REQUEST FOR BID

Bid Number	**WRSCM-2026/2027-0017**
Bid Description	**TENDER: MARKETING ,PROMOTIONAL AND BRANDING MATERIALS**
Closing Date and Time	**21 July 2026 @ 11:00 AM**

COMPANY NAME	
COMPANY ADDRESS	

ADDENDUM

Bid Number	**WRSCM-2026/2027-0017**	
Bid Description	**TENDER: MARKETING ,PROMOTIONAL AND BRANDING MATERIALS**	
Closing Date and Time	**21 July 2026 @ 11:00 AM**	
Inclusions to Bid Documentation and Terms of reference	Page 18 of 43	**Bid Document Part F: SBD 6.1. Section 4- Points Awarded for Specific Goals** Inclusion of Local content points (5 points)
	Page 41 of 43	**Terms of Reference: Section 11- Socio-Economic Objectives** Inclusion of Local content points (5 points)

PART A
INVITATION TO BID SBD 01

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	WRSCM-2026/2027-0017	CLOSING DATE:	**21 July 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**TENDER: MARKETING ,PROMOTIONAL AND BRANDING MATERIALS**				
BID VALIDITY PERIOD	THE BID IS VALID FOR A PERIOD OF 120 DAYS FROM THE BID SUBMISSION DATE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
1303 RIVERSIDE OFFICE PARK					
CNR LENCHEN AND HEUWEL AVENUE					
HENNOPS HOUSE					
CENTURION					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Supply Chain Management**	CONTACT PERSON	**Supply Chain Management**
TELEPHONE NUMBER	**012 622 9500**	TELEPHONE NUMBER	**012 622 9560**
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	**tenders@wrseta.org.za**	E-MAIL ADDRESS	**tenders@wrseta.org.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER	MAAA

STATUS				DATABASE No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT O REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

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

DATE: _____

PART C
TERMS AND CONDITIONS FOR BIDDING SBD 01

BIDDING PROCEDURE CONDITIONS FOR THIS BID

LATE BIDS RECEIVED	Bids submitted after the stipulated submission date and time will not be considered.
NON-COMPLIANT BIDS RECEIVED	Bids not submitted in the prescribed format will not be considered.
BID SUBMISSION QUANTITIES	Bids must be submitted in hardcopy submissions only as follows: One (1) hardcopy of bid proposals i.e., one original Compliance and Technical Proposal. The Price Proposal where applicable for Local Content.
BID VALIDITY PERIOD	The bid is valid for a period of one hundred and twenty (120) days from bid submission date.
COUNTER CONDITIONS	Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations- 2022.
CANCELLATION PRIOR TO AWARDING	The W&RSETA has the right to withdraw and cancel the Bid Invitation.
COLLUSION, FRAUD AND CORRUPTION	Any effort by bidders to influence evaluation, comparisons, or award decisions in any manner may result in the rejection of the bidder concerned. The W&RSETA reserves the right to reject bids when deemed necessary. Bid rigging by the bidder will result in disqualification of the bid. The bidder is not permitted to submit a bid for more than one registered company with a common director/ shareholder.
PRESENTATIONS AND PROOF OF FUNCTIONALITY AS PART OF THE EVALUATION OF BIDS	The W&RSETA has the right to perform due diligence on a bid proposal received through calling for interviews, presentations, proof of functionality sessions with short listed bidders before concluding the evaluation.
SUB-CONTRACTING	Bidders may not sub-contract more than 25% of the value of the contract to any other enterprise. A sub-contracting agreement signed by all parties must be submitted. This agreement must explain the roles and responsibilities of all parties.
VENTURES AND CONSORTIUM	A JV or Consortium Agreement must be submitted, clearly indicating the lead partner and percentage (%) sharing/contribution to the JV. The JV/Consortium must submit a joint B-BBBEE certificate or affidavit, in the case where the joint B-BBBEE certificate or affidavit is not submitted then evaluation will be based on the B-BBBEE certificate or affidavit from the lead partner.
SAQA CONVERSION REQUIREMENTS	In the case where the technical or functional evaluation criteria requires submission of qualifications, then bidders that possess foreign qualifications,

