



National Student Financial Aid Scheme

## REQUEST FOR QUOTATION

### **SUPPLY AND DELIVERY OF PROMOTIONAL MATERIAL FOR THE 2026 ACADEMIC YEAR AND DECENTRALISATION**

Date issued	23 January 2026	RFQ number:	RFQ0127/2025
Closing Date:	02 February 2026	Closing Time:	11:00AM

**INVITATION TO BID (SBD1)**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL STUDENT FINANCIAL AID SCHEME (NSFAS)</b>					
BID NUMBER:	RFQ0127/2025	CLOSING DATE:	02 February 2026	CLOSING TIME:	11:00AM
DESCRIPTION	Supply and delivery of promotional material for the 2026 Academic year and Decentralisation				
<b>BID RESPONSE DOCUMENTS MUST BE EMAILED TO THE FOLLOWING EMAIL ADDRESS:</b>					
<b>scm@nsfas.org.za</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM		CONTACT PERSON	SCM	
TELEPHONE NUMBER	021 763 3200		TELEPHONE NUMBER	021 763 3200	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA		E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		



National Student Financial Aid Scheme

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.**

## TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. 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. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORCIA / 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:

## 1. Purpose

The purpose of this RFQ is to request the services of an external service provider to print, fold, package and deliver promotional and marketing collateral preparation for the decentralisation of the offices and running awareness for the 2026 Financial Year

The marketing and promotional material will be used for each staff member of NSFAS and for activations and other related people-based engagements.

## 2. Background

The National Student Financial Aid Scheme (NSFAS) will be decentralising the offices and also running awareness for the 2026 Financial Year the Marketing and Communication strategy to support the decentralisation process and to ensure that the season's key messages are spread across the country, especially around underprivileged communities.

Branded promotional materials are a powerful tool increase visibility, attract audience and spread information. It is therefore important for the organization to always have promotional items in abundance to cater for community and people-based activities.

Additionally, the promotional material is used to increase product awareness amongst funders and fellow sector stakeholders during corporate events and exhibitions.

The appointed service provider will be expected to supply the products listed below and brand each product according to NSFAS' branding guidelines and deliver the branded material to NSFAS. The NSFAS logo and branding guidelines will be provided by NSFAS to the appointed service provider.

## 3. Administrative requirements

The bidding proposal will be screened for compliance with administrative requirements as indicated below. Bidders are required to submit the administrative documents.

NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	SCM - SBD 1 - Invitation to Bid	Completed and signed
2	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report
3	SCM - Pricing Schedule (refer RFQ document)	Completed
4	SCM – NEW SBD 4 - Declaration of Interest	Completed and signed
5	SCM - NEW SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed.
6	Letter from Bank confirming banking details (not older than 3 months from date of closing date of tender)	Letter from the bank submitted
7.	Certified copy of B-BBEE certificate/Valid Sworn affidavit to be used to claim preference points	Certified copy of B-BBEE certificate/Valid Sworn affidavit
8.	Entity registration documentation	Valid registration certificate/confirmation

#### 4. Mandatory requirements

*All bids must comply with the mandatory requirements and failure to comply with any of these requirements will immediately disqualify the bid.*

No.	Mandatory requirement	Complied (Y/N)	Page reference per bidder proposal
4.1	The bidder must submit contactable recommendations letter(s) / reference(s) from at least one (1) client where they have completed, supplied and delivered promotional material items (in the last 5 years). Client Reference letter must be in the letter head, dated, signed and relevant to the scope required by NSFAS		

Shortlisted bidders will be required to submit samples in order to be considered for adjudication.

#### 5. Functional and Technical specifications

The scope of work entails sourcing, printing, folding, packaging, and delivery of the NSFAS Roadshows promotional material.

The service provider scope of work will include:

- Source products as detailed in the product specification table below.
- Print (where needed) all items as detailed in the product specification.
- Finish, cut, fold and package items as detailed in the product specification.
- Delivery of goods to NSFAS' offices in Cape Town (4 Christiaan Barnard Street)
- NSFAS will provide the service provider with content and designs for layout.
- Where two options are provided for an item serving a single purpose, the most cost-effective possibility should take preference.
- Service provider to provider physical or virtual printers' proof of items prior to final sign-off.

All submissions made to NSFAS must include detailed quotations clearly confirming that the service provider is able to meet or not meet every point in the list of specifications.

