



REQUEST FOR BIDS:

APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO PROVIDE BRANDING AND PROMOTIONAL MATERIALS

(BID NUMBER: PROC T653)

CLOSING DATE AND TIME: 09 SEPTEMBER 2024 AT 11H00 AM

BID DOCUMENTS CHECK LIST 3

1. INVITATION TO BID..... 3

2. PRICING SCHEDULE8

3. DECLARATION OF INTEREST SBD 4..... 10

4. PREFERENCE POINTS12

5. CONTRACT FORM - RENDERING OF SERVICES SBD 7.2..... 17

8. AUTHORITY FOR SIGNATORY 19

9. TERMS OF REFERENCE / SPECIFICATIONS..... 20

10. GENERAL CONDITIONS OF CONTRACT 33

11. SUPPLIER DECLARATION FORM 48

BID DOCUMENTS CHECK LIST:

VERY IMPORTANT: THE CONTENTS OF THE BID/ TENDER DOCUMENT MUST BE AS FOLLOWS:

The potential bidder must submit four (4) Bid proposals, compile one (1) original, (1) electronic version (USB), make one (1) copy from the original bid document and email proposal to Tenders@serviceseta.org.za in a zipped file up to a maximum size of 100MB.

1. The Services SETA bid documents must be submitted in official format (not to be re-typed).
2. The bid proposal must be properly bonded, punched, numbered and separated per checklist schedule below.

PLEASE SUBMIT THE BID PROPOSAL AS PER AFOREMENTIONED SUBMISSION REQUIREMENTS AND BELOW CHECKLIST SCHEDULE, AS IT MAKES IT EASIER FOR THE BID EVALUATION COMMITTEE TO EVALUATE YOUR PROPOSAL.

Checklist Schedule

Schedules	Description	Submitted: YES or NO
Schedule 1	The potential bidder must be registered with National Treasury Central Supplier Database (CSD)	
Schedule 2	Bid document must be signed and duly completed, together with all declaration of interest/standard bidding documents (SBD's 1, 3.3, 4, 6.1 and 7.2)	
Schedule 3	Provide and attach a copy of Company Registration Certificate	
Schedule 4	The potential bidder must submit Proof of its B-BBEE Status Level of Contributor	
Schedule 5	The potential bidder must be tax compliant on National Treasury Central Supplier Database (CSD) prior to award.	
Schedule 6	Stock management	
Schedule 7	Warehousing and storage	
Schedule 8	Reference letters / Testimonials	
Schedule 9	Capacity of Service Provider	
Schedule 10	Service providers must present a detailed delivery and dispatch strategy that includes:	
Schedule 11	Identity Documents, Cancelled Cheque or Letter from the Bank Confirming Banking Details	
Schedule 12	Pricing Schedule	
Schedule 12	Bid proposals (4) compile one (1) original, (1) electronic version (USB) , make one (1) copy from the original bid document must be properly bonded and email proposal to Tenders@serviceseta.org.za in a zipped file up to a maximum size of 100MB.	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SERVICES SETA)					
BID NUMBER:	PROC T653	CLOSING DATE:	09 SEPTEMB ER 2024	CLOSING TIME:	11H00AM
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO PROVIDE BRANDING AND PROMOTIONAL MATERIALS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
(SERVICES SETA HEAD OFFICE)					
15 SHERBORNE ROAD, PARKTOWN, JOHANNESBURG 2193					
NB: ALL BIDS MUST BE SUBMITTED IN THE TENDER BOX					
The bid box is open during office hours:					
Monday – Thursday: 8am – 4pm					
Friday: 8am – 3pm					
NOTE!					
THE RELEVANT AUTHORITY MUST SIGN IN FULL WHERE REQUIRED AND INITIAL ALL PAGES OF THE SBD FORMS					
BIDS MUST BE SUBMITTED AS <u>1 ORIGINAL, ELECTRONIC COPY (USB), 1 COPY AND EMAIL PROPOSAL TO Tenders@serviceseta.org.za IN A ZIPPED FILE UP TO A MAXIMUM SIZE OF 100MB, EACH MARKED AS SUCH.</u>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Conny Mathebula	CONTACT PERSON	Duduzile Mwelase		
TELEPHONE NUMBER	(011) 276 9621	TELEPHONE NUMBER	(011) 276 9742		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	tenders@serviceseta.org.za	E-MAIL ADDRESS	DuduzileM@serviceseta.org.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					

STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES 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

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, 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:

(Professional Services)

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

Entity name	
Total value	

In order to compare process, bidders must indicate their prices on the basis of the following:

Deliverables	Quantity	Amount
Exhibition Packs (as per spec including furniture)	10	
Staff Uniform: T-shirts 180g Barron V-Neck T-Shirt	100	
Promotional Items: Umbrellas	50	
Staff Uniform Men and Ladies Kyoto Two-Tone Jacket	50	
Staff Uniform Ivy Tunic	30	
Services SETA Branded Table Cloth	30	
Lanyards Conference Pouches	100	
Staff Uniform Iris Pinafore	30	
Staff Uniform Cuffed legs scrub pants (Ladies)	30	
Branded Lanyards	1000	
Polyester Lanyards	300	
Vehicle branding: Full wrap vehicle branding per m2 (e.g. Nissan Sentra)	• 10	
Learner packs (as per spec)	5000	
Exhibition Tables	20	
Poster frames		
• A4 snapper frames with anti-glare cover/sleeve	100	
• A3 snapper frames with anti-glare cover/sleeve	100	
• A1 snapper framers with anti-glare cover/sleeve	100	
• The snapper frames must from the front and around all four sides to make changing graphics easier without	100	

<p>having to remove the frame from the wall each time. All frames must come with mounting hardware.</p> <ul style="list-style-type: none"> • 40mm double-sided (2 X SIDES) frames for hanging application and for use in freestanding units. <p>Quantity to be quoted for 100 of each size</p>	100	
Retirement gift - Plaque	1	
Celline New Express new express 73 cm trolley duffle	10	
Donney Laptop Trolley Case	50	
Branded thumb drives (16 GB)	300	
Wellness Day Promotional Items: Sports Bottle	300	
Skipping rope	300	
Alex Varga Oprantino Gift Set	10	
<ul style="list-style-type: none"> • Other cost (if any) provide clear breakdown 		
Vat 15 %		
Total (including all other applicable charges)		

NB: In order ensure uniformity and fairness in the appointment process, Services SETA will align with best practices and cost-saving measures.

Pricing above will be used for comparison purpose during evaluation and bidder will be required to provide Services SETA with the quotation as and when required.

Please Note the following:

- Services provided must reflect prices in accordance with the terms of reference;
- Bidders are also advised to indicate a total cost breakdown for this assignment;
- Own pricing schedule can be compiled to cover costs as per terms of reference;
- Bidders must clearly state the contract renewal and termination with steps of the termination process clearly identified.
- The tender specification is provided for the purpose of price comparison based on previous orders and requirements. The appointed service provider will be required to fulfil the listed requirements as well

as any additional requests. The quantities specified represent minimum quantities to be ordered at a time and do not constitute guaranteed volumes, which may vary based on operational requirements. However, if ordered, minimum quantities will be adhered to in order to ensure scalability and leverage economies of scale.

- All costs related to the sourcing and branding of each listed item must be included in the supplier's pricing. Once appointed, any additional items required that are not listed on the pricing schedule must be separately quoted for and approved before execution.

1. It must be noted that the bid will NOT necessarily be concluded in terms of total price and/or rates only due to the high technical and functional requirements.

2. Total bid price (incl of all applicable taxes) R.....

3. Period required for commencement with project after acceptance of bid.....

4. Are the rates quoted firm for the full period of contract? **Yes or No**

5. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....
.....

All applicable taxes" includes value- added tax, pay as you earn, income tax, Unemployment Insurance fund contributions and skills development levies.

Any enquiries regarding bidding procedures may be directed to the following members in writing.

Supply Chain Management

Email: tenders@serviceseta.org.za

Or for technical information –

Email: DudzileM@serviceseta.org.za

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**

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.

2.2.1 If so, furnish particulars:

.....
.....

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

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.

