



Transport, Safety and Liaison  
NORTHERN CAPE PROVINCE

**FORMAL PRICE QUOTATION UP R 30 000-00 TO R 1 000 000-00**

**NB: Use ink, preferably black, to fill in the information applicable to the specific required price quotation**

Issued by:

Supply Chain Management Unit  
Department of Transport, Safety and Liaison  
Ocean Echo Building  
Cnr Sydney & Lennox Street  
Kimberley  
8300

NAME OF A BIDDER: \_\_\_\_\_

CSD NUMBER: \_\_\_\_\_

BID AMOUNT: \_\_\_\_\_

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**Invitation to Bid: RFQ/DTSL 24/25/16**

**Procurement of cartridges & toners for the licensing offices**

**BID ADVERTISEMENT FORM**

Bid description	Procurement of cartridges & toners for the licensing offices		
Bid number	RFQ/DTSL 24/25/16		
Name of institution	Department of Transport, Safety and Liaison		
The place where goods, works, or services are required	Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley		
Closing date and time	Date	18 November 2024	Time
			11:00
Contact details	Postal address	Department of Transport, Safety and Liaison Private Bag X1368 Kimberley 8300	
	Physical address	Department of Transport, Safety and Liaison Ocean Echo Building Cnr Sydney & Lennox Street Kimberley 8300	
	Tel. no.	053 839 1700	
	Fax no.	N/A	
	E-mail address	dmqhum@ncpg.gov.za	
	Contact person	Mr Desmond Mqhum Deputy Director - Supply Chain Management	
Where bids can be collected	<ul style="list-style-type: none"> <li>- DTSL provincial office</li> <li>- <a href="http://www.dtsl.gov.za">www.dtsl.gov.za</a></li> </ul>		
Where bids should be delivered	Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley		
Category (refer to annexure A)	N/A		
Sector	Other		
Region	Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley		
Compulsory briefing session/site visit	Date	N/A	
	Time	N/A	
	Venue	N/A	

## 1. INTRODUCTION

The Department of Transport, Safety and Liaison (DTSL) was established in terms of section 17(1) of the Public Finance Management Act, 1999 (Act, No.1 of 1999). DTSL seeks to appoint a service provider for the procurement of cartridges for the licensing offices.

## 2. PURPOSE OF THIS REQUEST FOR QUOTATION (RFQ)

The purpose of this Request for Quotation (RFQ) is to solicit quotations from potential bidder(s) for the procurement of cartridges for the licensing offices.

## 3. LEGISLATIVE FRAMEWORK OF THE BID

This RFQ has been prepared in accordance with Public Finance Management Act, 1999 (Act, No.1 of 1999) and its Regulations, and all relevant procurement legislation. If there is contradiction with this legislation, the ACT will prevail.

### 3.1 Tax Legislation

- 3.1.1 Bidder(s) must be tax compliant at the time of awarding of the bid. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.3 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 3.1.4 Bidders are required to be registered on the Central Supplier Database (CSD) and the DTSL shall verify the bidder's tax compliance status through the Central Supplier Database.

### 3.2 Procurement Legislation

- 3.2.1 DTSL has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and Preferential Procurement Regulation of 2022, the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003) and the Reconstruction and Development Programme (RDP) as published in Government Gazette No. 16085 dated 23 November 1994.
- 3.2.2 In line with the Preferential Procurement Regulation of 2022, DTSL will hereby use specific goals determined by the department to advance the objectives of the department. All tenders will be evaluated in accordance with specific goals.

### 3.3 Technical Legislation and/or Standards

**Procurement of cartridges & toners for the licensing offices**

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

**4. BRIEFING SESSION**

**No briefing session will be held for this tender as the specification as set out are very detailed and does not require a briefing session.** The bid documents may be obtained from the SCM office of DTSL provincial office or downloaded from [www.dtsl.gov.za](http://www.dtsl.gov.za). **Clarity seeking questions relating to the bid can be sent in writing to [dmqhum@ncpg.gov.za](mailto:dmqhum@ncpg.gov.za).**

**5. TIMELINE OF THE BID PROCESS**

The period of validity of the RFQ and the withdrawal of offers, after the closing date and time is 30 days. The bidder accepts that, if DTSL extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