Bidders are encouraged to provide 100% local content.

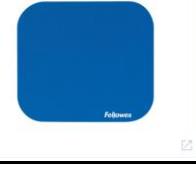


**NSFAS**

National Student Financial Aid Scheme

PRODUCT	QUANTITY	DESCRIPTION	EXAMPLE
T-shirts	500 x T-shirts	<p><b>Specifications:</b></p> <p>100% cotton, single jersey knitshort sleeveribbed v-neck Screenprint 2 colour front 290x200mm Embroidered two positions. Branding – 2 Sides full colour Design will be submitted by NSFAS</p>	
Caps	300 X Caps	<p><b>Specifications:</b></p> <p>Specifications ((SKU: IDEA-0027) 6 Panel Structured Snapback. Curved brim. 3D logo embroidery on center front. Twill fabric. High Definition label at rear closure. Plastic Snapback. 80% Polyester 20% Cotton NSFAS</p>	
Long Sleeve T-shirt – V Neck	200 x Long Sleeve T-shirt V Neck	<p><b>Specifications:</b></p> <p>Colour : Black Regular fit V neckline Long Sleeve Material: 100% Cotton Design will be submitted by NSFAS.</p>	
Quinn Dome Ball Pen – Orange	1000 x Quinn Dome Ball Pen – Orange	<p><b>Specifications:</b></p> <p>Material: ABS &amp; Polished Chrome Size: 14cm (l) Ink Colour: Black Branding Options: Digital Dome Sticker Design will be submitted by NSFAS.</p>	
Lanyards	1000 x Lanyards	<p><b>Specifications:</b></p> <p>Material: Polyester Size: 90cm (l) x 2cm (w) Branding Options: Screen Print, Sublimation Colour: Assorted Design will be submitted by NSFAS</p>	
Rulers	1000 x Rulers	<p><b>Specifications:</b></p> <p>30cm rulers in assorted colours for measuring and drawing straight lines. Measures in Centimetres (cm) and Millimetres (mm) Available in assorted colour Design will be submitted by NSFAS</p>	

<b>Drawstring Bag with Zip</b>	1000 x Drawstring Bag with Zip	<p><b>Specifications:</b></p> <p>Size: 34.5 x 45cm  Material: 210T soft Polyester Main compartment with cinch top  Drawstring design for over the shoulder or backpack carry  Headphones output  Zippered front pocket  Corners with metal eyelets and PU reinforcement  Design will be submitted by NSFAS</p>	
<b>All weather jacket</b>	300 x all weather jacket	<p><b>Specifications:</b></p> <p>Hood zipped off or tucked into the collar and concealed. Zippered pockets and reinforced stitching  Free loose zipper pouch for convenient storage  Water and wind resistant  Mesh Aertex lining for added comfort  100% Rip-stop Polyester  Waist shock cord with toggle  Design will be submitted by NSFAS</p>	
<b>Ladies long sleeve shirts</b>	20 x white ladies shirts  15 x black ladies shirts	<p><b>Specifications:</b></p> <p>Material: 100% cotton, providing softness, breathability, and durability. Fabric Weight: Some products, like the PPE Shop offering, use 135gsm fabric for a medium-weight shirt that maintains structure while remaining comfortable. Fit and Styling: Options include relaxed fit, tailored fit, and button-up designs. Shirts may feature classic details such as: Button-up front with button-down collar  Back box pleat and gusseted hems for structure  Chest embroidery and subtle styling cues  Construction: High-quality stitching, including triple-stitched seams for durability  Design will be submitted by NSFAS</p>	
<b>Men long sleeve shirts</b>	10 x white men shirts  10 x black men shirts	<p><b>Specifications:</b></p> <p>Cotton remains the most popular and versatile fabric for formal shirts. It is breathable, soft, durable, and easy to wear, making it ideal for year-round office and formal wear  Design will be submitted by NSFAS</p>	

