post Office. The delivery address is currently 191 Francis Baard Street Pretoria; the successful tenderer will be informed of any change of address.
- 3.9.4 It will be required of the successful tenderer to hold sufficient BRS envelopes in stock to ensure that the printing, packaging and mailing is not disrupted at any given point in time. It is estimated that an average of 450 000 BRS envelopes will be required per year.

3.10 Insertion/ Packaging & Mailing

- 3.10.1 The tenderer will be responsible for the insertion of mailing items into DL or A4 envelopes as required by the number of the pages of the mailing item. Items to be inserted may include:
- 3.10.1.1 Statements
 - 3.10.1.2 Information Page
 - 3.10.1.3 Pre- printed deposit slips
 - 3.10.1.4 Invoices
 - 3.10.1.5 Debit and Credits notes
 - 3.10.1.6 Ad hoc letters

- 3.10.1.7 BRS envelopes
- 3.10.1.8 General communication and correspondence
- 3.10.1.9 Campaign letters
- 3.10.1.10 Notices and notifications
- 3.10.1.11 Brochures and pamphlets

3.10.2 In respect of packaging, it will be required of the tenderer to ensure that various sheets of the stationery are packaged in such a way that they will not be damaged during the mailing process. Addresses are to be affixed to the bulk packaging by means of labels. The tenderer will have to ensure that addresses for normal mailing items are exactly the same, and of such a nature that it will not be damaged during the mailing process.

3.10.3 It will be required that the tenderer pay the mailing cost and recover it from the Department. Any equipment, deposit and/ or guarantee required by the S.A Post Office. Ltd. must be provided by the tenderer.

3.11 Electronic Copies – Statements, invoices, letters, etc.

3.11.1 The tenderer must be able to supply the documentation printed in an electronic format (PDF) as well for the purpose of e-mailing the information to customers with email addresses.. Statements, invoices and general communication will be sent to some clients via email. The tenderer must show capability and capacity to perform this function.

3.12 Reporting

3.12.1 The tenderer must be able to supply a comprehensive audit report after each job sent to them defining items such as:

- 3.12.1.1 Number of images printed
- 3.12.1.2 Number of pages printed
- 3.12.1.3 Number and size of packages mailed
- 3.12.1.4 The time and date of jobs received, printed, packaged and mailed
- 3.12.1.5 Report on all undelivered mail items, whether by post or email to be sent monthly to the department

3.13 Services Level

3.13.1 It is required that the tender must complete the whole cycle from receiving the printing job until mailing it within three (3) working days. The successful tenderer will be required to enter into a service level agreement with the Department.

3.13.2 It is required that the tenderer must be able to receive data for the particular region process and send to the customer (e.g. when Free State is finished billing we can send the file and it will be processed and sent without having to wait for the other regions to finish). (Fragmented or staggered mailing)

3.14 Bill of Quantities (Price Breakdown)

Item No:	Description	Baseline quantity	Unit price (per each)
1	Colour printing folding and inserting of invoice and statement per page on A4 ultra white multipurpose paper	220 000	Per unit
2	Black and white printing, folding and inserting of deposit slips per page on A4 ultra white multipurpose paper and perforated	220 000	Per unit
3	Colour printing and folding of dunning letters on A4 ultra white paper	220 000	Per unit
4	Colour printing of brochures	220 000	Per unit
5	Black and white printing, folding and inserting of deposit slips per page on A4 ultra white multipurpose paper	220 000	Per unit
6	Sending of invoices and statements by e-mail	220 000	Per unit
7	Supply of DL Window envelopes printed on reverse side with address of department for return to sender purpose	220 000	Per unit
8	Supply of C4 Window envelopes printed on reverse side with address of department for return to sender purpose	220 000	Per unit
9	Postage per DL window envelopes through Postal Service	220 000	Per unit
10	Postage per C4 window envelopes SA Postal Service	220 000	Per unit

4. PERIOD OF PERFORMANCE

- 4.1 The period of performance of the contract resulting from this solicitation is expected to commence as soon as the process of evaluating the tender is concluded. The contract will run from then for a period of three (3) years from the date of signing the contract.

