

GPW- 2021/22-16

CLOSING DATE: 25 OCTOBER 2021

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS



## THE GOVERNMENT PRINTING WORKS

### REPUBLIC OF SOUTH AFRICA

#### INVITATION TO TENDER

**BID FOR THE DRAWING AND INSTALLATION OF FIRE EMERGENCY  
EVACUATION FLOOR PLANS FOR THE GOVERNMENT PRINTING WORKS**

**Tender number: GPW- 2021/22-16**

**CLOSING DATE: 25 OCTOBER 2021**

**NOTE TO TENDERERS:**

**PLEASE CAREFULLY READ THIS DOCUMENT, COMPLETE WHERE  
REQUIRED, INITIAL EACH PAGE AND SIGN IN FULL AT THE END**

**PRE-QUALIFICATION: Bids will be accepted only from tenderers having a  
stipulated BBBEE status level 1 and 2 contributors**

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**SECTION A****1. INTERPRETATION**

1.1 Reference to any gender implies also all other genders;

1.2 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:

1.2.1 "**Closing Date**" shall mean **25 OCTOBER 2021** not later than 11h00;

1.2.2 "**Conditions of Tender**" shall mean the conditions of tender set out in clause 11;

1.2.3 "**Constitution**" shall mean the Constitution of the Republic of South Africa, 1996;

1.2.4 "**GPW**" or "**Government Printing Works**" shall mean the Government Printing Works, a component of the South African government established under section 7A of the Public Services Act, 1994;

1.2.5 "**Highest Score**" shall mean the highest score obtained in stage 4 (four) of the selection process (i.e. score for price and B-BBEE after applying the relevant formula and table);

1.2.6 "**PAJA**" shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;

1.2.7 "**PFMA**" shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act for 2017;

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- 1.2.8 **"Procurement Act"** shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act for 2017;
- 1.2.9 **"Procurement Laws"** shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, the Procurement Act, practice notes and all other relevant laws and policies;
- 1.2.10 **"RFT"** or **"RFT Document(s)"** shall mean this request for tender and the Returnable Documents;
- 1.2.11 **"Returnable Documents"** shall mean the following documents:
- 1.2.11.1 Completed price schedule of this RFT;
  - 1.2.11.2 JV/Consortium agreement (if applicable);
  - 1.2.11.3 duly completed and signed Annexure SBD 1 – Invitation to Bid;
  - 1.2.11.4 duly completed and signed Annexure SBD 4 – Declaration of Interest;
  - 1.2.11.5 duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;
  - 1.2.11.6 duly completed and signed Annexure SBD 8 – Declaration of Past SCM Practices; and
  - 1.2.11.7 duly completed and signed Annexure SBD 9 - Certificate of Independent Bid Determination
  - 1.2.11.8 Submit copy of latest complete CSD report
  - 1.2.11.9 Submit valid certified copy of BBBEE certificate

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- 1.2.12 **“Respondent”** shall mean the person submitting a Tender (i.e. the Tenderer) in response to this RFT;
- 1.2.13 **“Tender”** or **“Tender Submission”** shall mean bid documents submitted in response to this RFT;
- 1.2.14 **“Premises”** shall mean GPW’s facilities where business operations are conducted - 83 Visagie Street, Pretoria, South Africa, 149 Bosman Street, Pretoria South Africa, 196 Paul Kruger Street, Pretoria, South Africa, 11 20th Avenue, Industria, Polokwane, South Africa; 5 Vincent Gardens Road Vincent East London, 3 First Street, Industrial Side Mafikeng, Van Der Hoff Richards Bay Avenue Zandfontein Pretoria West. Once service provider is appointed, they will visit all GPW offices in order to entrench and execute the project’s roll-out.)
- 1.2.15 **“Successful Respondent”** shall mean the Respondent to whom the Definitive Agreement is awarded through the process contemplated in this RFT;
- 1.2.16 **“Definitive Agreement”** shall mean the supply and services agreement to be concluded between GPW and the Successful Respondent substantially on the terms contained
- “Term Sheet”** shall mean the term sheet attached hereto Annexure D and which will form part of the Definitive Agreement;
- 1.2.17 **“Business Days”** shall mean any day other than a Saturday, Sunday and public holiday in South Africa;

## 2. INTRODUCTION AND GPW REQUIREMENTS

2.1 The Government Printing Works (GPW) is a government component reporting to the Minister of Home Affairs; with oversight by the Parliamentary Portfolio Committee on Home Affairs. It specialises in the printing and development of security media, including ballot Initial here obo Tenderer

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papers, Voters Roll, passports, visa, birth certificates, educational certificates, and Smart identity documents (ID) cards, examination materials, and a wide range of other high security printed media. GPW operates as a self-funded business within the regulated parameters of the Department of Home Affairs.