<b>short sleeve puffer jackets</b>	300 x short sleeve puffer jackets	<p><b>Specifications:</b></p> <p>Zipper closure Stitched panels ensure all over, optimum warmth Classic silhouette makes for a comfortable and versatile layer Stand-up collar Full front zipper closure Side zip pockets Side zip pockets</p>	
<b>Water bottles</b>	1500 x Water bottles	<p><b>Specifications:</b></p> <p>750ml PTCG body PP Lid with ABS button Spray feature BPA free Dishwasher safe Flip-up silicone nozzle Carry handle W7.5cm x H22cm Design will be submitted by NSFAS</p>	
<b>Mouse pads</b>	400 x Mouse pads	<p><b>Specifications:</b></p> <p>Non-slip base made from natural rubber with long lasting polyester top surface. Optical &amp; laser mouse friendly. Design will be submitted by NSFAS</p>	
<b>Lunch Box (100% local content)</b>	500 x Lunch Box	<p><b>Specifications:</b></p> <p>Material: PP Size: 20.3cm (l) x 15cm (w) x 6.5cm (h) Branding Options: Pad Print, Dome Sticker Colour: Assorted Design will be submitted by NSFAS</p>	
<b>Beanies</b>	400 x Beanies	<p><b>Specifications:</b></p> <p>Arylic and polyester blend Micro fleece lining Fold-up edge Design will be submitted by NSFA</p>	

<b>Umbrellas</b> <b>Gary player</b> <b>Executive umbrella</b>	100 x Umbrellas Gary player Executive umbrella	<p><b>Specifications:</b></p> <p>Material: 190T Nylon Size: 128cm (dia) Branding Options: Screen Print, Direct Digital Print Design will be submitted by NSFAS</p>	
<b>Stress balls</b>	350 x Stress balls	<p><b>Specifications:</b></p> <p>Stress Balls Size: 6.1cm Perfect palm size Squish foam Colour. coated FABRIC Plastic Design will be submitted by NSFAS.</p>	
<b>Cedar Floppy Hat</b>	200x Cedar Floppy Hat	<p><b>Specifications:</b></p> <p>Cedar Floppy Hat is lightweight and breathable. Made from quick-drying, moisture-wicking nylon and approved for UPF 50+, the hat features a wide brim for increased protection, a quick-drying sweatband, and an adjustable chin strap for a secure fit.</p> <p>Dimensions:</p> <p>S: 56cm M: 58cm L: 60cm XL: 62cm</p> <p>Technologies:</p> <p>UVGUARD®: This garment is treated with certified Ultra-Violet (UV) protection technology that blocks out the sun's rays and shields your skin from sunburn. Layer with our THERMA range for optimal warmth.</p>	
<b>Reflective Vests</b>	50 x reflective vests	<p><b>Specifications:</b></p> <p>Reflective Vest Mesh Breathable Construction Safety Protective Clothing Road Traffic Warning Fluorescent Vest</p>	



**NSFAS**

National Student Financial Aid Scheme

<b>Back packs</b>	30 x back packs	<b>Specifications:</b> Unisex Anti-Theft Backpack USB Charging Port Lightweight Oxford Multi-Compartment Laptop Bag for Travel Commute Backpack	
<b>Table cloths different colors</b>	10 x table cloths	<b>Specifications:</b> Spandex Tablecloth Tight Fitted Washable and Wrinkle Resistant Stretch Rectangular Patio Table Cover	
<b>Folding Tables and Chairs</b>	4 x Folding Tables	<b>Specifications:</b> Steel powder-coated folding legs Heavy duty blow-moulded polyethylene tabletop Powder-coated steel frame Suitable for use indoors and out Stronger and lighter than wood Easily stored by folding in half Stain and fade resistant Easy to clean Won't chip, peel or crack Dimensions: 183cm (L) x 76cm (W) x 74cm (H) What's in the box 1 x 1.8m Folding Table - White	
<b>Laptop sleeve case</b>	150 x laptop sleeve cases	<b>Specifications:</b> Portable Leather Laptop Sleeve Case Bag for Adjustable Stand Cover inches???	
<b>Décor &amp; podium banners</b>	3x Décor & podium banners	<b>Specifications:</b> 100% Polyester Tuftex, our decor and podium banners are also available in 100% Polyester Satin for specialist applications. DECOR and Podium Banners are generally supplied with chrome or brass rods and finials top and bottom with a white	