**6. CONTACT AND COMMUNICATION**

- 6.1 A nominated official of the bidder(s) can make enquiries in writing to [dmqhum@ncpg.gov.za](mailto:dmqhum@ncpg.gov.za). The delegated office of DTSL may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 6.2 Any communication to an official or a person acting in an advisory capacity for DTSL in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 6.3 All communication between the Bidder(s) and DTSL must be done in writing.
- 6.4 Whilst all due care has been taken in connection with the preparation of this bid, DTSL makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DTSL and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 6.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DTSL (other than minor clerical matters), the Bidder(s) must promptly notify DTSL in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DTSL an opportunity to consider what corrective action is necessary (if any).
- 6.5.1 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DTSL will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 6.6 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the

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contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

**7. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

**8. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

**9. FRONTING**

- a. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- b. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DTSL may have against the Bidder / contractor concerned.

**10. SUPPLIER DUE DILIGENCE**

DTSL will conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

**11. SUBMISSION OF QUOTATION**

- 11.1 Bid documents may either be posted or hand delivered to Department of Transport, Safety and Liaison, Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley, 8300. Bidder(s) who wish to make use of speed services must mark "delivery to counter" and not to private bag / box. Bidder(s) must also contact the SCM office through the above-mentioned email stating the tracking number of the bid

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document. It is the bidder's responsibility to ensure that the courier service delivers their document on time.

- 11.2 Bid documents will only be considered if received by DTSL before the closing date and time, regardless of the method used to send or deliver such documents to DTSL. Bidders are required to initial each page of the tender document on the bottom right hand corner.

**12. DURATION OF THE CONTRACT**

The successful bidder will be appointed for a once-off delivery.

**13. SCOPE OF WORK**

The toners and cartridges are for the South African Post Offices (SAPO) and the Department of Transport, Safety and Liaison both the Provincial and Regional offices where motor vehicle license renewals are being done. As per the service level agreement between the DTSL and SAPO the Department is to supply the toners for the renewals of the motor vehicle licenses.

**SPECIFICATIONS**

ITEM	QUANTITY	DESCRIPTION
1.	35	HP Laserjet 87A toners
2.	25	HP Laserjet 89A toners

**14. TRANSFER AND CESSION**

The preferred bidder shall render the service as required which is the procurement of cartridges and toners for the licensing offices. The use of subcontractors will not be allowed after awarding of tender, without prior written permission by the Department. The successful bidder shall not cede, transfer, sell or alienate in any way this contract awarded in terms of RFQ/DTSL 24/25/16 or any part thereof to any person or company.

**15. PRICE SCHEDULE (SEE ATTACHED ANNEXURE A)**

**This section of the specification must be completed by all bidder(s) as failure to comply shall lead to disqualification.**

- All offers must include VAT, if the bidder is eligible for VAT verifiable by a unique VAT number. All prices must be in South African Currency (Rand).

**16. EVALUATION AND SELECTION CRITERIA**

In line with the PPF Regulations of 2022, DTSL will hereby be applying price and specific goal as a criteria to advance the objectives of the department. The DTSL has set minimum standards (Gates) that a prospective bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

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<b>Mandatory requirements (Gate 1)</b>	<b>Price and Specification (Gate 2)</b>
<p>Bidder(s) must submit all documents as outlined in the table below.</p> <p>Only Bidder(s) that comply with mandatory requirements will proceed to Gate 2.</p>	<p>Bidder(s) will be assessed on price and Specific goals.</p>

**17.1 Gate 1: Mandatory Requirements**

Without limiting the generality of the DTSL's other critical requirements for this bid, prospective bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, bidder(s) responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

<b>Document that must be submitted</b>	<b>Non-submission will result in disqualification</b>
<b>Invitation to Bid- SBD 1</b>	<b>YES</b> Complete and sign the supplied pro forma document.
<b>Company registration certificate (CK)</b>	
<b>Registration on Central Supplier Database</b>	<b>YES</b> Service Provider(s) must be registered as a service provider on the Central Supplier Database (CSD). Attach CSD report
<b>Tax Status Tax Clearance Certificate</b>	<b>NO</b> In the event where the Bidder submits a hard copy of the Tax Clearance Certificate or SARS PIN, the CSD verification as well as SARS e-filing verification outcome will take precedence. At award, the successful bidder must be tax compliant on CSD and/ or SARS e filing.
<b>Declaration of Interest - SBD 4</b>	<b>YES</b> Complete and sign the supplied pro forma document.
<b>Preference points claim form - SBD 6.1</b>	<b>NO</b> Bidder(s) are required to prove the specific goal by providing the department with required documents.
<b>Contract Form - Rendering of services - SBD 7.2</b>	<b>NO</b> Bidder undertake to render services described in the attached bidding documents.