FOR THE INTERNATIONAL QUALIFICATIONS	must submit/attach SAQA accreditation. In addition, all Qualifications must be Certified.
INFORMATION PROVIDED IN THE BID INVITATION	All information contained in this bid documentation is solely for the purpose of assisting bidders to prepare their bids. Any use of the information contained herein for other purpose than those stated in this documentation is prohibited.
PROHIBITIONS ON AWARDS TO PERSONS IN SERVICE OF THE STATE AS DEFINED IN SECTION 239 OF THE CONSTITUTION	The Employer is prohibited to award a bid to a person - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) In the service of the state means to be – d) a member of: - i. any municipal council; ii. any provincial legislature; or iii. the National Assembly or the National Council of Provinces; e) a member of the board of directors of any state owned entity; f) an official of any government entity; g) an employee of any national or provincial department; h) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); i) a member of the accounting authority of any national or provincial public entity; or j) An employee of Parliament or a provincial legislature.
ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES	The W&RSETA will check the highest ranked bid or bidders with the highest number of evaluation points after the evaluation of bid offers in accordance with PPR 2022 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii. the summation of the prices. The arithmetical errors shall be corrected in the following manner: a) Where there is a discrepancy between the amounts in words and amounts in Figures, the amount in words shall govern. b) If the bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point

	in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. The Bid Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.
NEGOTIATIONS	The W&RSETA reserves the right to engage in negotiations with a preferred bidder or bidders before the award of the bid. Negotiation is a process between buyer and supplier that seeks to improve value-for-money outcomes through discussion. In addition, the W&RSETA may negotiate on project methodology, Skills transfer methodology resources, and special conditions of the contract.
GENERAL CONDITIONS OF CONTRACT	This bid Is subject to the General Conditions of Contract.
SPECIAL CONDITIONS OF CONTRACT	a) This bid Is subject to the Special Conditions of Contract as outlined hereto below. b) The price schedule (cost) must be in South African currency and must include value added tax, where applicable and must include disbursements. c) Penalties will be applied in respect of late completion of work defined in the final contract provided that the delay is attributed on the part of the service provider.

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)
_____

DATE: _____

PART D

Table 1: Documents that must be submitted for Pre-qualification.

Item	Documents for submission	
Invitation to Bid – SBD 1	**YES**	Complete and sign the supplied pro forma document
Tax Status	**YES**	i. A Central Supplier Database (CSD) summary report and Tax Compliance Status Pin Should be submitted to verify the bidder's tax whether the bidder's tax matters are in order. ii. The Tax Compliance Pin Number or the CSD Master Registration Number (MAAA number) to verify the bidder's tax compliance tax status. iii. In case of foreign recommended bidders who has no history of doing business in South Africa, the foreign recommended bidder's completed SBD 1 must be submitted to the South African Revenue Service to issue Confirmation of Tax Obligation letter in terms Instruction Note No. 09 of 2017/2018. iv. The CSD and tax compliance status PIN are the approved methods of verifying the tax compliance status of bidders. v. In the event where the Bidder does not submit a tax compliance status PIN, the tax compliance status will be verified utilizing the CSD summary report
Price Schedule or Quotation	**YES**	The price schedule (cost) must be in South African currency and must include value added tax, where applicable and must include disbursements.
Declaration of Interest – SBD 4	**YES**	Complete and sign the supplied. Failure to declare truthful information will result in your company being blacklisted or restricted from doing business with any of the organ of state. Please note that the W&RSETA does not do business with state official.
Completion and submission of the prescribed Standard Bidding Documents and proposal		Bidder must complete other prescribed Standard Bidding Documentation i.e., SBD 3.1, & 6.2 (where applicable). Bidder must submit one (1) hardcopy of the Compliant and GCC, Technical proposal (where applicable).
Preference Point Claim Form – SBD 6.1	**YES**	Complete and sign the supplied pro forma document Non-submission will lead to zero points awarded. (A valid and/ or certified copy must be attached to claim points for specific goals)
Registration on Central Supplier Database (CSD)	**YES**	Bidders must be registered on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor / supplier number.

		Submit proof of registration with your bid document.