2.2 GPW boasts a rich history of producing high security documents (130 years). Security documents are documents containing embedded security features to protect the document against criminal attack, and GPW has adhered to the overall goal of security printing, which is to prevent forgery, counterfeiting and tampering that could lead to fraud and identity theft. Today, GPW ranks as one of the most progressive security printing specialists in Africa, with a high-tech production facility with world leading technologies.

2.3 GPW is registered with the following organisations as a security printer:

2.3.1 the International Government Printers Forum; and

2.3.2 Print SA

2.4 GPW is also recognised by a number of international security document management organisation, including ICAO.

2.5 Background

2.5.1 The Government Printing Works has four strategic branches with organisational information. These branches are:

2.5.1.1 Production and Operations

2.5.1.2 Human Resources

2.5.1.3 Financial Services

2.5.1.4 Strategic Management

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2.5.1.5 The evacuation plan is required on how GPW will evacuate the workplace in case of a fire. Drawing of plans will assist the GPW staff in which directions they should go to exit the building and not spent unnecessary time to gather as there is lack of signs of floor plans to assist with the evacuation of the building.

### 3. TENDER DOCUMENTATION

3.1 This document compact contains the following:

3.1.1 this RFT document consisting of pricing schedule;

3.1.2 Annexure A: interpretation;

3.1.3 SBD documents namely Annexure SBD 1 (invitation to bid); Annexure SBD 4 (declaration of interest), Annexure SBD 6.1 (preference point claim form), Annexure SBD 8 (declaration of past SCM practices) and Annexure SBD 9 (certificate of independent bid determination).

3.2 The Respondent shall check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description, or this document contains any obvious errors, the Respondent shall notify the contact person as indicated per paragraph 9.1 immediately for rectification. No responsibility or liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes.

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#### **4. EXTENT OF SERVICES**

##### **EMERGENCY ESCAPE PLANS MUST INDICATE LOCATIONS OF:**

1. Fire extinguishers
2. Fire hose reels
3. Fire alarm call points
4. First aid equipment
5. All possible escape routes
6. Evacuation chairs
7. Assembly points

#### **DESIGN REQUIREMENTS**

The following requirements shall be met by any escape plan

1. The exact location of the user shall be indicated on the escape plan
2. Escape plans shall use colour
3. The background of an escape plan shall have the safety colour white
4. The minimum size of an escape plan shall be A3
5. The orientation of the plan as displayed shall be related to the viewer
6. Escape plans shall have a legend
7. Escape plans shall have a standardized header, including the words "Escape plan"
8. Escape plans shall show the position of the assembly points as part of the escape plan detail or on an overview plan
9. The building name, floor number, drawing sheet number, plan number, and date in the lower left corner
10. Evacuation routes and exit arrows
11. "You Are Here" indicated by a blue dot
12. The location of the fire alarm control panel (FACP) regardless of whether or not it is located on a different floor
13. Restroom symbols indicating HC access where provided

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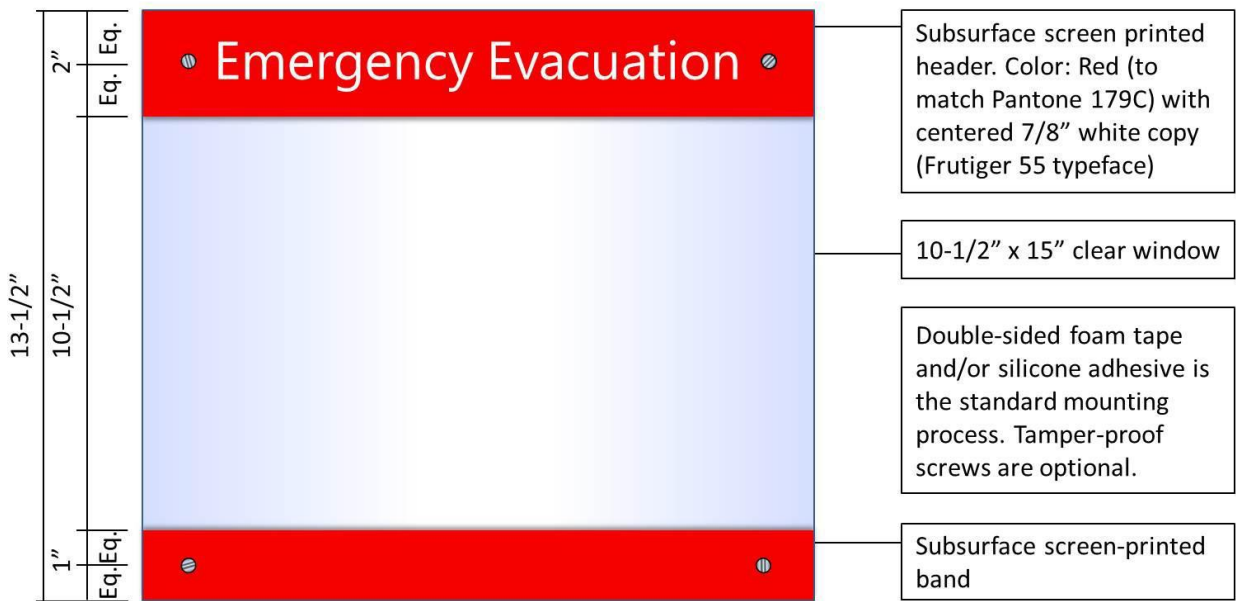