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People Ownership	3	6		
Woman Ownership	4	8		
Youth Ownership	2,5	5		
Disability Ownership	0,5	1		
Skills Transfer and Development	0	0		
Local Suppliers (Residing in a local municipality)	0	0		
Total	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in

paragraph 1 of this form;

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)in accordance with the requirements and task directives / proposals specifications stipulated in Bid Numberat 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 date of the 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;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder’s Disclosure form;
 - 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 services 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

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO PROVIDE BRANDING AND PROMOTIONAL MATERIALS	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

6. AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“ By resolution of the board of directors passed on _____ 20_____

Mr _____ has been duly authorized to sign all

documents in connection with the Tender for Contract _____

No _____ and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____



7. TERMS OF REFERENCE / SPECIFICATIONS

1. PURPOSE OF THIS PROJECT

APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO PROVIDE BRANDING AND PROMOTIONAL MATERIALS

INTRODUCTION AND OVERALL OBJECTIVES

The Services Sector Education and Training Authority (Services SETA) was established in March 2000 under the Skills Development Act of 1998, the Services Sector Education and Training Authority (Services SETA) drives skills development across various sectors. These sectors include cleaning and hiring services, personal care, business and management, labour and related services, real estate and associated services, and communications and marketing services.

Services SETA offers grants to employers and skills development providers for the skills training of employed and unemployed individuals, enabling them to participate in economic activities and contribute to sector growth.

In addition, Services SETA facilitates the development of learning programmes, accredits skills development providers, approves assessment centres, and manages certification in collaboration with relevant authorities such as the QTCO, which is responsible for [specific role of the QTCO]. This comprehensive approach supports the National Skills Development Plan 2030 and fosters meaningful economic contributions.

To effectively implement its activities and strategy, the Services SETA requires various services and products such as promotional and branded items for its initiatives.

This Bid is for experienced, knowledgeable service providers to submit proposals for the provision of promotional and branded items. Proposals should demonstrate a thorough understanding of the required services and include detailed plans for meeting them.

LATE SUBMISSIONS WILL NOT BE ACCEPTED AFTER THE CLOSING DATE AND TIME

Please note that all pertinent documentation is available on the Services SETA website at www.serviceseta.org.za

2. BACKGROUND

The Services SETA relies on the procurement of various branded products for its marketing purposes, particularly for staff uniforms, career guidance events, infrastructure project launches, graduations and other related activities. These items serve to inspire and motivate employees, learners and students, creating a lasting impact.

The Services SETA procures different branded products for its marketing purposes, especially for staff uniforms and career guidance events. The following products have been identified based on previous purchases over the

past three years. The supplier must and provide all branded products as and when needed. Products that can be purchased under this contract will not be limited to the items listed in this tender specification document.

Additionally, Services SETA engages both internal and external volunteers during these events. It is essential to provide them with appropriate branded materials and attire to ensure consistency and professionalism. This includes, but is not limited to, bags, uniforms, and other promotional items.

Furthermore, our staff, especially those in reception, cleaning, gardening, and other support roles, need appropriate personal protective equipment (PPE) to ensure safety and compliance with workplace standards.

The supplier must source and provide all branded products as and when needed. The products listed in this tender specification document are based on previous purchases over the past three years, but the scope is not limited to these items. Flexibility and responsiveness to the evolving needs of Services SETA are essential.

3. SCOPE OF WORK/ DELIVERABLES

Exhibition Packs

Objective

- To create ten exhibition packs suitable for various events, each including a 6*3 gazebo and essential accessories for a successful exhibition presence.
- One branding element representing each Services SETA Chamber/Industry.
- One Generic branding pack for career guidance and events.

Components: Each exhibition pack will consist of the following components:

6*3 Gazebo:

- Size: 6 meters by 3 meters
- Material: High-quality, durable fabric for weather resistance
- Frame: Sturdy aluminium or steel frame for stability
- Features: Easy-to-assemble design with adjustable height options

Branding Material:

- Customisable banners or flags with company logo and branding message
- High-resolution graphics for maximum visibility
- Weather-resistant material for outdoor events

Furniture:

- Folding tables and chairs for demonstration and meeting areas
- Professional appearance with clean lines and comfortable seating

Display Units:

- Pop-up displays or banner stands for showcasing products and services
- Lightweight and portable design for easy transportation and setup
- Customisable graphics to highlight key offerings

Marketing Collateral Stand:

- Brochure and flyer stand

Lighting:

- LED lights or spotlights to illuminate key areas of the exhibition space
- Adjustable brightness levels for optimal visibility
- Energy-efficient options for sustainability

Storage Solutions:

- Lockable storage crates or cabinets for storing exhibition materials securely
- Compact and easy to transport alongside other exhibition components

Branding Backdrop:

- Large fabric and reversable backdrop featuring the Services SETA company and brand message.
- Seamless design to create a professional and cohesive exhibition space

Quality Standards:

- All components must meet industry standards for durability, safety, and functionality.
- Materials used should be of high quality to ensure longevity and withstand outdoor conditions.
- Design elements should be visually appealing and reflect the brand's image and values.