		<p>hanging cord at the top. In situations where these items are to be used for mass promotional purposes, PVC tube top and bottom helps keep the cost down. FLAG CRAFT architectural decor banners can be viewed in over thirty of the largest, most prestigious shopping complexes and malls throughout Southern Africa</p>	
<b>Podium Portable Lectern Microphone Stand with Three Inbuilt</b>	2 x Podium Portable Lectern Microphone Stand with Three Inbuilt	<p><b>Specifications:</b></p> <p>Fully functional Remote Controlled Podium Microphone Stand with three Inbuilt Speakers. 78 cm long (extendable up to 130cm) textured-finished medium density body with stronghold base. Two detachable gooseneck microphones and one LED light. Line In, Line Out, MMC, USB and AUX inputs with Inbuilt recording and Bluetooth Mode. Separate Line Volume, Line Bass, and Line Treble Control Functions Inbuilt Fuse Separate Mic Volume for Microphone attached with Podium. Three Built-in Speakers rendering sound output up to 90W. Two Wireless Microphones Separate Volume, Bass and Treble Function for Wireless Microphone Manual Sensitivity selector for Line in function.</p> <p>Design will be submitted by NSFAS.</p>	
<b>Folding Tables and Chairs</b>	8 x Folding Chair	<p><b>Specification:</b></p> <p>Folding Chair Folding Chair</p> <p>This sturdy yet comfortable fold-in chair will provide you with a comfortable seating arrangement at your next dinner party or outdoor event, whether it be camping or an outdoor park event.</p> <p><b>Features:</b></p> <p>Powder Coated Foldable legs Portable Easy to clean Durable and comfortable</p> <p><b>Specifications:</b></p> <p>Dimensions: 47(w) x 54(l) x 44(h) Cm to Seat Dimensions: 47(w) x 54(L) x 88(h) Cm to Back</p>	

		Maximum load weight: 130kg Design will be submitted by NSFAS	
<b>Trolley Cases 100% Anti-scraping</b>	12 x suitcases	<b>Specifications:</b> 20"24"28" Inch Trolley Case 100% PP Anti-scraping Rolling Luggage Spinner UltraLight Travel Suitcase Hardside Luggage	

## 6. Contract Period

- Once-off delivery.
- Delivery date: within two weeks after receipt of official appointment letter.
- The supplier is expected to deliver all the promotional material items to NSFAS Head Office, 04 Christiaan Barnard Street, 16<sup>th</sup> Floor Halyard Building, Cape Town.

## 7. Pricing Schedule

Price to be inclusive of VAT and fixed. There will be no price adjustments during the contract/delivery period.

The shortlisted bidders will be required to submit samples in order to be considered for adjudication.

Product	Quantity	Example	Unit price (VAT excluded)	Total price (VAT excluded)
<b>T-shirts</b>	500 x T-shirts	<b>Specifications:</b> 100% cotton, single jersey knitshort sleeveribbed v-neck Screenprint 2 colour front 290x200mm Embroidered two positions. Branding – 2 Sides full colour		

		Design will be submitted by NSFAS			
<b>Caps</b>	300 X Caps	<p><b>Specifications:</b></p> <p>NSFAS branded five panel cap - material cotton.</p> <p>Embroidered eyelets self-fabric Velcro strap.</p> <p>Embroider two positions. Branding – 2 Sides full colour</p> <p>Design will be submitted by NSFAS</p>			
<b>Long Sleeve T-shirt – V Neck</b>	200 x Long Sleeve T-shirt V Neck	<p><b>Specifications:</b></p> <p>Colour : Black</p> <p>Regular fit</p> <p>V neckline</p> <p>Long Sleeve</p> <p>Material: 100% Cotton</p> <p>Design will be submitted by NSFAS.</p>			
<b>Quinn Dome Ball Pen – Orange</b>	1000 x Quinn Dome Ball Pen – Orange	<p><b>Specifications:</b></p> <p>Material: ABS &amp; Polished Chrome Size: 14cm (l)</p> <p>Ink Colour: Black</p> <p>Branding Options: Digital Dome Sticker</p> <p>Design will be submitted by NSFAS.</p>			