ALTERATIONS TO DOCUMENTS REQUIREMENTS

Alterations to documents

Do not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

Alternative bid offers

Submit alternative bid offers only if main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

Accept that an alternative bid offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

NB ANY AMENDMENTS TO THE BID DOCUMENTS MUST BE SIGNED IN FULL BY THE BIDDER'S AUTHORISED SIGNATORY AND AN ACCOMPANYING LETTER FROM THE BIDDER ON THEIR OFFICIAL LETTERHEAD WILL INDICATE SUCH ALTERATIONS. FAILURE TO OBSERVE WILL LEAD TO THE BID BEING DISQUALIFIED.

ANY COMPLETION OF THE BID DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND MIGHT DISQUALIFY THE BID. BIDDERS ARE ALLOWED TO TYPE THE DOCUMENT.

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Special / Technical Information and Specifications and with the General Conditions of Contract and General Conditions to Bidders included in the bid document and hereby agree to:-

Indicate if there would be a price increase applicable and attach proof thereof.

SIGNED ON BEHALF OF THE BIDDER: ..... (Signature)

NAME OF

SIGNATORY (in capital letters) .....

CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

RESOLUTION of a meeting of the Board of *Directors / Members / Partners**:**

(Name of Firm) ……

held on …… that:

FULL NAMES ……..

SIGNATURE ……

In his/her/their capacity as ……
is/are hereby authorised to enter into, sign and execute and complete any documents relating to Bid and/or Contracts for the supply of goods and services.

NAME	CAPACITY	SIGNATURE

NOTE:

1. *Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PART E
DECLARATION OF INTERST SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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.

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 institution in relation to this procurement process prior to and during the bidding process

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.

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

PART F

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

a) Either the 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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20

or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Form of evidence
SPECIFIC GOAL 1: HDI	**Maximum 10**		BBBEE Certificate / Sworn Affidavit supported by • CIPC document/ Certified Copy of ID and Shareholder's certificate/ • Disability Certificate
Black People ownership of 51% or more	5		
Women ownership of 51% or more	4		
People with Disability ownership	1		
SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY & RDP	**Maximum 10**		Valid BBBEE Certificate / Sworn Affidavit, Certified
Youth ownership	3		
SMMEs (EME/QSE)	2		
Local Content	5		Completed and signed with relevant local content disclosure

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

GENERAL CONDITIONS OF CONTRACT

GCC- GENERAL CONDITIONS OF CONTRACT: TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Restriction from bidding
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices

32. Taxes and duties

1. Definitions 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 "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components

1.6 "Day" means calendar day.

1.7 "Delivery" means delivery in compliance of the conditions of the contract or order

1.8 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.9 "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.

1.10 "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.

1.11 "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.

1.12 "GCC" means the General Conditions of Contract.

1.13 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.14 "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

1.15 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.16 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.17 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.18 "Project site," where applicable, means the place indicated in bidding documents.

1.19 "Purchaser" means the organisation purchasing the goods.

1.20 "Republic" means the Republic of South Africa.

1.21 "SCC" means the Special Conditions of Contract.

1.22 "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.

1.23 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or cior shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make

the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the 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:
Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the

purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) (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, pursuant to GCC Clause 24.1, 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.

24. Restriction from bidding

24.1 In cases of any improper conduct or non-performance by a bidder or supplier, the Accounting Officer may, in addition to any other legal remedies it may have, resolve that no offer to the public sector from the bidder or supplier concerned should be considered during a period up to a maximum of ten (10) years.

24.2 The Accounting Officer must inform the National Treasury of any such restrictions imposed, for inclusion in the national list of restricted bidders/suppliers/persons.

24.3 The Accounting Officer may at any time amend or rescind any restriction contemplated in clause 24.1 and must inform the National Treasury accordingly.

24.4 For the purpose of Clauses 24.1 and 24.2 the expression ”bidder or supplier”, in respect of any restriction, shall also include a director, member, employee or agent of such bidder or supplier.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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) (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;

1 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

2 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 W&RSETA 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.