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- 14. Accessible entrance indications (HC symbol)
- 15. Elevators, exit stairways and stairway numbers with exit levels indicated
- 16. All drawing will comply with the national building regulations and specification.
- 17. Drawing will be certified by registered fire engineer.

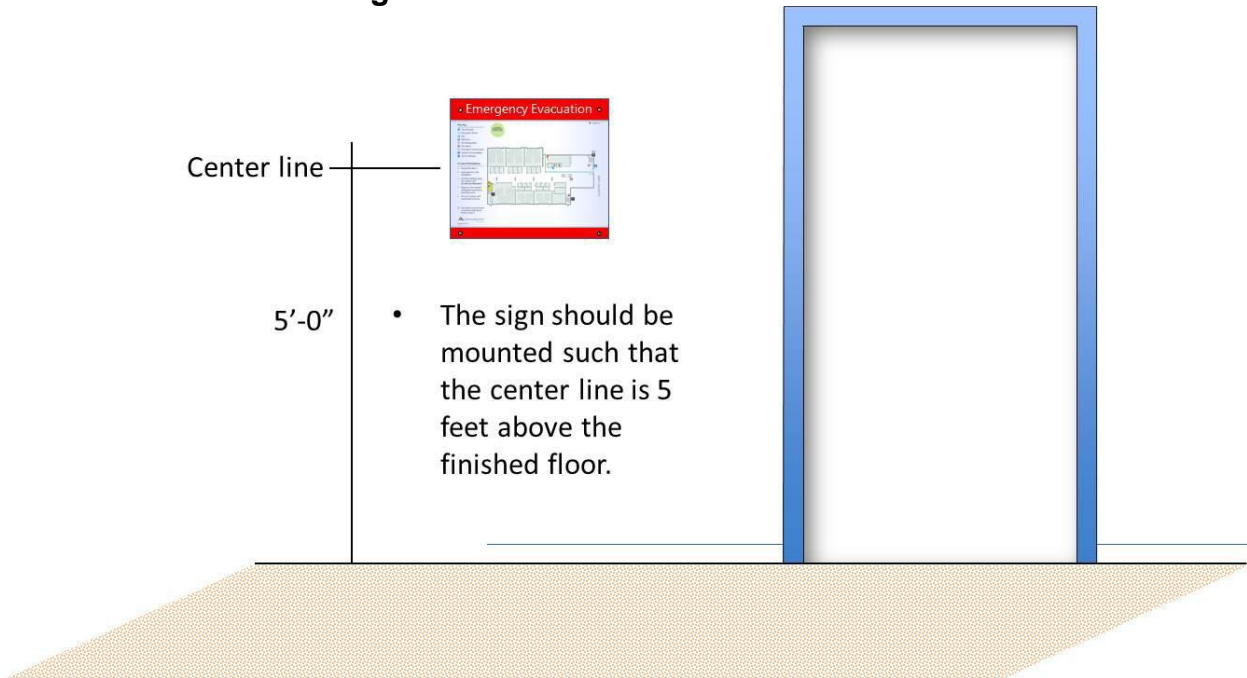
**PLAN HOLDER SPECIFICATIONS**



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**Installation and Mounting**