<b>All weather jacket</b>	300 x all weather jacket	<p><b>Specifications:</b></p> <p>Hood zipped-off or tucked into the collar and concealed.</p> <p>Zippered pockets and reinforced stitching</p> <p>Free loose zipper pouch for convenient storage</p> <p>Water and wind resistant</p> <p>Mesh Aertex lining for added comfort</p> <p>100% Rip-stop Polyester</p> <p>Waist shock cord with toggle</p> <p>Design will be submitted by NSFAS</p>			
<b>Ladies long sleeve shirts</b>	20 x white ladies shirts 15 x black ladies shirts	<p><b>Specifications:</b></p> <p>Material: 100% cotton, providing softness, breathability, and durability. Fabric Weight: Some products, like the PPE Shop offering, use 135gsm fabric for a medium-weight shirt that maintains structure while remaining comfortable. Fit and Styling: Options include relaxed fit, tailored fit, and button-up designs. Shirts may feature classic details such as:</p> <p>Button-up front with button-down collar</p> <p>Back box pleat and</p>			

		<p>gusseted hems for structure</p> <p>Chest embroidery and subtle styling cues</p> <p>Construction: High-quality stitching, including triple-stitched seams for durability</p> <p>Design will be submitted by NSFAS</p>		
<b>Men long sleeve shirts</b>	10 x white men shirts 10 x black men shirts	<p><b>Specifications:</b></p> <p>Cotton remains the most popular and versatile fabric for formal shirts. It is breathable, soft, durable, and easy to wear, making it ideal for year-round office and formal wear</p> <p>Design will be submitted by NSFAS</p>		
<b>short sleeve puffer jackets</b>	300 x short sleeve puffer jackets	<p><b>Specifications:</b></p> <p>Zipper closure</p> <p>Stitched panels ensure all over, optimum warmth</p> <p>Classic silhouette makes for a comfortable and versatile layer</p> <p>Stand-up collar</p> <p>Full front zipper closure</p> <p>Side zip pockets</p> <p>Side zip pockets</p>		

<b>Trolley Cases 100% Anti-scraping</b>	12 x suitcases	20"24"28" Inch Trolley Case 100% PP Anti-scraping Rolling Luggage Spinner UltraLight Travel Suitcase Hardside Luggage			
<b>Lanyards (100% local content)</b>	1000 x Lanyards	<p><b>Specifications:</b></p> <p>Material: Polyester Size: 90cm (l) x 2cm (w)</p> <p>Branding Options: Screen Print, Sublimation Colour: Assorted</p> <p>Design will be submitted by NSFAS</p>			
<b>Décor &amp; podium banners</b>	3x Décor & podium banners	<p>Specifications:</p> <p>100% Polyester Tuftex, our decor and podium banners are also available in 100% Polyester Satin for specialist applications. DECOR and Podium Banners are generally supplied with chrome or brass rods and finials top and bottom with a white hanging cord at the top. In situations where these items are to be used for mass promotional purposes, PVC tube top and bottom helps keep the cost down. FLAG CRAFT architectural decor banners can be viewed in over thirty of the largest, most prestigious shopping complexes and malls throughout Southern Africa</p>			



<b>Podium Portable Lectern Microphone Stand with Three Inbuilt</b>	2 x Podium Portable Lectern Microphone Stand with Three Inbuilt	<p><b>Specifications:</b></p> <p>Fully functional Remote Controlled Podium Microphone Stand with three Inbuilt Speakers.</p> <p>78 cm long (extendable up to 130cm) textured-finished medium density body with stronghold base.</p> <p>Two detachable gooseneck microphones and one LED light. Line In, Line Out, MMC, USB and AUX inputs with Inbuilt recording and Bluetooth Mode.</p> <p>Separate Line Volume, Line Bass, and Line Treble Control</p> <p>Functions Inbuilt Fuse</p> <p>Separate Mic Volume for Microphone attached with Podium.</p> <p>Three Built-in Speakers rendering sound output up to 90W. Two Wireless Microphones</p> <p>Separate Volume, Bass and Treble Function for Wireless Microphone Manual Sensitivity selector for Line in function.</p> <p>Design will be submitted by NSFAS.</p>			
--	---	---	--	--	--

<b>Rulers</b>	1000 x Rulers	<p><b>Specifications:</b></p> <p>30cm rulers in assorted colours for measuring and drawing straight lines. Measures in Centimetres (cm) and Millimetres (mm) Available in assorted colour Design will be submitted by NSFAS</p>			
<b>Drawstring Bag with Zip</b>	1000 x Drawstring Bag with Zip	<p><b>Specifications:</b></p> <p>Size: 34.5 x 45cm Material: 210T soft Polyester Main compartment with cinch top Drawstring design for over the shoulder or backpack carry Headphones output Zippered front pocket Corners with metal eyelets and PU reinforcement Design will be submitted by NSFAS</p>			
<b>Water bottles</b>	1500 x Water bottles	<p><b>Specifications:</b></p> <p>750ml PTCG body PP Lid with ABS button Spray feature BPA free Dishwasher safe Flip-up silicone nozzle Carry handle W7.5cm x H22cm Design will be submitted by NSFAS</p>			