5. ADDITIONAL BASIC REQUIREMENTS FROM THE BIDDER

5.1 The bidder must:

- Provide and offer strong evidence of the experience and skill sets;
- Provide evidence of capacity to deliver underpinned by robust and tested methods, tools and governance structures;
- Proof to have the ability to leverage best practice.
- Demonstrate ability to print approx. 220 000 pages in color and black and white and post.

6. SPECIAL REQUIREMENTS

6.1 The department will conduct a site visit on the top three shortlisted bidders

7. EVALUATION OF TENDERS

The 90/10 preference points system as prescribed in the Preferential Procurement Regulations, 2011 Pertaining to the Preferential Procurement Policy Framework Act, (ACT NO 5 OF 2000) (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. Bids received will be evaluated on the six (6) phases namely **Mandatory Requirements, Prequalification criteria, Administrative Compliance, Functionality Compliance / Specification Compliance, Site Visit Assessment and Price and Preference.**

8. Evaluation criteria

Phase 1: Mandatory requirements

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

Yes - list the relevant documents required on the table below
Yes - list the relevant documents required on the table below

No	Criteria	Yes	No
1	Attendance of compulsory briefing session.		
2	The service providers must produce an agreement with Post Office that confirming that the latter will be able to provide the service of sending postal items on behalf of the department and pay postage costs and claim it back from the department.		

Phase 2:

Prequalification criteria

Preferential Procurement Regulations, 2017, Regulation 4 (c)

Prequalification criteria will be used in this bid on the basis of sub-contracting with EMEs or QSEs which are 51% owned by either of the following:

- i) Black people
- ii) Black people who are youth
- iii) Black people who are women
- iv) Black people with disabilities
- v) Black people living in rural or underdeveloped areas or townships
- vi) Black people who are military veterans
- vii) EMEs or QSEs

Only bidders who do have a 30% sub-contracting agreement to a 51% black owned EME or QSE will be considered for this bid. Verification documentation to be submitted to confirm 30% sub-contracting compliance requirements (failure to submit the supporting documents, the Bidder will be disqualified)

- ☐ Sub-contractor's Valid Sworn Affidavit
- ☐ The Sub-contractor's proof of Central Supplier Database registration
- ☐ Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax Clearance certificate and PIN
- ☐ Pro-forma sub-contracting agreement signed by both parties

Failure to meet the above indicated prequalification criteria in terms of the PPR, 2017, Regulation 4 (c) will automatically disqualify your bid.

- **EME or QSE**

EME	QSE
X	X

Bidders who qualify as EMEs or QSEs are only required to submit a sworn affidavit signed by the company representative and attested by a Commissioner of oaths, confirming its annual total revenue and level of Black ownership.

B-BBEE certificate must be an original and valid or copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

The Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

Proof includes an original or certified copy of B-BBEE status level verification certificates or certified copies thereof together with their price quotations, to substantiate their B-BBEE rating claims. B-BBEE certificate must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

Phase 3: Administrative Compliance

Bidders are required to comply with the following listed below

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide MAAA number on SBD1		
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax Clearance certificate and PIN.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 either from private insurer or Compensation Fund "Department of Labour		
5	The Bid must be signed by a director of the company or a duly authorised person and proof of such authority must be submitted with the bid.		
6	An original and valid f B-BBEE Status Level Verification Certificate or valid copy(failure to submit, the Bidder will forfeit the preferential points to be claimed)		
7	Complete, sign, submit SBD 1, SBD 3.1, SBD 4 and SBD 6.1		

Phase 4: Functionality Compliance.

Bidders must score at least **70 out of 80** in respect of functionality in order to qualify for advancement to Phase 5. A bidder that scores less than **70 out of 80** will be regarded as submitting a non-responsive bid and will be disqualified. Bidders who fail to obtain a minimum score for each criterion will be disqualified.

The weight that will be allocated to each functionality criteria as follows (unless otherwise stated)

1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent

The evaluators are to score the bidder on a scale of 1 to 5 and use the scored value to determine the archived weight of the criterion.

