

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF SPORT, ARTS AND CULTURE					
BID NUMBER:	NCDSAC-001-2025/26	CLOSING DATE	22 AUGUST 2025	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A PANEL FOR BOOKSHOPS AND BOOK DISTRIBUTORS FOR THE SUPPLY AND DELIVERY OF LIBRARY BOOKS FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF SPORT, ARTS AND CULTURE					
MERVIN J ERLANK SPORT PRECINCT BUILDING (MJESP)					
19 – 24 RECREATION ROAD, FLORIANVILLE					
KIMBERLEY, 8301.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON – SCM	MR. H NIEUWENHUIZEN				
TELEPHONE NUMBER	082 605 4028	E-MAIL ADDRESS	hnieuwenhuizen@ncpg.gov.za		
CONTACT PERSON – TECHNICAL	MS. B SAMUEL				
TELEPHONE NUMBER	076 450 4177	E-MAIL ADDRESS	bsamuel@ncpg.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....Bid number.....

Closing Time 11:00 on.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-------------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by black people		10		
An EME or QSE which is at least 51% owned by women		5		
An EME or QSE which is at least 51% owned by youth		3		
An EME or QSE which is at least 51% owned by people with disability		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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

WITNESSES

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 numberdated.....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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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

WITNESSES

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 numberdated.....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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE



DEPARTMENT OF SPORT, ARTS AND CULTURE

CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THIS BID

CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Proprietary Information

Department of Sport, Arts and Culture (DSAC) considers this bid and all related information, either written or verbal, which is provided to the respondent, to be proprietary to DSAC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of DSAC.

2. Bookshops and book distributors are hereby invited to bid for the supply and delivery of library books, other printed information resources and audio-visual material to community libraries for a period of three (3) years on as and when required basis.

3. Service providers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by DSAC in regard to anything arising from the fact that pages are missing or duplicated.

4. Validity Period

Responses to this bid received from vendors must be valid for a period of 90 days counted from the closing date of the bid.

5. Submission of Bids

- 5.1 **Bids should be submitted** with clear reference to each document attached and all bound in a sealed envelope endorsed, **"BID NO. NCDSAC-001-2025/26: APPOINTMENT OF A PANEL OF BOOKSHOPS AND BOOK DISTRIBUTORS FOR THE SUPPLY AND DELIVERY OF LIBRARY BOOKS FOR A PERIOD OF THREE (3) YEARS"**. **The sealed envelope must be placed in the Tender Box at the Main Reception Area of the Mervin J Erlank Sport Precinct Building (MJESP) at 19-24 Recreation Road, Florianville, Kimberley, 8301 by no later than 11h00 on Friday,**

22 August 2025. The closing date, company name and the return address must also be endorsed on the envelope.

5.2 If a courier service company is being used for delivery of the bid document, the tender description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the tender box.

5.3 The bidder will carry the risk to ensure that his/her bid document is submitted in the tender box of the Department of Sport, Arts and Culture if services of the South African Post Office are used.

5.4 All bids must be submitted on the official forms provided and **MUST NOT BE RE-TYPED.**

5.5 No bid received by fax or email or similar medium will be considered.

5.6 Where a bid document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. **Late bids will not be considered.** Bidders are encouraged to ensure that bids are delivered timeously to the correct address. The bid box is generally open 24 hours a day, 7 days a week.

5.7 The bidder is responsible for all the cost that he/she shall incur related to the preparation and submission of the bid document, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

5.8 The Department of Sport, Arts and Culture reserves the right not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal. The Department reserves the right to:

5.8.1 Award contract or any part thereof to one or more service providers;

5.8.2 Reject all bids;

5.8.3 Not to accept the lowest bid or any bid in part or in whole;

- 5.8.4 Consider any bids that may not form conform to any aspect of the bidding requirements;**
- 5.8.5 Decline to consider any bids that do not conform to any aspect of the bidding requirements;**
- 5.8.6 Request further information from any service provider after closing date;**
- 5.8.7 Cancel this bid or any part thereof at any time.**

5.9 Samples, Inspections, test and analysis

- 5.9.1 Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.
- 5.9.2 If the Specifications require the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specifications.
- 5.9.3 If such samples are not submitted as required in the bid documents or within any further time stipulated by the Department of Sport, Arts and Culture in writing, then the bid concerned may be declared non-responsive.
- 5.9.4 The samples provided by all successful bidders will be retained by the Department of Sport, Arts and Culture for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the Department of Sport, Arts and Culture may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated Department of Sport, Arts and Culture Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

5.10 Provide other material

- 5.10.1 Tenderer's shall promptly provide, upon request by the Department of Sport, Arts and Culture, any other material that

has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Department of Sport, Arts and Culture for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Department of Sport, Arts and Culture's request, the Department of Sport, Arts and Culture may regard the tender offer as non-responsive.