<b>Lunch Box</b>	500 x Lunch Box	<p><b>Specifications:</b></p> <p>Material: PP Size: 20.3cm (l) x 15cm (w) x 6.5cm (h) Branding Options: Pad Print, Dome Sticker Colour: Assorted Design will be submitted by NSFAS</p>			
<b>Beanies</b>	400 x Beanies	<p><b>Specifications:</b></p> <p>Arylic and polyster blend Micro fleece lining Fold-up edge Design will be submitted by NSFAS</p>			
<b>Umbrellas Gary player Executive umbrella</b>	100 x Umbrellas Gary player Executive umbrella	<p><b>Specifications:</b></p> <p>Material: 190T Nylon Size: 128cm (dia) Branding Options: Screen Print, Direct Digital Print Design will be submitted by NSFAS</p>			
<b>Cedar Floppy Hat</b>	200x Cedar Floppy Hat	<p>Specifications:</p> <p>Cedar Floppy Hat is lightweight and breathable. Made from quick-drying, moisture-wicking nylon and approved for UPF 50+, the hat features a wide brim for increased protection, a quick-drying sweatband, and</p>			

		<p>an adjustable chin strap for a secure fit.</p> <p>Dimensions:</p> <p>S: 56cm</p> <p>M: 58cm</p> <p>L: 60cm</p> <p>XL: 62cm</p> <p>Technologies:</p> <p>UVGUARD®: This garment is treated with certified Ultra-Violet (UV) protection technology that blocks out the sun's rays and shields your skin from sunburn. Layer with our THERMA range for optimal warmth.</p>		
<b>Mouse pads</b>	400 x Mouse pads	<p><b>Specifications:</b></p> <p>Non-slip base made from natural rubber with long lasting polyester top surface.</p> <p>Optical &amp; laser mouse friendly.</p> <p>Design will be submitted by NSFAS</p>		
<b>Stress balls</b>	350 x Stress balls	<p><b>Specifications:</b></p> <p>Stress Balls Size: 6.1cm Perfect palm size Squish foam Colour. coated FABRIC Plastic</p> <p>Design will be submitted by NSFAS.</p>		
<b>Folding Tables</b>	4 x Folding Tables	<p><b>Specifications:</b></p> <p>Steel powder-coated folding legs</p> <p>Heavy duty blow-moulded polyethylene tabletop</p>		

		<p>Powder-coated steel frame</p> <p>Suitable for use indoors and out</p> <p>Stronger and lighter than wood</p> <p>Easily stored by folding in half</p> <p>Stain and fade resistant</p> <p>Easy to clean</p> <p>Won't chip, peel or crack</p> <p>Dimensions: 183cm (L) x 76cm (W) x 74cm (H)</p> <p>What's in the box</p> <p>1 x 1.8m Folding Table - White</p>		
<b>Folding Chairs</b>	8 X Folding Chairs	<p>Folding Chair</p> <p>This sturdy yet comfortable fold-in chair will provide you with a comfortable seating arrangement at your next dinner party or outdoor event, whether it be camping or an outdoor park event.</p> <p>Features:</p> <p>Powder Coated Foldable legs</p> <p>Portable</p> <p>Easy to clean</p> <p>Durable and comfortable</p> <p>Specifications:</p> <p>Dimensions: 47(w) x 54(l) x 44(h) Cm to Seat</p> <p>Dimensions: 47(w) x 54(l) x 88(h) Cm to Back</p>		

		Maximum load weight: 130kg			
<b>Sub-total:</b>					
<b>Delivery charge</b>					
<b>VAT @ 15%</b>					
<b>Total cost (VAT and delivery included)</b>					

## 8. Price and Specific Goals

All RFQ proposals received that achieves the RFQ requirements will be evaluated further in terms of the 80/20 Price and Specific Goals. A maximum of 80 points will be allocated for Price and a maximum of 20 points will be allocated for Specific Goals.