**Costing required as follows:**

- i. Measure and document existing building
- ii. Evacuation plan

<u>Number</u>	<u>Site</u>	<u>Pricing including VAT</u>
1	149 Bosman Street Head office	
2	83 Visagie Street Passport factory	
3	No3 First Street, Industrial Site Mmabatho Regional Office	

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<b>4</b>	<b>No 11 20<sup>th</sup> Street, Industrial Area Polokwane Regional Warehouse</b>	
<b>5</b>	<b>Verify the existing conditions, re-measure and prepare floorplans towards the fire evacuation plan of all the buildings</b>	
<b>6</b>	<b>Recoverable disbursements for all buildings</b>  <b>Travelling cost</b>  <b>Printing of documents</b>	
<b>7</b>	<b>% charged of when the project period runs extensively before contract signing.</b>	
	<b>TOTAL COST</b>	

#### 4 IMPORTANT DATES AND TIMES

##### 4.1 Key Dates and Activities

The table below lists certain key dates and activities relevant from time of issuance of this RFT until the Closing Date:

<b>No</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
1	RFT Documents available for collection	23 SEPTEMBER 2021	24 OCTOBER 2021
3	Last date to submit written clarification questions	23 SEPTEMBER 2021	15 OCTOBER 2021
4	Last date for GPW to respond to written questions, if any, in writing	16 OCTOBER 2021	20 OCTOBER 2021

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5	Tender submissions due (Closing Date)		<b>25 OCTOBER 2021</b>
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- 4.2 Any time or date in this RFT is subject to change, at the discretion of GPW. The establishment of a time or date in this RFT does not create an obligation on the part of GPW to take any action, or create any right in any Respondent that any action be taken, on the date established or on any other date. GPW may in its sole discretion vary or extend any time or date in this RFT.

## **5 COMPULSORY BRIEFING SESSION**

***Due to covid GPW will not have a compulsory briefing session but interested Service Providers are welcome to email to Mr. V Mathebula at [Vutomi.mathebula@gpw.gov.za](mailto:Vutomi.mathebula@gpw.gov.za) for clarification.***

## **6 ADDITIONAL INFORMATION AND ENQUIRIES**

- 6.1 To enable the Tenderer to attain a reasonable degree of understanding of GPW's requirements under this RFT, Tenderers may submit written questions via e-mail to the contact person as indicated per Section A paragraph 9.1 of this RFT document, until close of business on **15 October 2021** GPW will, in its reasonable discretion, endeavour to answer in writing before 16h00 on **20 October 2021**. All questions received by GPW and their corresponding answers will be shared with all respondents (without disclosing the identity of the Tenderer who asked the question).

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**7 TENDER SUBMISSION**

7.1 Respondents are requested to initial each page of the RFT Document and sign in full where appropriate.

7.2 Tender Documents must be submitted:

7.2.1 in duplicate hard copies (i.e. 1 original and 1 copy of the original) no later than the Closing Date; and

7.2.2 deliver Returnable Documents to:

TENDER BOX	HAND DELIVERY
The tender box is situated:  Adjacent to the main entrance, 149 Bosman Street, PRETORIA Republic of South Africa	Ms N Lekgowe Government Printing Works Supply Chain Management Section Room 17 149 Bosman Street PRETORIA Republic of South Africa

7.3 All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.

7.4 The documentation must be completed in black ink and only hard copies of the completed RFT must be submitted. Please note that no e-mail submissions will be accepted.

7.5 No late Tender Submission will be accepted regardless of how late it is.

**8 JOINT VENTURES/CONSORTIUMS**

8.1 No Joint Venture or subcontracting is allowed.

**9 COMMUNICATION**

9.1 All communication between the Respondents and GPW before the Closing Date must be made to the following GPW officials:

<u>Bidding procedures</u> Ms. N Lekgowe e-Mail address: <a href="mailto:Noko.Lekgowe@gpw.gov.za">Noko.Lekgowe@gpw.gov.za</a>	<u>Technical matters</u> Mr. Vutomi Mathebula e-Mail address: <a href="mailto:Vutomi.Mathebula@gpw.gov.za">Vutomi.Mathebula@gpw.gov.za</a>
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9.2 A Tender Submission will be disqualified should any attempt be made by the submitting Respondent either directly or indirectly to canvass any officer or employee of GPW in respect of this RFT between the Closing Date and the date of the award of the contract.

## **10 SERVICE LEVEL AGREEMENT**

10.1 Successful Respondents will be required to sign the Service Level Agreement prepared by GPW attorneys.

10.2 Any appointment made by GPW pursuant to this RFT will be subject to execution of the Service Level Agreement whether or not this is specifically mentioned in any appointment letter issued by GPW.