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Ability and Capability	Demonstrated skills and experience of five (5) key personnel for this project for example but not limited to, developer, contract administrator, project supervisor/manager and team members, (Attach 1 page resume of each key project team member indicating qualifications, accreditation / affiliation), experience on similar projects.		25	
	5 years and above relevant experience of Project Leader / Manager and team members	5		
	4 years relevant experience of Project Leader / Manager and team members	4		
	3 years relevant experience of Project Leader / Manager and team members	3		
	2 years relevant experience of Project Leader / Manager and team members	2		
	Less than 2 years relevant experience of Project Leader / Manager and team member	1		
Company track record	<p>Contactable reference evaluation for similar projects (5 contactable references) with signed proof from the employer.</p> <ul style="list-style-type: none"> • Quality of work • Team capability • Relevant work experience • Data programming for variable data printing • Ability to do graphic design for statements, invoices, brochures. • Ability to print using Laser printing, Litho printing • Ability to print 110 000 pages in colour and black and white ink as when arranged or during emergencies. • Ability to print different tasks at the same time and fast <p>Each contactable reference to score bidder on a scale of 1 to 5.</p>		25	
	5 completed similar projects.	5		

	4 completed similar projects.	4		
	3 completed similar project.	3		
	2 completed similar project.	2		
	1 completed similar project.	1		
Methodology	The following items must be defined in detail: 1. Project Plan 2. Project implementation Plan 3. Broad methodologies in line with the task descriptions outlined under project scope/ task description and technical specifications and schedules 4. Clear milestones, and timeframes for each task to be completed. 5. Evaluation and supervision of work 6. Disaster recovery Plan 7. Security of data 8. Uninterrupted printing during load shedding 9. Communication tools and reporting lines		30	
	All 9 items above should be included clearly with details.	5		
	8 items above should be included clearly with details.	4		
	7 items above should be included clearly with details.	3		
	6 items above should be included clearly with details	2		
	5 items above should be included.	1		
	4 and less items	0		
TOTAL			80	

Phase 5: Site Visit Assessment (A minimum score of 12 is required before bidders can be considered for the next phase)

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Site visit assessment	The bidders will be assessed on the following: factory layout and safety of printed material, security of environment, number of high speed printing machines, capacity of the printing machines, i.e. number of colour and black and white pages to be printed per minute or hour, type of printing machines, Lithograph, Laser printing. Attention will also be given to capacity of bidder to manufacture and keep stock of envelopes.		20	
	Factory layout, safety and security, ventilation	4		
	Production line, number and type of high speed printing machines, Litho, Laser and capacity	4		
	Availability of stocks of paper and envelopes	4		
	Reserve stock availability, storage facilities	4		

	Emergency power supply in case of load shedding	4		
TOTAL			20	

For a bidder to move to the next level, they must obtain a minimum of 12 points on Phase 5.

Phase 6: Evaluation of Price and Preference Points Claimed:

During this phase, bid proposals that passed the phase 4 will be further evaluated based on the 90/10 preference points system in accordance with the PPPFA Act, where 90 points will be attained in respect of price and 10 points will be awarded to a bidder for attaining the B-BBEE Status Level of Contribution.

BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF THE DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR TENDERING PURPOSES!!

9. National Treasury's Central Supplier Database.

With effect from 1 April 2016, accounting officers and accounting authorities may not award any bid to a supplier not registered as a prospective supplier on the National Treasury's Central Supplier Database.

10. Instructions to bidders: Purchases

- 10.1 The standard bidding forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be of any item but only a photocopy of the page in question or on other forms obtainable from the Head of Procurement: Department of Water and Sanitation, Private Bag x313, Pretoria.0001, Attention: Supply Chain Management Office. Additional offers made in any other manner may be disregarded.
- 10.2 Should standard bid forms not be filled in by means of mechanical devices, for example typewrites, ink, preferably black, must be used to fill in bids.
- 10.3 Bidders shall check the numbers of the pages and satisfy them that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that the pages are missing or duplicated.
- 10.4 Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not.
- 10.5 In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".
- 10.6 In cases where the items are not to specification, the deviations from the specifications shall be indicated.
- 10.7 With the exception of basis prices, where required, all prices shall be quoted in South African currency.
- 10.8 Bids received after the closing date and time are late and will as rule not be accepted for consideration.
- 10.9 Bids will be opened in public, that is, bidders or their representatives may be present. If requested by any bidder, the names of bidders and if practical the total amount of each bid and of any alternative bids, will be read aloud.
- 10.10 Unless specifically provide for in the bid document, no bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.