Customisation:

- Each exhibition pack can be customised to suit specific branding requirements and event themes.
- Graphics and branding materials should be easily interchangeable to accommodate different promotions and campaigns.

Minimum order = 10

Staff Uniform: T-shirts

180g Barron V-Neck T-Shirt

Stock Code: TSV180B

- Double-ribbed crossover neck rib
- Double-needle hemming
- Shoulder-to-shoulder taping
- Safety stitched seams
- Reactive dye
- Soft, luxurious garment
- 180g 100% Combed Cotton (Melange colours are Poly Cotton blend)
- Color black
- Branding: Embroidery on the left hand side

Quantity to be quoted for: 100 minimum order

Promotional Items: Umbrellas (minimum)

- Material: 190T Polyester, PP Handle & Rubberised Coating
- Size: Open - 94cm (dia)
- Capacity: 8 Panels
- Branding: Screen Print

Quantity to be quoted for: 50 minimum order

Staff Uniform: Men and Ladies **Kyoto Two-Tone Jacket**

Code: SLAZ-11422 and SLAZ-11423

- 100% nylon
- lining: 100% polyester
- padding: polyester
- fully padded quilted outer and lining
- slanted zip pockets with branded zip pullers
- full zip with branded zip puller
- chin protector
- partial wind placket
- inner pocket
- elasticated binding on hem, sleeves and hood
- detachable hood

- reflective Slazenger logo on contrast back panel
- standard fit
- Color black
- Branding: Embroidery on the left hand side

Quantity: Minimum: 50

Staff Uniform : Ivy Tunic

Stock Code: TU-IVY

- Mandarin collar
- Short sleeves
- Asymmetrical tunic
- Buttons and side slits
- Front and back waist darts
- 175 100% Polyester
- Color black with red trimming
- Color red with black trimming
- Branding: Embroidery on the left hand side

Quantity to be quoted for: 30 minimum order

Services SETA Branded Table Cloths

Description

- weight: 1.84kg
- material: polyester display fabric
- size: 3.35 x 2.25m
- features: durable, lightweight, washable, hemmed
- legend range

Branding Options

- Digital Display (DD)

Quantity to be quoted for: 20 minimum order

Lanyards Conference Pouches

Description

Clear PVC

For maximum card size 12cm x 9.8cm

Product Dimension: 14.3cm x 10.5cm

Quantity to be quoted for: 100 minimum order

Staff Uniform: Iris Pinafore

Stock Code: PIN-IR

- Kangaroo pocket divided into multiple compartments
- Perfect pinafore for a variety of industries
- Adjustable waist tabs
- Self-fabric binding on the edges
- 210g 80/20 Poly cotton
- Color black and dark grey
- Branding: Embroidery on the left hand side

Quantity to be quoted for: 30

Staff Uniform: Cuffed legs scrub pants (Ladies)

- 50% Polyester
- 50% Cotton
- With drawstrings
- Double needle stitching on side pockets
- One back pocket with double needle stitching
- Colour black and Colour Red

Quantity to be quoted for: 30 minimum order

Branded Lanyards

- 90 (l) x 2 (w)
- satin

Quantity to be quoted for: 1000 minimum order

Polyester Lanyards

Polyester lanyard with a velcro safety closure fitted with a snap hook clip.

Description

Badge reel for with a belt clip on back for added positioning of the badge. Can also be used as a key ring holder.
Full logo colour • ABS • 3.5 (dia): retractable cord: 48 (l)

Branding Options

- Digital Dome Sticker (DB)

Carton dimensions in CM (23H X 50L X 35W)

Carton weight in KG (13)

Quantity to be quoted for = 300 minimum order

Vehicle Branding

Design and Layout

- **Vehicle Branding Locations:**
 - Both front doors
 - Rear of the vehicle
 - Registration number on the roof and tailgate
- **Design, Layout, and Artwork:**
 - Full-colour branding
 - Removal of old branding
- **Durability:**
 - Branding should last up to 3 years
 - Removable without damage to vehicle paintwork after six months or up to five years

Dimensions

- **Logo (Side Doors):**
 - A3 size: 420mm width x 297mm height
- **Logo (Left Rear):**
 - Length: 440mm
 - Width: 110mm
- **Customer Care Number (Tail Door):**
 - Length: 300mm
 - Width: 180mm