10.3 Any Respondent who fails to sign the Service Level Agreement within a reasonable time stipulated by GPW shall be deemed, at GPW's discretion, as having been unsuccessful and shall be notified accordingly by GPW.

10.4 The Service Level Agreement will contain the usual terms found in these types of agreements but substantially in line with the general conditions of contract, 2010 ("GCC") (attached). GPW reserves the right to deviate from the provisions of the GCC as it deems appropriate in order to, amongst other things, protect its interests and ensure that its orders are given priority by the Successful Respondents. This will include GPW requiring that Successful Respondents create certain levels of capacity to accommodate GPW's urgent requirements as and when required.

10.5 All Successful Respondents shall be in full and complete compliance with any and all applicable laws and regulations.

## **11. PRE-QUALIFICATION AND EVALUATION**

11.1 Only bids from EME OR QSE suppliers at BBBEE contribution levels 1 to 2 will be accepted. For qualification, bidders must submit valid BBBEE Certificates or valid Sworn Affidavits.

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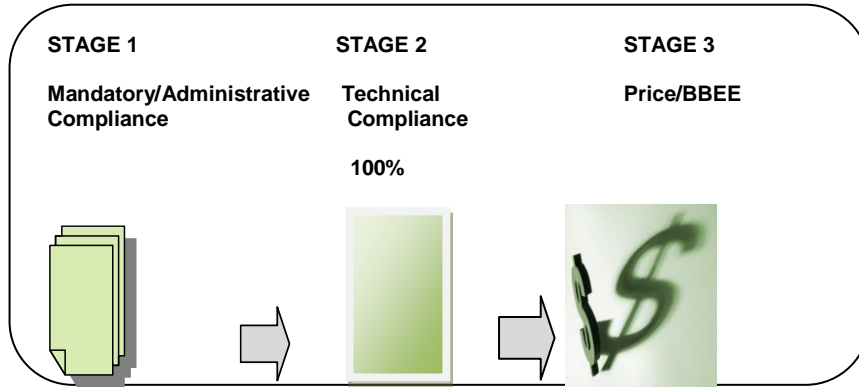
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12. **GPW will utilise the methodology and criteria, as defined per Table 12.1(a) below, in selecting the successful Tenderer.**



### 12.1 Stage 1: Mandatory and Administrative Compliance

Tenderers must submit the following mandatory documents to qualify to proceed to Stage 2 for further evaluation. Failure to submit any of the below listed document will lead to disqualifications:

ITEM NO	DESCRIPTION
1	CIPC (Company and Intellectual Commission printout) CKS
2	Latest complete copy of CSD report
3	Fully completed, initialed and signed tender document
4	Duly signed and completed Bid Price Details of this RFT
5	Duly completed Annexure ONE – Technical Specifications
6	In case of a JV/dealer/agency – bidder to submit agreement confirming supplying arrangements
7	Duly signed Annexure B – Term Sheet;

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8	Duly completed and signed Annexure SBD 1 – Invitation to Bid;
9	Duly completed and signed Annexure SBD 4 – Declaration of Interest;
10	Duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;
11	Duly completed and signed Annexure SBD 8 – Declaration of Past SCM Practices;
12	Duly completed and signed Annexure SBD 9 - Certificate of Independent Bid Determination

## 12.2 Stage 2: Technical/Functionality Evaluation

GPW seeks to appoint a service provider with vast experience in providing similar service for government institutions and or private entities. Need to submit CKS registration of the company to verify the years of experience of the company.

<b>12.2.1 Company Experience (30 points)</b>			
<b>Item Number</b>	<b>Criteria</b>	<b>Weight</b>	<b>Bidder's Score</b>
1.1	less than 5 Years' experience	0	
1.2	6- 10 Years' experience	10	
1.3	11- 15 Years of experience	20	
1.4	16 Years of experience and above	30	

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<b>12.2.2 Architect and Project Manager Experience (30 points)</b>			
Qualifications, Experience and skills capacity of the Bidder (Architect (submit certified copy of degree/national diploma) and Fire Engineer (submit certified copy of degree/national diploma))			
Submit copy of CV (with Certified supporting documents)			
<i>The point out of 30 will be allocated by calculating the average number of years experience for both Architect and Fire Engineers experience and skills</i>			
Item Number	Criteria	Weight	Bidder's Score
2.1	Degree/National Diploma with 0 to 5 year of experience	0	
2.2	Degree/National Diploma with 6 to 10 years of experience	10	
2.3	Degree/National Diploma with 11 to 15 years of experience	20	
2.4	Degree/National Diploma with 16 years of experience and above	30	