TENDER: MARKETING, PROMOTIONAL AND BRANDING MATERIALS

WRSCM-2026/2027- 0017

1. OVERVIEW OF THE W&RSETA

The Wholesale and Retail Sector Education and Training Authority (W&RSETA) was established in 2000 in terms of the Skills Development Act (as amended). The mandate of the W&RSETA is to facilitate the skills development needs of the Wholesale and Retail Sector through the implementation of learning programmes, disbursement of grants and monitoring of education and training as outlined in the National Skills Development Plan.

2. OBJECTIVE OF BID

The objective of this bid is to appoint a single service provider for the delivery of marketing, promotional and branding materials for a 36-month period. The service provider will be required to deliver the items at the W&RSETA's head office and provincial offices indicated in the address schedule below:

OFFICE	ADDRESS
HEAD OFFICE	Riverside Office Park, 1303 Heuwel Avenue, Cnr. Lenchen South & Heuwel Avenue, Centurion
Eastern Cape	3 Surrey Road, Vincent, East London
Free State	8 Barnes Street, Westdene, Bloemfontein
Gauteng North	Egret Place, Hillcrest Office Park,189 Lunnon Road, Hillcrest, Pretoria
Gauteng South	Building A, 1st floor, Hill on Empire,16 Empire Road, Parktown, Johannesburg
KwaZulu-Natal	19 Hurst Grove, 3rd Floor, 201b Clifton Place, Musgrave, Durban
Limpopo	60 Schoeman Street, Thabakgolo building, 4th floor, Polokwane
Mpumalanga	202 Parkmed Centre, 64 Mandela Street, Emalahleni
Northern Cape	155a Kruger Street, Rustenburg
Western Cape:	Building 5, 4th Floor, Tyger Valley Chambers, 27 Willie van Schoor Avenue, Bellville, Cape Town

Addresses may be amended during the period of the tender based on the W&RSETA's office arrangements. Or any other W&RSETA office in case of changes in physical addresses or additions, or any other venue provided by the W&RSETA.

3. SCOPE OF SERVICES

3.1 SUPPLY OF MARKETING, PROMOTIONAL AND BRANDING MATERIALS

a) Supply and brand promotional items as guided by specifications indicated below.
b) Provide agile and quality printing services.
c) Design artwork for required items.

4. PRICING SCHEDULE

a) Prices must include cost of supply, delivery, off-loading and inclusive of VAT.
b) Prices shall remain firm for the first twelve months of the duration of the contract. Then price escalations based on CPA/CPI will apply.
c) Bidders that do not bid for all the items will not be considered for further evaluation.

ITEM NO.	ITEM HARD	SPECIFICATION	UNIT OF MEASURE	UNIT PRICE (INCLUDING VAT)
1.	**3-PACK OMEGA COVER A5 NOTEBOOK RULED**	• Type: foiling (gold) – W&RSETA logo • Branding size: 65mm(w) x 20mm(h) • Green	Each	
2.	**ATSUI JUTE TOTE**	• Material: Jute • Branding: Screen Print (Full Colour) • Texts and images: W&RSETA logo, contact details and tag line • Colour: Beige	Each	
3.	**WIRELESS POWERBANK 10000MAH**	• Material: Power Bank - ABS Pouch: Microfibre Capacity: 10000mAh • Branding Options: Direct to Print (full colour) • Branding: Screen Print	Each	
4.	**VARSITY MAXI PENCIL CASE**	Features: • Made Of Polyester - 600D • Dimensions: 32 (L) X 11 (W) • Items to branded and included in the pencil case: o Smooth Promotional Gel Penn o 30cm ruler o Full pencil o Eraser o Sharpener • Branding: screen print with artwork provided • Colours: Black, Blue, Red, Green	Each	
5.	**750ML CLASSIC SPORTS WATER BOTTLE**	• Material: FDA approved material • Features: BPA Free • Branding: Digital Print Drinkware (full colour logo with text “Retailer in the Making”) • Colours: Black, Navy, Red, Blue	Each	
6.	**BRANDED SHOPPING BAGS 140G COTTON TOTE**	• Material: Cotton jute • Branding: Screen Print • Texts and images: W&RSETA logo, contact details and tag line	Each	