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<b>Registration on Central Supplier Database (CSD)</b>	<b>YES</b>	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration and CSD Master Registration Number (MAAA number).
<b>Pricing Schedule</b>	<b>YES</b>	Submit full details of the pricing proposal as per <b>Annexure A in a separate envelope</b>
<b>Proof of address in the Northern Cape</b>	<b>NO</b>	Bidders must provide proof of address (Lease Agreement/Ownership/Rates and taxes).

**17.2 Gate 2: Evaluation of price (80) points and Specific Goal (20)**

Price and Specific goal will be evaluated as follows:

<b>SPECIFIC GOAL</b>	<b>PERCENTAGE</b>	<b>SCORE</b>		
<b>RACE</b>	<b>100 %BLACK OWNED COMPANY</b>	<b>5</b>		
	<b>76%-99% BLACK OWNED COMPANY</b>	<b>3</b>		
	<b>50%-75% BLACK OWNED COMPANY</b>	<b>2</b>		
	<b>LESS THAN 50% BLACK OWNED COMPANY</b>	<b>0</b>		
<b>GENDER</b>	<b>100 % FEMALE OWNED COMPANY</b>	<b>5</b>		
	<b>76%-99% FEMALE OWNED COMPANY</b>	<b>3</b>		
	<b>50%-75% FEMALE OWNED COMPANY</b>	<b>2</b>		
	<b>LESS THAN 50% FEMALE OWNED COMPANY</b>	<b>0</b>		
<b>YOUTH (18-35 years)</b>	<b>100 % YOUTH OWNED COMPANY</b>	<b>5</b>		
	<b>76%-99% YOUTH OWNED COMPANY</b>	<b>3</b>		
	<b>50%-75% YOUTH OWNED COMPANY</b>	<b>2</b>		
	<b>LESS THAN 50% YOUTH OWNED COMPANY</b>	<b>1</b>		
<b>DISABILITY</b>	<b>100 % DISABILITY OWNED COMPANY</b>	<b>2</b>		
	<b>76%-99% DISABILITY OWNED COMPANY</b>	<b>1</b>		
	<b>50%-75% DISABILITY OWNED COMPANY</b>	<b>0</b>		

**Procurement of cartridges & toners for the licensing offices**

LOCALITY	NORTHERN CAPE PROVINCE	3		
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**Stage 1 - Price Evaluation (80 Points)**

Criteria	Specific Goal Allocation
<b>Price Evaluation</b> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	20

The following formula will be used to calculate the points for price:

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**Stage 2 - Specific Goal (20 Points)**

**Specific Goal Points allocation**

Specific goals points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1);
- Originally certified Identification Document of stakeholders/trustees and
- Certified Copy of CIPC Report.
- A copy of B-BBEE certificate / Sworn Affidavit

**18. GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DTSL is prepared to enter into a contract with the successful Bidder.
- b. The bidder submitting the General Conditions of Contract to DTSL together with its bid, duly signed by an authorised representative of the bidder.

**19. SPECIAL CONDITIONS OF THIS BID**

DTSL reserves the right:

- a. Upon submission of the bid document the bidder will be required to fill in and sign the submission register to be placed at the tender box.
- b. RFQ documents deposited anywhere else except the tender box will be regarded and treated as late.

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16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

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**22. Penalties**

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

**23. Termination for default**

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, work 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.

**24. Anti- dumping and counter- vailing duties and rights**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

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**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for an

(b) 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

(c) 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 Africa laws, unless otherwise specified.

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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



## DECLARATION OF INTEREST

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

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

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

"State" means –

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

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



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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

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

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

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

2.8.1 if so, furnish particulars:  
.....  
.....  
.....

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



**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## CONTRACT FORM - RENDERING OF SERVICES

**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 Number ..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing 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
    - Tax clearance certificate
    - Pricing schedule(s)
    - Filled in task directive/proposal
    - Preference Certificates in terms of the Preferential Procurement Regulations 2001
    - Declaration of interest
    - 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 .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**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 number ..... dated..... for 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.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....