5.11 Certificates – The tenderer must provide the Department of Sport, Arts and Culture with all certificates as stated below;

5.11.1 Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company Registration Certification (CIPC Documents including share holder certificates), Central Supplier Database Report, BBBEE Certificate, Proof of Disability, Commissioned Sworn Affidavits, Identity Documents, etc.) in support of tenderer claims for such preference for that specific goal. Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

- 5.12 Certified copies of original company registration documents. Certification stamp must be original and not more than 3 months old as at the date of closing of bid.

- 5.13 **SARS "TAX CLEARANCE STATUS PIN"** to validate the bidder's tax matters must be included in the bid document. Failure to do so might invalidate your bid. Bidder's must ensure compliance with their Tax Obligations. The Department is unable to award a bid/contract to a company whose tax affairs are not in order as determined by the South African Revenue Services (SARS). Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status

and be requested to submit to the Department of Sport, Arts and Culture, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the Department of Sport, Arts and Culture via CSD or e-Filing. The Department of Sport, Arts and Culture should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein. Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

5.14 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Tenderer shall submit **upon written request to do so by the Department of Sport, Arts and Culture**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

5.15 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

- a) Inspected the Specifications and read and fully understood the Conditions of Contract.
- b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted them with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) Visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Department or other Authorities in regard to access and

transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

d) Requested the Department of Sport, Arts and Culture to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

e) Received any notices to the tender documents which have been issued in accordance with the Department of Sport, Arts and Culture's Supply Chain Management Policy.

The Department of Sport, Arts and Culture will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

5.16 All communication between the bidder and the Department must be done in writing. Unless otherwise stated in the Conditions of Tender, the Department of sport, Arts and culture shall respond to a request for clarification received up to one week (where possible) before the tender closing time.

5.17 Any corrections on the bid document made by the bidder must be initialled.

5.18 Use of correcting fluid is prohibited.

5.19 Bids will be opened in public as soon as practicable after the closing time of bid.

5.20 The bid document must be completed in ink. Non adherence to this condition will invalidate the bid.

5.21 The bid document should be submitted on the official bid document as advertised. Suppliers are advised to print out the whole document and complete it in pen. The document must be submitted in its' entirety, i.e.

as a whole without any changes being affected. The supplier should not change the Departmental Format of the bid document. If any other forms are used that do not form part of the bid document, DSAC may disqualify the bid of the supplier.

5.22 Issue Notices

If necessary, the Department of Sport, Arts and Culture may issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the Department of Sport, Arts and Culture can show proof of transmission thereof via National Treasury E-Portal.

5.23 Non-disclosure

The Department of Sport, Arts and Culture shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

5.24 Grounds for rejection and disqualification

The Department of Sport, Arts and Culture shall determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

5.25 The bidder must submit the following returnable documents for pre-qualification:

Document that must be submitted	Non submission may result in disqualification		Attached (To be completed by the bidder)
Non-Compulsory Virtual Briefing Sessions	NO	The following two (2) non-compulsory virtual briefing sessions will be held on Monday 11 August 2025: Time: 11:30 AM to 01:00 PM & Time: 01:00 PM to 02:30 PM (Bidders should ensure that they request the link for the meeting preferable one (1) day before the non-compulsory virtual briefing sessions).	
Invitation to bid – SBD 1	YES	Complete and sign the supplied pro forma document.	
SBD 3.2 Pricing Schedule Non – Firm prices (purchases)	YES	Complete and sign the supplied pro forma document.	
SBD 4 – Bidders Disclosure	YES	Complete and sign the supplied pro forma document.	
Preference Points Claim Form in terms of Preferential Procurement Regulations 2022 – SBD 6.1	NO	Non submission will lead to a zero (0) score on BBEE.	
Contract Form – Purchase of goods/works – SBD 7.1	YES	Complete and sign the supplied pro forma document.	
Contract Form – Purchase of goods/works – SBD 7.1,	YES	Complete and sign the supplied pro forma document.	