ITEM NO.	ITEM HARD	SPECIFICATION	UNIT OF MEASURE	UNIT PRICE (INCLUDING VAT)
		• Colours: Black		
7.	**5-in-1 HIGHLIGHTER**	• Material: Plastic • Size: 14cm x 5.8cm x1cm • Case: 12.7cm x8cm x2.2m • Branding Options: Dome Sticker	Each	
8.	**THERMAL 500ML FLASK**	• Material: Stainless Steel • Features: o 500ml o Black carry pouch with zip closure ▪ Colours: Silver ▪ Branding: Digital Print (full colour logo)	Each	
9.	**2-TONE BACKPACK**	• Dimension: 31 (W) X 15.5 (D) X 45.5 (H) • Branding: Screen Print (logo with text: I Choose Retail)	Each	
10.	**VOYAGER BACKPACK**	• Material: 600D Nylon • Size: 40.5cm x 47xm x 19cm • Branding: Screen Print	Each	
11.	**MOON BAGS**	• Colour: Black • Size: 31cm (l) x 12cm (w) • Branding: W&RSETA and with text “Retailer in the Making” • Text and logo colour: White Type of branding: Screen Print	Each	
12.	**BLOFELD 32G FLASH DRIVE KEYHOLDER**	• Branding: W&RSETA • Text and logo colour: black Type of branding: Screen Print	Each	
13.	**CAPSIZE UMBRELLA**	• Material: 190T pongee & ABS shaft • Features: o 8 panels o Windproof o Patterned inverted umbrella o PP handle with rubberised coating	Each	

ITEM NO.	ITEM HARD	SPECIFICATION	UNIT OF MEASURE	UNIT PRICE (INCLUDING VAT)
		• Product Dimensions (cm): Umbrella: 108cm (dia) • Package Dimensions (cm): 76.4 (h) x 21 (l) x 21 (w) • Branding: screen print		
14.	**135G BARRON POLYESTER T-SHIRT**	• Material: Polyester • Branding: DDT with W&RSETA logo on the left and text at the back (Retailer in the Making) • Sizes: XS, S, M, L, XL • Colour: White, Navy, Black, Green	Each	
15.	**CRICKET HAT**	• Size: One size fits all • Branding: W&RSETA logo • Text and logo colour: Full colour • Branding: digital print • Colour: Navy Blue, Khaki, Red, Black	Each	
16.	**BRANDED CANDYSTRIPE DOME LANYARDS**	• Colours: Green & black • Text and logo colour: Full W&RSETA logo • Type of branding: Dome sticker	Each	
17.	**SPANDEX STRETCH SLIP OVER BRANDED TABLECLOTH**	• Size: 1.83 x 0.76 x 0.75 • Colour: Emerald green • Branding: Full W&RSETA logo on shorter sections, “Making Retail a Career of Choice” on longer section • Material: Dye sublimated banner weave material finished with a hem all round	Each	
18.	**LEGEND STRAIGHT BANNER WALL**	• Design, layout and print banners • Size: 1.52m(w) x 2.25m(h) • Material: • Fabric: polyester display fabric with wrap around corners • Frame: aluminium • Colour: Full colour printing	Each	

ITEM NO.	ITEM HARD	SPECIFICATION	UNIT OF MEASURE	UNIT PRICE (INCLUDING VAT)
		• Graphics: W&RSETA will provide graphics for editing and redesigning • Carry bags included		
19.	**LEGEND STRAIGHT BANNER WALL**	• Design, layout and print a wall banner • Size: 3m(w) x 2.25m(h) • Material: • Fabric: polyester display fabric with wrap around corners • Frame: aluminium • Colour: full colour printing • Graphics: W&RSETA will provide graphics for editing and redesigning • Carry bags included	Each	
20.	**TELESCOPIC BANNERS (TEARDROPS)**	• Size: 4000mm x 680mm • Digital Dye Sublimation, full colour logos, 100% Polyester Flag Material Includes print, poles, bag and ground spike • Artwork will be provided to the supplier for print	Each	
21.	**EZI PLASTICS A5 DOUBLE SIDED DOCUMENT HOLDER CARD HOLDER**	• Sizes Pocket: A5 • Thickness: 20mm • Material: • Frame: Perspex • Print: thin paper • Colours: • QR Code paper: white • Print colour full colour with black and white QR code	Each	
22.	**PRINTING OF CAREER GUIDANCE PAMPHLETS**	• Size: A4 • Finish: 135gsm matt finish • Page numbers: 1x double-sided print • Colour: full colour throughout	Each	