Materials

- **Branding Materials:**
 - Use innovative & advanced brands such as Avery, Arlon, and 3M
- **Finish:**
 - Cold lamination for overall finish and UV protection

Printing Technology

- **Finish:**
 - Latex technology (HP Latex 1440 dpi)
 - Sharp colours that will not fade over time
- **Environmental Impact:**
 - Latex printing offers high productivity with total reduction in environmental impact from solvents and eco-solvents

Supplier to quote for x10 sedans – use Toyota Corolla or Nissan Sentra as the basis

Learner packs x 5000 each (Minimum order)

- branded drawstring bags
 - Cotton or Nylon
 - Digital Direct Transfer
 - Red, White, Orange and Black
- branded pencil cases (30 CMs)
 - Digital Direct Transfer
 - Zipper case
- branded pens
 - Clicker pens
 - Pad Printing
 - Red, White, Orange and Black
- One-hole sharpeners
- Rulers (30 cm)
- Highlighter set - A set of 5 mini highlighters in different colours, with branding available on the case.

Quantity to be quoted for: 5000 minimum order.

Exhibition Tables

- Folds up for easy storage (Tables)
- Size 1.8m
- Material: Polyethylene
- Type: Easy to carry and use
- Height: 7.8
- Width: 92.0
- Length: 94.0

Minimum order quantity to be quoted for: 20

Poster frames

- A4 snapper frames with anti-glare cover/sleeve – x100
- A3 snapper frames with anti-glare cover/sleeve – x100
- A1 snapper framers with anti-glare cover/sleeve – x100
- The snapper frames must from the front and around all four sides to make changing graphics easier without having to remove the frame from the wall each time. All frames must come with mounting hardware.
- **40mm double-sided (2 X SIDES) frames** for hanging application and for use in freestanding units.

Quantity to be quoted for 100 of each size

Retirement gifts

Plaque

- Material: Optical Glass & Wood
- Size: 18cm (l) x 5cm (w) x 20cm (h)
- Branding Options: Laser Engraving
- Price Includes: 1 Position Laser Engraving on GLASS OR BASE (Setup Fees Apply)
- Each plaque will display the Services SETA logo
- The names of each employee must be engraved in the Services SETA orange colour
- The engraved messages must be engraved in Bell MT format and Italic



Celline New Express new express 73 cm trolley duffle- 10

- Branded Trolley bags
- Brand: Cellini Luggage
Product Code: 79773
Weight: 3.19kg
Dimensions: 76cm x 36cm x 34cm

Minimum order to quote for: 10

Donney Laptop Trolley Case– 50

- Material: 1680D Polyester
- Size: 37cm (l) x 24cm (w) x 47cm (h)
- Capacity: 15.6"
- Branding Option: Laser Engraving, Screen Print
- **Price Includes: 1 Position Laser Engraving (Setup Fees Apply)**

The Donney Trolley Case has a large variety of great features such as a handle that is both telescoping and padded for comfort, heavy-duty wheels and frame for extra durability, a laptop pocket that is also padded for protection, a stationery compartment and inside the bag there are clip tie-downs to keep clothing in place.

Minimum order to quote for: 50

Branded thumb drives (16 GB)

- Metal swivel
- Presented in a transparent case
- Pad printing
- Red, White or Orange

Minimum order to quote for: 300

Wellness Day Promotional Items

Sports Bottle

- Grams (50)
- Neck size (38mm)
- Made from virgin material
- Colour: White and Red
- Branded

Minimum order to quote for: 300

Interval Running Pouch

- Code: GIFT-17108
- Pack your running essentials in the stretchy running belt that is small enough to not get in your way while training, but big enough that it can hold all your necessities. Ideal for your phone, keys, trail mix and cash.
- Phone size up to 15cm x 7cm

Minimum order to quote for: 300

Skipping rope

- Fast-Feet Skipping Rope
- Code:
- GIFT-17139
- handles: 2.54
- PVC

Minimum order to quote for: 300

Stakeholder Gift Set

Alex Varga Oprantino Gift Set

- **Code: GF-AV-995-B**

Description

- The Alex Varga Gift Set Collection: A thoughtful composition of complementary Alex Varga gifts, packaged together in stylish and distinguished gift boxes.
- The rigid, 2-piece, smooth finish gift box
- 29 (l) x 57 (w) x 10 (h) cm
- contains an EVA base with a luxury velvet finish