Part1 and 2			
Contract Form – Rendering of services – SBD 7.2, Part 1 and 2	YES	Complete and sign the supplied pro forma document.	
Contract Form – Sale of goods/works – SBD 7.3, Part 1 and 2	YES	Complete and sign the supplied pro forma document.	
Joint venture bidders must individually complete SBD 4 and SBD 6.1.	YES	Joint venture bidders must individually complete: <ul style="list-style-type: none"> i. SBD 4 and ii. SBD 6.1 	
Signed Joint venture agreement by bidders stipulating the work split and rand value.	YES	Signed joint venture agreement by both parties.	
Resolution of the board of directors for the establishment of the Joint Venture.	YES	Resolution of the board of directors for the establishment of the Joint Venture must be submitted and signed by both parties.	
Certified Copy of BBBEE Certificate/Certified Copy of Sworn Affidavit	NO	Non submission will lead to a zero (0) score on BBBEE during the request for quotation process after the panel of the suppliers were appointed.	
Certified Copy of Consolidated BBBEE Certificate/ Certified Copy of Consolidated Sworn Affidavit	NO	Non submission will lead to a zero (0) score on BBBEE during the request for quotation process after the panel of the suppliers were appointed.	
Registration on the Central Supplier Database (CSD).	YES	The bidder 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 bid. If not registered, you cannot be appointed on the panel of service providers. Visit https://secure.csd.gov.za/ to obtain your supplier number (MAAA...). Submit proof of registration.	
Good standing on tax affairs	YES	<ol style="list-style-type: none"> I. SARS Tax Clearance Pin to validate the bidder's tax matters must be included in the bid document. II. Proof of registration on the Central Supplier Database (Most recent CSD Report). III. Supplier Number (MAAA...) as per your CSD Report. IV. In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. <p>(NB!!) THE BIDDER MUST BE IN GOOD STANDING WITH SARS IN RESPECT OF ANY RELEVANT LEGISLATIVE TAX COMMITMENTS.</p>	
Certified copies of original company registration documents.	YES	<ol style="list-style-type: none"> i. Certificate of registration. ii. Change of name certificate (if applicable). iii. Register of directors, and most current registered business address. 	

		iv. Certified copies of share certificate.	
VAT Registration Certificate	If applicable	Bidders can only charge VAT if registered for VAT at SARS. This must be reflected on their CSD Reports.	
Certified copies of identity documents	NO	For all current shareholders/directors/members.	
Reference letters	NO	Non submission will lead to lower scores during functionality.	
Distribution rights from publisher	NO	Non submission will lead to lower scores during functionality.	
Categories of specialized items - Part 1	NO	Non submission will lead to lower scores during functionality.	
Categories of specialized items - Part 2	NO	Non submission will lead to lower scores during functionality.	
Membership with professional bodies	NO	Non submission will lead to lower scores during functionality.	
Accounts in good standing with local book distributors	NO	Non submission will lead to lower scores during functionality.	
Accounts in good standing with international book distributors	NO	Non submission will lead to lower scores during functionality.	
Account in good standing with a freight forwarder	NO	Non submission will lead to lower scores during functionality.	
Contract with a courier company or has included a delivery service as part of its service offerings	NO	Non submission will lead to lower scores during functionality.	
Valid import permit	NO	Non submission will lead to lower scores during functionality.	
Organogram (Staff establishment)	NO	Non submission will lead to lower scores during functionality.	