Bidders must complete the SBD6.1 form in full and provide the requisite evidence to claim the allocated points for the specific goals.

**The following formula for Price and Specific Goals will apply in the evaluation process:**

### 80/20

$$P_S = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Ps = Points scored for comparative price of proposal under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable proposal

## **9. Objective criteria: Preferential procurement policy framework act, 2000 award of contracts to tenderers not scoring highest points**

11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.

(2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

Section 5.6.3 of the NSFAS Approved SCM Policy states that should NSFAS through its Bid Specification committee decides to apply objective criteria, such criteria must be included in the bid specification document.

### **Objective Criteria (after Price and Specific Goals evaluation)**

In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria and NSFAS will apply the criteria to avoid risk based on the following instances:

- Bidder submitted abnormally low bid. This apply when the bidder submit significant low bid compare to the marketing offering obtained by NSFAS during market analysis;
- The NSFAS have proof of bidder's poor project and contract management on previous or existing project(s) with NSFAS and other current and previous Client(s);
- NSFAS become in the position of past and current fraudulent, criminal or any unethical act by the bidder during bidding process;
- They is significant risk of fruitless and wasteful expenditure to NSFAS should bid awarded to the bidder;
- They is significant risk of Irregular expenditure to NSFAS should bid awarded to the bidder;
- NFSAS has identified risks of bidder's potential or existing company insolvency and potential existence challenges such as deregistration process with statutory and professional bodies as well as key health and safety compliance legislations.
- Any other risks deemed legal and procedural justifiable that may expose NSFAS to any financial, legislative or operational risks.

## **10. Validity period**

Any RFQ submitted shall remain valid, irrevocable, and open for written acceptance by NSFAS for a period of 120 days. A RFQ submitted shall further be deemed to remain valid after the expiry of the above mentioned 120-day period until formal acceptance by NSFAS, unless NSFAS is notified in writing by the bidder of anything to the contrary (including any further conditions the RFQ may introduce). Any further conditions that the bidder may introduce will be considered at the sole discretion of NSFAS.

## **11. Clarification**

Any clarification required by a bidder regarding the meaning or interpretation of the Request for Quotation or any other aspect concerning the request for quotation, are to be requested in writing by email from [scm@nsfas.org.za](mailto:scm@nsfas.org.za). The request

for quotation number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

To ensure transparency and for record purposes, all correspondence between NSFAS's Supply Chain Management (SCM) officials and bidders, will only be done via the official NSFAS SCM email address: [scm@nsfas.org.za](mailto:scm@nsfas.org.za).

Bidders are reminded that NSFAS SCM officials will never contact bidders telephonically or by other method other than through the official SCM email address listed above.

During the evaluation of the bids, additional information may be requested in writing from bidders, for clarity. Replies to such requests must be submitted, within the prescribed timeframe as determined by NSFAS. Failure to comply, may lead to your bid being disregarded.

## 12. Reason for Rejection

NSFAS will reject a quotation for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

NSFAS will disregard the bid of any bidder if that bidder, or any of its directors or employees:

- Has abused the Supply Chain Management system of NSFAS.
- Is listed on the National Treasury list of restricted suppliers or tender defaulters.
- Has committed proven fraud or any other improper conduct in relation to such system; or
- Has failed to perform on any previous contract and the proof exists.

Any effort or attempt by a bidder to influence the award decision in any matter will result in the rejection of the bid.

## 13. Disclaimer

NSFAS will apply their Supply Chain Management Policy and where Policy is silent, will apply National Treasury Regulations. All costs incurred in drafting the proposal are those of the service provider.

Where reference has been made to a brand/trademark, an equivalent may be proposed by the bidder.

By providing a proposal to NSFAS, the service providers accept the following:

NSFAS will issue a purchase order to the appointed service provider. NSFAS will not pay (and not be held liable) the service provider any amounts over and above the purchase order value and will not pay the service provider for any work performed outside the original bid specification document that was issued and advertised by NSFAS. Should you receive any instruction from NSFAS that does not come from the SCM unit to perform any work outside of the original bid specification, NSFAS will not be held liable for this payment.