ITEM NO.	ITEM HARD	SPECIFICATION	UNIT OF MEASURE	UNIT PRICE (INCLUDING VAT)
		• Material: the W&RSETA will provide a ready to print file		
TOTAL				

5. PERFORMANCE REQUIREMENTS

5.1 The service provider(s) will need to perform the required services as stipulated within the scope. The service provider must ensure that:

a) They shall always be available to the W&RSETA for the duration of the contract/engagement including both during normal working hours as well as after hours, as and when required.
b) They provide resources
c) They provide professional, responsive and efficient service at all times to fulfil the W&RSETA's requirements and as a service objective, telephone calls and emails should be answered/replied to promptly.

5.2 They can work under consistent and continuous pressure yet be able to maintain a supportive approach.

5.3 For the duration of the contract, the service provider(s) shall at the request of the W&RSETA, arrange for meetings, reports and/or feedback as agreed with the W&RSETA.

5.4 The elements of scope and other required services (reports, feedback, etc.) shall be aligned to the formats of the W&RSETA standard documentation and/or any instructions, examples, samples provided by the authorised W&RSETA official.

5.5 They work closely and engage with the W&RSETA team for all accounts of information, knowledge and understanding of the SETA's requirements for use in conjunction with their own specific data/material to enable the most accurate content, method of service provision, processes, reporting and project deliverables as per scope.

5.6 They abide by and follow any and/or all instructions provided to them by the W&RSETA.

5.7 All services requested and required by the W&RSETA are achieved in terms of the efficiency and effectiveness and within the required timelines.

5.8 No information is disclosed to any unauthorised persons and it remains the property of the W&RSETA and is maintained between themselves and the W&RSETA at all times.

5.9 The awarded bidders will be subjected to a Performance Management process to allow the W&RSETA to monitor, measure, manage, evaluate, report, and audit performance as per the following SLAs:

i. Quality of goods or services
ii. Delivery and timelines
iii. Communication and responsiveness
iv. Reliability and dependency
v. Customer service
vi. Overall satisfaction

6. QUANTITIES

6.1 The service provider shall be bound to execute all required services and supply all the required quantities in line with the purchase orders as per the scope determined by the W&RSETA as and when required.

7. PRODUCT ADHERENCE / BRAND CHANGES

7.1 In an event where a bidder offers a specific brand for an item and the bid is subsequently awarded to the bidder, it is required of the successful bidder to supply the brand throughout the contract/engagement period.

7.2 If the brand is discontinued, the W&RSETA must be notified of such an occurrence and agree on a substitute.

8. SAMPLES

8.1 The W&RSETA reserves the right to request samples of items to ensure that the goods comply with the specifications required. The cost associated with the supply of the samples shall be at the supplier's cost.

8.2 Such samples may be requested before or post the approval of the quotation.

8.3 If the samples are non-compliant then the delivery will not be granted until the supplier submits compliant samples.

8.4 Failure to submit samples when required by the W&RSETA may lead to a cancellation of the contract for that specific item/s.

9. ACCEPTANCE OF THE BID

9.1 The W&RSETA reserves the right:

a) To cancel and / or terminate the bid process at any stage, including after the closing date and/or after the presentation has been made, and/or after the bids have been evaluated and/or after the preferred bidder/s have been notified of their appointment.
b) Not to award and/or cancel this tender at any time and shall not be bound to accept the lowest or any bid.
c) To withdraw or amend the special conditions of contract (SCC) and terms of reference by notice in writing to all parties concerned.
d) To reject non-compliant products or goods that do not meet the W&RSETA's specifications and to terminate the contract should the supplier continue to fail to comply with the item specification.
e) To accept part of the tender rather than the whole tender.
f) To appoint a reserve bidder that can be utilised at any time during the contract when necessary.
g) To award contracts to more than one Supplier for the same item or category.
h) however preference will be given to Bidders that bid for full categories.
i) To award the contract to the second, third and fourth bidder, should the highest scoring bidder decline the award, fail to delivery during the course of the contract or in the case

where the highest scoring bidder is affected by non-performance in other W&RSETA contract/s.

j) To reject non-compliant products or goods that does not meet that W&RSETA's specifications and to terminate the contract should the Supplier continuous fail to comply with the item specification.