6. Kindly note that the DEPARTMENT OF SPORT, ARTS AND CULTURE is entitled to the following:
 - 6.1 Extend the validity period of the bid after closing date of bids and
 - 6.2 Amend any bid conditions before the closing date of the bid.
7. Bids are evaluated in accordance with the Preferential Procurement Policy Framework Act, 2000 as well as the Preferential Procurement Regulations, 2022.
8. The bidder hereby offers to render all or any of the goods and or services described in the attached documents to the DEPARTMENT OF SPORT, ARTS AND CULTURE on the terms and conditions and in accordance with the specifications stipulated in this bid document.
9. Bids submitted by legal persons must be signed by a person or persons duly authorised thereto by a resolution of the Board of Directors, a copy of which Resolution, duly certified, be submitted with the Bid.
10. The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the DEPARTMENT OF SPORT, ARTS AND CULTURE during the validity period indicated and calculated from the closing hour and date of the bid.
11. This bid and its acceptance shall be subject to the terms and conditions contained in this bid document.
12. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

13. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.
14. **Legal Implications** – The successful service provider/s must be prepared to enter into a service level agreement with the Department of Sport, Arts and Culture.
15. **Counter conditions** – Bidder's attention is drawn to the fact that amendments to any of the special conditions by bidders will result in invalidation of such bids.
16. **Prohibition of Restrictive Practices** – In terms of Section 4(1) 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:
 - 15.1 directly or indirectly fixing a purchase or selling price or any other trading condition;
 - 15.2 dividing markets by allocating customers, suppliers, territories or specific types of goods and services; or
 - 15.3 collusive bidding.
17. If a bidder(s) or contractor(s), in the judgement of the purchaser, has/have been engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.
18. **Fronting** – The Department of Sport, Arts and Culture 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 Department of Sport, Arts and Culture condemns any form of fronting.

- 18.1 The Department of Sport, Arts and Culture 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 be determine the accuracy of the representation made in bid documents.
- 18.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.
- 18.3 Failure to do so within a period of 14 days from the 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 the Department of Sport, Arts and Culture may have against the bidder/contractor concerned.

19. **Non Compulsory Briefing Sessions**

Two (2) non-compulsory virtual briefing sessions will be held on Monday, **11 August 2025, Time: 11:30 AM to 01:00 PM and 01:00 PM to 02:30 PM.** (Bidders should ensure that they request the link for the meeting preferable one (1) day before the non-compulsory virtual briefing sessions).



DEPARTMENT OF SPORT, ARTS AND CULTURE

TERMS OF REFERENCE

**THE APPOINTMENT OF A PANEL OF
BOOKSHOPS AND BOOK DISTRIBUTORS
FOR THE SUPPLY AND DELIVERY OF
LIBRARY BOOKS FOR A PERIOD OF
THREE (3) YEARS**

TERMS OF REFERENCE IN RESPECT OF THE BID

1. Introduction

The Department of Sport, Arts and Culture (DSAC) has a critical role to play towards the Strategic Goals of the National Development plan 2030, the Provincial Growth and Development Plan 2013, and the Medium-Term Strategic Framework 2019 of Government in respect of library services.

DSAC has a constitutional mandate to provide public library and information services in communities, working closely with Local Municipalities. In terms of Schedule 5 A, Section 154 and 156 of the Constitution of the Republic of South Africa, 1996, DSAC is obliged to support and strengthen municipality's capacity and to monitor the performance of their obligations with regards to provision of library services.

2. Background

The Directorate of Library, Information and Archive Services in the Department renders library and information services to the community libraries in the Local Municipalities of the Northern Cape Province. One of the key responsibilities of the Directorate is the provision of library materials which include books and other formats which are purchased and processed centrally in Head Office (Kimberley) and dispatched to District Libraries for further distribution to community libraries.

- 2.1 DSAC seeks to develop, transform and promote sustainable library services.
- 2.2 Sustainable library and information services also contribute to Nation Building, Good Governance, Social and Human Capital Development and Sustainable Economic Growth and Opportunities.
- 2.3 Providing information is a key service. The reason for this is that it promotes a culture of reading, library use and learning that enriches the whole community. Library services ensure that this information is free, equitable and accessible to everyone.