## 14. Fraud and corruption

All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable. The National Student Financial Aid Scheme is committed to conducting business ethically and is constantly introducing proactive measures to ensure that we identify and appropriately respond to any unlawful and unethical business practices. All NSFAS tenders are subject to certain audit processes and limited due diligence checks with the intent to identify any possible unlawful or unethical practices.

#### **Reporting of any unlawful or unethical incidents to NSFAS**

Should any bidder, potential or current supplier of NSFAS or any other third party:

- receive any irregular contact or correspondence from anyone presenting themselves as an employee or representative of NSFAS
- receive any contact or correspondence from anyone soliciting any bribe of any form
- become aware of any irregular or illegal conduct by any party who has a relationship with NSFAS or any NSFAS official

You are requested to immediately report it to NSFAS's Governance, Risk and Compliance (GRC) Department. All information provided to the NSFAS GRC department will be treated with utmost confidentiality and in terms of the Protected Disclosures Act, Act 26 of 2000.

For any unlawful or unethical incidents, please email: [forensics@nsfas.org.za](mailto:forensics@nsfas.org.za)

All SCM related queries and submissions of RFQ proposals must be submitted to [scm@nsfas.org.za](mailto:scm@nsfas.org.za)

NSFAS will not accept any RFQ submission if not submitted to [scm@nsfas.org.za](mailto:scm@nsfas.org.za)

#### **Reporting of any unlawful or unethical incidents to the South African Police**

Bidders, current or potential NSFAS suppliers or any other third party who become aware of any unlawful and unethical conduct are encouraged to report the matter to the South African Police. NSFAS request that details of such reports made to the SAP be shared with NSFAS official listed above to enable consolidation of possible related investigations.

### **15. NSFAS rights**

The following rights are reserved:

- 1) NSFAS reserves the right to appoint more than one (1) service provider.
- 2) NSFAS reserves the right to reject a bid if the bidder has submitted a proposal that is not according to the specifications/terms of reference.
- 3) NSFAS reserves the right to reject a bid if the standard bidding document (s) have not been submitted or not completed in full.
- 4) NSFAS reserves the right to not award the bid if the bid price is not market related.
- 5) NSFAS further reserves the right to engage with the short-listed bidders for price negotiation and a site inspection where necessary.

- 6) NSFAS reserves the right to invite the shortlisted for a presentation as part of the bid process.
- 7) NSFAS reserves the right to not select the lowest price and/or lowest price only, provided that justifiable objective criteria are applied during the awarding process. These advertised objective criteria include the following:
  - 4.1) Timelines for delivery of the solution whereby the solution is required urgently.
  - 4.2) Part and parcel of risk mitigation to not be solely dependent on one (1) supplier.
  - 4.3) Capacity and/or presence/reach considerations of the supplier.
- 8) NSFAS reserves the right to not award the tender to the shortlisted bidder should any risk arise from any NSFAS due diligence assessment performed and/or any underperformance was identified in a previous and/or current contract held with the bidder and/or any risk arising from the completed standard bidding form number four (4).
- 9) NSFAS reserves the right to award the contract in whole or in parts.
- 10) NSFAS reserves to cancel this RFQ advertisement at any time during the advertisement period.

---

## 16. Closing date

---

The bid proposal must be submitted by no later than 02 February 2026 at 11h00 and MUST BE EMAILED TO [SCM@NSFAS.ORG.ZA](mailto:SCM@NSFAS.ORG.ZA). No hand delivered copies will be accepted. The proposals must not be submitted to any individual at NSFAS but must be emailed to [scm@nsfas.org.za](mailto:scm@nsfas.org.za). If the RFQ proposal is received via email after 11h00 on the closing date, it will not be accepted.

## **SBD4- BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

---

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


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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

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

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

## SBD6- PREFERENCE POINTS CLAIM FORM

### 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**

The applicable preference point system for this tender is the **80/20** preference point system.

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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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 regarding preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**(Note to organs of state: Where 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	Evidence to be submitted by the tenderer in order to claim the allocated points	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The entity must be 100% black owned.	Valid BBB-EE certificate or valid sworn affidavit.	10 points.	
The entity must be a minimum of 40% black female owned.	Valid BBB-EE certificate or valid sworn affidavit.	10 points.	

#### **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 property
- 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 because 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 because of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered because 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:** .....

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3 General**

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

## **4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at

all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 supplier's 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 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 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 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 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in

substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction

should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any

such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or wilful 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

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.