The giftset contains:

- Alex Varga Volta A5 Hard Cover Notebook (AV-19000)
- Alex Varga Blofeld USB Flash Drive Keyholder – 32GB (AV-19147)
- Alex Varga Asterin 20000mAh Power Bank (AV-19161)
- Alex Varga Galexia Ball Pen & Rollerball Set (AV-19033)
- Alex Varga Shackleton Vacuum Water Bottle – 800ml (AV-19165)
- Alex Varga Bosky Vacuum Tumbler – 580ml (DR-AV-174)

Minimum order to quote for: 10

4. THE DURATION OF ASSIGNMENT

It is envisaged that the project will be for a period of three years.

5. PRECCA CLAUSES IN TERMS OF SECTION 28

COMPLIANCE WITH THE PROVISIONS OF PREVENTION AND COMBATTING OF CORRUPT ACTIVITIES ACT, 12 OF 2004 (PRECCA)

- 1.1 The Bidder acknowledges and declares that is aware of the Provisions of the aforementioned Act.
- 1.2 The Bidder declares that its name and/or that of any of its partners, managers, directors or any other person who wholly or partly exercises or may exercise control over the Bidder has never been endorsed as contemplated in Section 28 of PRECCA.
- 1.3 Should at any time after the conclusion of the Agreement, the Services SETA be made aware of the endorsement of either the Bidder’s name and/or that of any of its partners, managers, directors or any other person who wholly or partly exercises or may exercise control over the Bidder, the Services SETA shall be legally entitled to forthwith cancel the agreement and claim any damages the Services SETA may have incurred as a result of contracting of contract with an entity whose name is endorsed in terms of Section 28 of PRECCA.

6. KINDLY FORWARD THE FOLLOWING BID DOCUMENTS, WHERE A CERTIFIED COPY OF A DOCUMENT IS REQUIRED, IT MUST BE CERTIFIED WITHIN THE LAST THREE (3) MONTHS

QUALIFICATION REQUIREMENT

QUALIFICATION/ GATEKEEPER REQUIREMENT (MANDATORY)		
	Has the applicable document been attached?	
1. The potential bidder must be registered with National Treasury Central Supplier Database (CSD).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

2. Bid document must be signed and duly completed, together with all declaration of interest/ standard bidding documents (SBD's 1, 3.3, 4, 6.1 and 7.2).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Provide and attach a copy of Company Registration Certificate.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
The bidder must comply with the aforementioned qualification requirements above. Failure to abide by any of the requirements will lead to automatic disqualification.		
OTHER IMPORTANT BID REQUIREMENT		
	Has the applicable document been attached?	
1. The tenderer must submit proof of its B-BBEE status level of contributor PLEASE NOTE: The tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but may only score points out of 80 for price; and scores Zero(0) points out of 20 for specific goals.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. The potential bidder must be Tax Compliant on National Treasury Central Supplier Database (CSD) prior to award	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. The Supplier status must be active, when verifying with Central Supplier Database (CSD). Provide MAAA number	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Tax Status, the potential bidder must indicate pin number.....	Yes <input type="checkbox"/>	No <input type="checkbox"/>

7. EVALUATION CRITERIA

The value of this bid is estimated to be above R1 000 000 but below R50 000 000 (all applicable taxes included); therefore the **80/20** system shall be applicable.

Criterion 1- Qualification Requirement

Bidders will first be evaluated in terms of the gatekeeper/minimum requirements. Bidders who do not fulfil all the requirements or do not submit the required documents will be disqualified.

Criterion 2-Functionality Evaluation

Functionality is worth 100 points. The minimum threshold is 70 points. Bidders who score less than 70 points on functionality will therefore be disqualified; those who score 70 points or more will be further evaluated on **Criteria 3**.

Criterion 3-Price and Preference Evaluation

Price and Specific goals (B-BBEE status level of contributor), Evaluation will be conducted on a 80/20 or preferential procurement principle.

NB: Services SETA reserve a right to use an average price or regulated price for this tender for evaluation purposes.

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned above. Bidders may be invited to make a presentation as part of the evaluation process



FUNCTIONALITY SCORE SHEET

NAME OF POTENTIAL BIDDER.....

BID REFERENCE NUMBER PROC T653.....