3. Description of services

- 3.1 The contract will be for the supply and delivery of library books and other printed information resources and audio-visual material to community libraries for a period of three (3) years on as and when required basis.
- 3.2 Preference will be given to service providers involved in the book trade.
- 3.3 The material will be ordered as and when required.
- 3.4 Latest publication (catalogues) will be accepted from service providers and this will not guarantee that the items will be purchased.
- 3.5 Prices during the request for quotation (RFQ) process must be firm and include all delivery charges.
- 3.6 Invoices should be on the Company's Letterhead with the Company Registration and VAT Details (if applicable) indicated clearly and marked with invoice numbers.
- 3.7 Orders shall be executed according to the prices indicated on the official order.
- 3.8 ISBN Numbers and Official Order Numbers must be quoted on the invoices by the supplier.
- 3.9 Unit price of an item before and after discount, Including VAT (if applicable) must be indicated on the invoices.
- 3.10 Deliveries will be at the Northern Cape, Department of Sport, Arts and Culture's Library's Unit.
- 3.11 Orders must be executed in full. The Library Services reserves the right to cancel orders not executed in full.
- 3.12 Any defective, damaged and poorly printed and bound publications delivered must be replaced at the cost of the supplier.
- 3.13 The performance of all suppliers will be reviewed on a regular basis and if the performance is poor, the Department reserves the right not to further request quotations from such suppliers.

- 3.14 **No pricing is required at this stage. The delivery period for publications in South Africa will be four (4) weeks and Outside of South Africa will be eight (8) weeks.**

Evaluation Criteria

Bids will be evaluated in accordance with the Department's Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2022, issued in terms of Section 5 of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000.

The evaluation of bids will consist of the following two (2) stages:

Stage 1	Stage 2
Mandatory and other bid requirements	Functionality
Compliance with mandatory and other bid requirements. Bidders that do not comply with the compulsory requirements will be automatically eliminated.	Bids will be assessed to verify bidder's capability and ability to execute the contract. Bidders scoring less than 70 points during this stage of the evaluation will be eliminated and shall not be considered. A more detailed explanation of the functionality criteria is given below.

NO PRICING IS REQUIRED AT THIS STAGE

Stage 1: Mandatory and other bid requirements

- ✓ Signed NCP 1;
- ✓ Fully filled in Pricing Schedule for non-firm prices (purchases) NCP 3.2;
- ✓ Fully filled in and signed bidders disclosure SBD 4;
- ✓ Fully filled in, witnessed and signed preference points claim form of the Preferential Procurement Regulations 2022, SBD 6.1;
- ✓ Fully filled in contract form – Purchase of goods/works NCP 7.1 (Part 1 and Part 2)
- ✓ Fully filled in contract form – Rendering of services NCP 7.2 (Part 1 and Part 2)

- ✓ Fully filled in contract form – Sale of goods/works NCP 7.3 (Part 1 and Part 2)
- ✓ General Conditions of Contract;
- ✓ Proof of registration on the National Treasury Central Supplier Database, e.g. Latest CSD Report to be attached;
- ✓ Tax compliance Status Pin Issued by SARS;
- ✓ Proof of VAT Registration with SARS;
- ✓ Certified copies of Company Registration Documents;
- ✓ Certified ID Copies of the shareholders;
- ✓ Valid BBBEE Certificate (BEE Accreditation is strictly required to be obtained from a South African National Accreditation System (SANAS) Registered BEE Verification Agency only. Bidders who qualify as Exempted Micro Enterprise (EME) must submit a sworn affidavit signed by the EME Representative and attested by a Commissioner of Oaths);
- ✓ In case of a Joint Venture the following documents must be submitted:
 - (i) Valid joint venture agreement signed by all relevant parties and witnessed;
 - (ii) Resolution by the Board of Directors for the establishment of the Joint Venture;
 - (iii) Consolidated BBBEE Certificate (if not consolidated, preference points will be zero (0));
 - (iv) Tax compliance Status Pin Issued by SARS of all parties;
 - (v) Proof of registration on the National Treasury Central Supplier Database, e.g. Latest CSD Reports of all parties to be attached;
 - (vi) Companies and Intellectual Property Commission (CIPC) Certificates of all parties;
 - (vii) ID Copies of the shareholders/members/directors of all parties;
 - (viii) Company profile of all parties.
 - (ix) Individually completed SBD 4 and SBD 6.1 of all parties.

Stage 2: Functionality

Only those tenders submitted by tenderers who achieve the minimum score functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved in the evaluation process, for the individual criteria.

Evaluation Criteria	Applicable values/points	Weight
1. Business Capacity	65	65%
2. Experience	30	30%
3. Locality (Northern Cape)	5	5%
Total	100	100%

An overall score of 70 must be scored out of the maximum of 100 in order to be declared responsive.