11. Conditions of Tender

- 11.1 The Department reserves the right to cancel or terminate the tender in the event the successful bidder violates or fails to comply with one or more of the conditions stipulated in the bid documents.
- 11.2 It also remains the responsibility of the bidders to ensure that posted bids reach the tender box before the closing date.
- 11.3 The Department reserves the right to reject work that does not meet the required standards and engage a different bidder to complete the work. The bidder shall serve seven (7) days notice for the termination of the contract in the case of non performance.
- 11.4 Any deviation or non compliance from the said requirements may disqualify the bidder
- 11.5 The successful service provider will be required to enter into a formal written contract of which the draft will be provided by the Department of Water and Sanitation.
- 11.6 The department reserves the right to conduct due diligence on the top three short-listed bidders. A site visit will also be undertaken for the top three short-listed bidders.

12. APPOINTMENT

The successful service providers will enter into an agreement with DWS, the standard PSP agreement will be used. A service level agreement with clearly defined deliverables will be entered into with the successful bidder.

13. SUBMISSION OF PROPOSALS

Two copies (one original and one copy) of the proposal should be deposited into the tender box at the Zwamadaka building entrance, 185 Francis Baard Street, Pretoria, 0001 which is identified as the tender box of the Department of Water and Sanitation before 11:00 on closing date given on SBD-1 form.

The envelope should be marked:

“DEPARTMENT OF WATER AND SANITATION,

BID DWS03-0822WTE

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROJECT:
PROVISION OF BULK PRINTING PACKAGING AND MAILING SERVICE TO THE DEPARTMENT OF
WATER AND SANITATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Compulsory briefing session

A compulsory briefing session will be held and details follow hereunder:

Date: 12 September 2022
Time: 10: 00am
Venue: Roodeplaat Training Centre,
Moloto/KwaMhlanga Road,
Pretoria

SBD 3.1

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

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number <u>DWS03-0822WTE</u>
Closing Time <u>11:00 am</u>	Closing date <u>30 September 2022</u>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO:	DESCRIPTION	BASELINE QUANTITY	UNIT PRICE (PER EACH)	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
1	Colour printing folding and inserting of invoice and statement per page on A4 ultra white multipurpose paper	220 000	Per unit R.....	R.....
2	Black and white printing, folding and inserting of deposit slips per page on A4 ultra white multipurpose paper and perforated	220 000	Per unit R.....	R.....
3	Colour printing and folding of dunning letters on A4 ultra white paper	220 000	Per unit R.....	R.....
4	Colour printing of brochures	220 000	Per unit R.....	R.....
5	Black and white printing, folding and inserting of deposit slips per page on A4 ultra white multipurpose paper	220 000	Per unit R.....	R.....
6	Sending of invoices and statements by e-mail	220 000	Per unit R.....	R.....
7	Supply of DL Window envelopes printed on reverse side with address of department for return to sender purpose	220 000	Per unit R.....	R.....
8	Supply of C4 Window envelopes printed on reverse side with address of department for return to sender purpose	220 000	Per unit R.....	R.....
9	Postage per DL window envelopes though Postal Service	220 000	Per unit R.....	R.....

10	Postage per C4 window envelopes SA Postal Service	220 000	Per unit R.....	R.....
			SUB-TOTAL (EXCL. 15% VAT)	R.....
			15% VAT	R.....
			TOTAL (INCL. 15% VAT)	R.....

-
- Required by: Department of Water and Sanitation: Water Trading Entity (WTE): Revenue Management
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

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

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

Any enquiries regarding the bidding procedure may be directed to the SCM officials-
Department of Water and Sanitation
Supply Chain Management Office
Tel: 012 336 8241/6562/8151, Email: bidenquirieswte@dws.gov.za

Or for technical information-
Ms Sylvia Ndhlovu, Tel: 012 336 7981, Email: NdhlovuS@dws.gov.za.

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

.....

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

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....
.....

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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 or QSE

(Tick applicable box)

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

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

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/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

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)	
DATE:
ADDRESS

THE NATIONAL TREASURY

Republic of South Africa



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.

TABLE OF CLAUSES

1. Definitions
2. Application
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
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12. Transportation
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15. Warranty
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17. Prices
18. Contract amendments
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20. Subcontracts
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25. Force Majeure
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>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.