CRITERION 2- FUNCTIONALITY

A	B	C	D	E	F	G	H
FUNCTIONALITY	REQUIREMENT	SCORE QUALIFICATION	MEASUREMENT (what must be provided/ demonstrated as minimum)				
			Indicate what pages/ section in proposal?	Weighted Points	Yes	No	Score
Stock management	<p>The potential bidder must provide Inventory Tracking System/Process:</p> <ul style="list-style-type: none"> • Description of the system or process to be used to track inventory. • Frequency of inventory updates. • Methods to ensure accuracy and prevent discrepancies. <p>Stock Level Reporting:</p> <ul style="list-style-type: none"> • Regular reporting schedule. • Format and detail of stock level reports. 	<ul style="list-style-type: none"> • 30 Points (Outstanding): <ul style="list-style-type: none"> • Comprehensive inventory tracking system with real-time updates and high accuracy. • Detailed and regular stock level reporting, with clear communication channels. • Robust contingency plans for managing stock shortages and replenishment. • 20Points (Good): <ul style="list-style-type: none"> • Clear inventory tracking system with frequent updates. • Adequate stock level reporting, though less detailed. • Satisfactory contingency plans for stock shortages. • 10 Points (Basic): <ul style="list-style-type: none"> • Basic inventory tracking system with occasional updates. • Minimal stock level reporting. 	<p>Attach stock management plan and approach</p> <p>What page (s) or section of your proposal for 3 references letters may be found?</p> <p>State page (s) number.....or State section/ tab.....on your proposal.</p>	30 pts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

	<ul style="list-style-type: none"> Communication process for stock level alerts. <p>Contingency Plans:</p> <ul style="list-style-type: none"> Strategies to manage stock shortages. Backup plans for unexpected inventory changes. Methods to quickly replenish stock. 	<ul style="list-style-type: none"> Limited contingency plans for managing stock shortages. <ul style="list-style-type: none"> 0 Points (Inadequate): <ul style="list-style-type: none"> No stock management plan provided or the plan lacks key elements like inventory tracking, reporting, and contingency plans. 					
Warehousing and storage	<p>Service providers must present a detailed warehousing and storage plan that includes:</p> <ol style="list-style-type: none"> Secure Storage Facilities: <ul style="list-style-type: none"> Description of storage facilities. Security measures to protect items (e.g. CCTV, access control). Climate control and maintenance procedures. Handling Procedures: <ul style="list-style-type: none"> Proper handling and storage 	<ul style="list-style-type: none"> 30 Points (Outstanding): <ul style="list-style-type: none"> Detailed description of secure storage facilities with robust security and climate control. Comprehensive handling procedures and regular staff training. Effective damage prevention measures and regular audits. Full insurance coverage with clear procedures for claims and proof of documentation. 15 Points (Good): <ul style="list-style-type: none"> Adequate storage facilities with basic security and climate control. Clear handling procedures but lacks regular training. 	Attach a detailed plan	30 pts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

	<p>protocols to prevent damage.</p> <ul style="list-style-type: none"> • Training programmes for staff on handling procedures. • Regular audits to ensure compliance with handling protocols. <p>3. Damage Prevention Measures:</p> <ul style="list-style-type: none"> • Strategies to prevent damage during storage. • Use of protective packaging and storage equipment. • Regular inspections and maintenance. <p>4. Insurance:</p> <ul style="list-style-type: none"> • Details of insurance 	<ul style="list-style-type: none"> • Basic damage prevention measures. • Insurance coverage mentioned but lacks detail on claim procedures. <ul style="list-style-type: none"> • 5 Points (Basic): <ul style="list-style-type: none"> • Basic storage facilities with minimal security. • Minimal handling procedures and no regular training. • Limited damage prevention measures. • Insurance coverage not clearly detailed. • 0 Points (Inadequate): <ul style="list-style-type: none"> • No information on warehousing, storage facilities, handling procedures, damage prevention, or insurance. 					
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	<p>coverage for stored items.</p> <ul style="list-style-type: none"> • Procedures for claiming insurance in case of damage or loss. • Proof of insurance documentation, 						
Reference letters/testimonials	<p>Reference letters/testimonials: The potential bidder must provide and attach three formal testimonial/ references letters with logo, letterhead, contactable details and similar work/services executed signed by company representative/ Senior Official.</p>	<p>Provide testimonials (Not award letter) and traceable references of the Company's years of experience in the similar field. Traceable references with a logo, letterhead, contactable details, dates and signature not older than three (3) years.</p> <ul style="list-style-type: none"> • Three (3) testimonial = 20pts • Two (2) testimonial = 15pts • One (1) testimonial = 10pts • No written testimonial=0pts 	<p>Attach three (3) references letters</p> <p>What page (s) or section of your proposal for 3 references letters may be found?</p> <p>State page (s) number.....or State section/ tab.....on your proposal</p>	20 pts			
Capability of service provider	<p>Samples of branded materials the service provider has done or will propose aligned to Services SETA's business.</p> <ul style="list-style-type: none"> • Quality Standards: Samples must demonstrate high-quality printing and durability. • Variety: Ability to provide a range of promotional items 	<p>Scoring Qualification:</p> <ul style="list-style-type: none"> • 20 points: Exceptional quality, highly relevant to the brief, and innovative with unique features and creative designs. • 16 points: Very good quality, highly relevant to the brief, and innovative with creative designs and some unique features. • 12 points: Good quality, relevant to the brief, with 	<ul style="list-style-type: none"> • Attach a detailed plan <p>What page (s) or section of your proposal information may be found? State page (s) number.....or</p>	20pts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