Description/Criteria	Documentary Evidence/Scoring Guideline	Points to be scored	Final Max Score
1. BUSINESS STRENGTH			
1.1 Reference Letter/s	0 Letter = 0	0	5
Tenderers must have sale of books and/or library materials to public libraries/government departments as part of its business strategy. Provision of tertiary level academic literature and/or material is not required. (Proof required: Reference letter from public library service/s/government departments not older than 18 months)	1 Letter = 1	1	
	2 Letters = 3	3	
	3 Letters or more = 5	5	
1.2 Distribution rights from publisher			3
(Current reference letter to prove distribution rights from publishers not older than 3 months) 0 imprints = 0 points	1-5 imprints	1	
	6-10 imprints	2	
	>10 imprints	3	
1.3 Categories of specialized items - Part 1			32
1.3.1 Adult Afrikaans Fiction			
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 		4	
1.3.2 Adult English Fiction			
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 		4	
1.3.3 Adult Non-Fiction			
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 		4	

1.3.4 Adult Xhosa		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 	4	
1.3.5 Adult Setswana		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 	4	
1.3.6 Nama, Khoi and SAN Languages (All categories)		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 	2	
1.3.7 Adult Audio visual (Music CDs; DVDs; Audio books)		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 	4	
1.3.8 Large Print English		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder 	3	

and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.		
1.3.9 Large Print Afrikaans		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 	3	
1.4 Categories of specialized items - Part 2		25
1.4.1 Junior/Teen Fiction		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 	4	
1.4.2 Junior/Teen Non-Fiction		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 	4	
1.4.3 Junior/Teen Xhosa		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 	4	
1.4.4 Junior/Teen Setswana		
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder 	4	

and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.			
1.4.5 Junior/Teen Audio visual (Music CDs; DVDs; Audio books)			
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 		3	
1.4.6 Junior/Teen Graphic novels			
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 		3	
1.4.7 Study guides			
<ul style="list-style-type: none"> ✓ Proof of sale to public libraries e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category in the invoice/signed order number/statement/delivery note. Bidder must for e.g. highlight the title and clearly indicate the category; OR ✓ Written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category. 		3	
Points		65	
2. EXPERIENCE			30
2.1 Membership of professional bodies (Current proof to be submitted) 0 membership = 0 points	Member of LIASA (Library and Information Association of South Africa)	2	
	Member of either South African Booksellers Association (SABA)/ or Publishers Association of South Africa (PASA) (minimum 5 years)	2	
2.2 Accounts in good standing with local book distributors.	1 Statement	2	
	2 Statements	4	

(Current statement of account to be submitted, preferably not older than 3 months)	3 Statements	6	
	4 Statements	8	
2.3 Accounts in good standing with international book distributors (Current statement of accounts to be submitted preferably not older than 3 months)	1 Statement	2	
	2 Statements	4	
	3 Statements	6	
	4 Statements	8	
2.4 Account in good standing with a freight forwarder (Current statement of account to be submitted preferably not older than 3 months)		2	
2.5 Tenderer has a contract with a courier company or has included a delivery service as part of its service offerings. Provide details of the courier services, such as name and contract. (Proof of contract if contracted to a courier company and/or registration details of fleet of vehicles for deliveries if delivery is part of service offering).		2	
2.6 Valid import permit (Current statement of account to be submitted)		4	
2.7 Number of staff dedicated to the administration for this service (Provide an organogram)	1 x Staff Member	1	
	2 x Staff Members	2	
Points		30	
3. Locality (Northern Cape Based) Proof of business address of the business and or fully functional office e.g. utility bill (not older than 3 months) reflecting the name and business address as per FICA requirements (not an affidavit) must be attached		5	
Maximum Points		100	

Any bidder who does not meet the minimum threshold of 70 points will be eliminated, and will not be considered. For the purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned.