11. SOCIO-ECONOMIC OBJECTIVES

The W&RSETA strives to achieve socio economic objectives of the country to contribute to the upliftment of South Africa's people's lives. The promotion of socio-economic objectives through public procurement will be guided by the provisions of the Preferential Procurement Policy Framework Act, and Regulations of 4 November 2022, the Broad Based Black Economic Empowerment Act and their associated regulations and codes of good practice.

The W&RSETA Social Strategy will ensure promotion of the following specific goals:

a) Enterprises owned by black people.
b) Enterprises located in specific provinces, districts, W&RSETA, towns, townships, villages or rural areas.
c) Enterprises owned by black women, black youth and people who are disabled.
d) Cooperatives, civil society organisations and non-government organisations owned by black people.

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Form of evidence
SPECIFIC GOAL 1: HDI	Maximum 10		CIPC document, Valid BBBEE Certificate / Sworn Affidavit / Certified Copy of ID and Shareholder's certificate/ Certified copy of disability certificate
Black People ownership of 51% or more	5		
Women ownership of 51% or more	4		
People with Disability ownership	1		
SPECIFIC GOAL 2: PROMOTION OF LOCAL	Maximum 10		Valid BBBEE Certificate / Sworn Affidavit, Certified

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Form of evidence
ECONOMY & RDP			
Youth Ownership	3		
SMMEs (EMS/QSE)	2		
Local content	5		Completed and signed with relevant local content

12. EVALUATION PROCESS

12.1 Administrative Minimum Requirements		
Administrative Minimum Submission Requirements for Bidder Completion and Submission of Supporting Documentation	**Yes**	**No**
Bidder must fully complete the Prescribed Standard Bidding Documentation (SBD 1, SBD 4, SBD 6.1. and GCC)		
Bidder must register on the Central Supplier Database (CSD) and must submit proof or registration		
Bidder must submit one (1) hardcopy of the Compliant and Technical Proposal		

TECHNICAL EVALUATION

The Technical threshold for this bid is 75%. Bids that fail to meet the 75% threshold, will not be considered for further evaluation. If no bidder scores 75% or more than the bid will be cancelled and readvertised.

Bids will be evaluated based on the criteria indicated below:

CRITERIA	GUIDELINES FOR APPLICATION OF CRITERIA	POINTS	FORM OF EVIDENCE
1. Company Experience	Company must have at least five (5) years of experience in ***supplying branding and promotional items*** to entities in the public and/or private sector. Experience will be measured in the number of years the company has delivered similar projects.		
	More than five (5) years of experience in supplying branding and promotional items to entities in the public and/or private sector.	40	Company Profile / Signed reference letters on a company letterhead.
	Five (5) years of experience in supplying branding and promotional items to entities in the public and/or private sector.	30	
	Less than five (5) years of experience in supplying branding and promotional items to entities in the public and/or private sector or irrelevant experience/evidence not submitted.	0	
2. Contactable References	Bidders are to provide at least five (5) records of past performance in the form of signed contactable reference / recommendation letters related to ***supplying branding and promotional items*** to entities in the public and/or private sector. The reference letter must be on the company letterhead, indicate specific deliverables, contact details of the referee and if the project was successfully completed projects. The project must have been completed within the last 5 years.		
	More than five (5) letters signed contactable reference / recommendation letters that meet the above requirements.	60	Signed reference letters on a company letterhead.
	Five (5) letters signed contactable reference / recommendation letters that meet the above requirements	45	
	Less than five (5) letters signed contactable reference / recommendation letters that meet the above requirements, or the letters do not meet the requirements above or irrelevant / incomplete / non-compliant reference letters.	0	
TOTAL		**100**	