	suitable for different audiences. • Customisation: Capability to customise items with logos, slogans, and specific branding elements. Innovation: Demonstrate innovative approaches in promotional products to stand out in the market.	innovative elements and decent craftsmanship. • 8 points: Average quality, somewhat relevant to the brief, with basic innovation and standard designs. • 4 points: Below average quality, marginally relevant to the brief, with minimal innovation and generic designs. • 0 points: Poor quality, irrelevant to the brief, lacking innovation, and generic or flawed designs.	State section/tabon your proposal.				
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Note that Evaluation Committee will use their own discretion to assess quality of all bid proposals received in relation to above functionality criteria and may further verify information submitted from relevant sources/ your client and use their own discretion to score your proposal accordingly.

Total weighted Points	100			
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The minimum functionality threshold is 70 points. <u>Bidders who score less than 70 points on functionality will therefore be disqualified</u> ; those who score 70 points or more will be further evaluated on Criteria 3 .		
Price and Preference points used: 80/20 preferential procurement principle	80 (Price)	R.....,.....
	20 (Specific Goals)	Level..... and points.....

Name of Evaluator:			
Signature:		Date:/...../20

10. GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

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

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

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

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 analysis

9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
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 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 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

7.1.1 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.

7.1.2 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. 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 antidumping 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

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 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.

33. National Industrial Participation (NIP) Programme

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

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).

- 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.
- 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.

11. SERVICES SETA SUPPLIER DECLARATION FORM

The Supply Chain Management Manager

SSETA Vendor Management has received a request to load your company on to the SSETA vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. Proof of company registered with National Treasury Central Supplier Database (CSD)
9. Tax compliant on National Treasury Central Supplier Database (CSD) prior to award (Refer above 8)
10. **Proof of B-BBEE status level of contributor**" means:
 - B-BBEE Status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - Any other requirement prescribed in terms of the B-BBEE Act;

NB: ▪ **Failure to submit the above documentation will delay the vendor creation process.**

▪ *Where applicable, the respective Services SETA business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the SSETA.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R10million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If the company is classified as an EME, the company is only required to obtain a sworn affidavit on an annual basis, confirming the following: (a) Annual Total Revenue of R10million or less and (b) Level of Black Ownership.
- b) **If your annual turnover is between R10million and R50million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE must comply with all of the elements of B-BBEE for the purposes of measurement.

Enhanced B-BBEE recognition level for QSE:

- A QSE which is 100% Black Owned qualifies for a Level One B-BBEE recognition.
 - A QSE which is at least 51% Black Owned qualifies for a Level Two B-BBEE recognition level
 - In the above cases the QSEs mentioned above are only required to obtain an sworn affidavit on an annual basis confirming the following:
 - a) Annual Total Revenue of R50million or less;
 - b) Level of Ownership
- c) **If your annual turnover is in excess of R50million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all 5 elements of the BBBEE Generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
- NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the SSETA person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the SSETA Official who is intending to procure your company's services/products in order that he/she should complete and Internal SSETA Departmental Questionnaire before referring the matter to the appropriate SSETA Vendor Office.**

Regards,

SUPPLIER DECLARATION FORM

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Bank Name				Bank Account Number		
Postal Address						
						Code
Physical Address						
						Code
Contact Person						
Designation						
Telephone						
Email						