Stage 2: Information to be provided for functionality

The following information shall be provided with the Tender:

Please note, where proof is requested, points will be allocated only when such proof is provided. For all submissions of proof that is reference letters and/or invoices/signed order number/statement/delivery note, it must be to a public library either municipal or provincial Libraries in SA or government departments. The following information must be provided with the Tender:

Business Strength

- ✓ Distribution rights from publisher – Reference letter to prove distribution rights from publishers not older than 3 months.
- ✓ Reference Letter - Reference Letter from public library/government department not older than 18 months.

Adult Materials:

- ✓ **Adult Afrikaans Fiction:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Adult English Fiction:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Adult Non-Fiction:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Adult Xhosa:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued

not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.

- ✓ **Adult Setswana:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Nama, Khoi and SAN Languages (All categories):** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Adult Audio visual (Music CDs; DVDs; Audio books):** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Large Print English:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book

supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.

- ✓ **Large Print Afrikaans:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.

Junior/Teen Material:

- ✓ **Junior/Teen Fiction:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Junior/Teen Non-Fiction:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Junior/Teen Xhosa:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book

supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.

- ✓ **Junior/Teen Setswana:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Junior/Teen Audio visual (Music CDs; DVDs; Audio books):** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Junior/Teen Graphic novels:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.
- ✓ **Study guides:** Proof of sale to public library/government department for e.g. invoice/signed order number/statement/delivery note issued not older than 18 months. Proof of sale should clearly identify the category (genre, format, and classification) in the invoice/signed order number/statement/delivery note; or written confirmation not older than 3 months between the bidder and book supplier (e.g. bookshop) confirming accessibility and stock availability of the required category.

Experience

- ✓ Membership of professional bodies (Current proof to be submitted e.g. registration letters.
- ✓ Accounts in good standing with local book distributors) (Current statement of account to be submitted, not older than 3 months.
- ✓ Accounts in good standing with international book distributors (Current statement of accounts to be submitted not older than 3 months).
- ✓ Account in good standing with a freight forwarder (Current statement of account to be submitted not older than 3 months).
- ✓ Valid import permit (Current statement of account to be submitted.
- ✓ Contract with Courier Company or include a delivery service as part of its service offerings. Provide details of the courier service such as name and contact details. (Proof of contract if contracted to a courier company and/or registration details of fleet of vehicles for deliveries to the City, as delivery is part of the service required).
- ✓ Number of staff dedicated to the administration for this service (Provide an organogram)

8. Information to be provided for Specific Goals:

HDI and Specific Goals:	Documentation to be submitted by bidders to validate their claim for Specific Goals Points:
An EME or QSE which is at least 51% owned by black people	<ul style="list-style-type: none"> ✓ Certified ID of Copy/s; ✓ Certified Copy of the South African National Accreditation System Approved Certificate or commissioned sworn affidavit; ✓ Certified copy of CIPC (Company Registration Documents, Issued by the Companies and Intellectual Property Commission and ✓ Latest Central Supplier Database report
An EME or QSE which is at least 51% owned by women	<ul style="list-style-type: none"> ✓ Certified ID of Copy/s; ✓ Certified Copy of the South African National Accreditation System

	<p>Approved Certificate or commissioned sworn affidavit;</p> <ul style="list-style-type: none"> ✓ Certified copy of CIPC (Company Registration Documents, Issued by the Companies and Intellectual Property Commission and ✓ Latest Central Supplier Database report
An EME or QSE which is at least 51% owned by youth	<ul style="list-style-type: none"> ✓ Certified ID of Copy/s; ✓ Certified Copy of the South African National Accreditation System Approved Certificate or commissioned sworn affidavit; ✓ Certified copy of CIPC (Company Registration Documents, Issued by the Companies and Intellectual Property Commission and ✓ Latest Central Supplier Database report
An EME or QSE which is at least 51% owned by people with disability	<ul style="list-style-type: none"> ✓ Certified copy of ID (Mandatory) or; ✓ Certified copy of Medical Certificate or; ✓ Certified copy of South African Social Security Agency (SASSA) registration or; ✓ Medical certificate/ South African Revenue Services disability registration ✓ Certified copy of National Council for Persons with Physical Disability in South Africa Registration (NCPDPSA) ✓ Certified copy of CIPC (Company Registration Documents) and ✓ Latest Central Supplier Database report.

Signature.....

Date:.....

Print Name:.....

On behalf of the tenderer (duly authorized)

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- | | |
|--|--|
| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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