<b>12.2.3 References (20 points)</b>			
Submit 3 reference letters not older than 5 years' from government institutions and or private entities of evacuation plans done.			
Item Number	Criteria	Weight	Bidder's Score
3.1	No reference letter attached	0	
3.2	1 signed reference letters attached	10	
3.3	2 signed reference letter attached	15	
3.4	3 signed reference letters attached	20	
<b>12.2.4 Technical Proposal (20 Points)</b>			
i. breakdown per building			
ii. infrastructure development (design and implementation)			
iii. plan approval of the existing structure			
iv. timelines			
v. deliverables			

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Item Number	Criteria	Weight	Bidder's Score
4.1	Proposal not provided	0	
4.2	Proposal provided but not fully covering all elements of service requirements	10	
4.3	Proposal provided fully covering all elements of service requirements	20	
	<b>TOTAL POINTS</b>	<b>100</b>	
	<b>MINIMUM THRESHOLD</b>	<b>75</b>	

This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 75 out of 100 for functionality will be evaluated further and scored in terms of pricing and B-BBEE as indicated hereunder.

### 12.3 Stage 3: Price and B-BBEE

The following weighting will apply to price and B-BBEE in accordance with the provisions of the relevant Procurement Laws:

12.3.1 Procurement with a Rand value up to R50 000 000,00 – the 80/20 scoring system:

Evaluation Criteria	Final Weighted Score
Price	80
B-BBEE	20
<b>TOTAL SCORE</b>	<b>100</b>

12.3.2 GPW will utilise the following formula in its evaluation of price:

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

PS = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = Price of lowest acceptable bid

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12.3.3 Broad-Based Black Economic Empowerment criteria preference points will be awarded to a Respondent for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

12.3.4 Procurement with a Rand value of R50 000 000,00 and above – the 90/10 scoring system:

Evaluation Criteria	Final Weighted Score
Price	90
B-BBEE	10
<b>TOTAL SCORE</b>	<b>100</b>

12.3.5 GPW will utilise the following formula in its evaluation of price:

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

PS = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = Price of lowest acceptable bid

12.3.6 Broad-Based Black Economic Empowerment criteria preference points will be awarded to a Respondent for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3

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7	2
8	1
Non-compliant contributor	0

Respondents who do not provide their verification certificates or who are non-compliant shall receive a zero score for B-BBEE.

### 13 SPECIAL CONDITIONS

13.3 Failure to complete any of the Returnable Documents, where applicable, in accordance with the instructions contained therein, or otherwise comply with other provisions contained in this RFT, may disqualify Respondents, at GPW's discretion.

13.4 GPW reserves the right to:

13.4.4 make no award (e.g. reject all Tender Submissions) or award only a portion of the services required under this RFT;

13.4.5 cancel this RFT or any part thereof at any time;

13.4.6 not necessarily accept the Tender Submission obtaining the Highest Score;

13.4.7 reject any Tender that:

13.4.7.1 fails to commit to the key deliverables required by this RFT;

13.4.7.2 is submitted not as set out in clause 7;

13.4.7.3 contains any information that is found to be incorrect or misleading in any way; or

13.4.7.4 is not completed in full and/or initialled as required.

13.5 During the evaluation process, no change in the content of Tender Submissions shall be sought, offered or permitted.

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- 13.6 GPW reserves the right to seek clarity or confirmation on the information submitted. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids. GPW will only allow questions be asked to bidders for clarification needed to evaluate their bids but should not ask or permit bidders to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses will be made in writing.
- 13.7 Respondent's delivery of a Tender Submission constitutes acceptance by Respondent of the Conditions of Tender.
- 13.8 This RFT is an invitation to the Respondent to make an offer to GPW. No binding contract or other understanding will exist between GPW and the Respondent unless and until the Definitive Agreement is entered into. Nothing in this RFT or any other communication made between GPW (including its officers, employees, advisers and representatives) and the Respondent will constitute an agreement or representation that GPW will offer, award or enter into a contract.
- 13.9 GPW reserves the right in its sole discretion to amend, vary, or supplement any of the information, terms or requirements contained in this RFT, any information or requirements delivered pursuant to this RFT, or the structure and/or schedule of the RFT process, at any time up to **22 October 2021**. Respondents will have no claim against GPW or against any of its officers, employees, advisers and/or representatives with respect to the exercise of, or failure to exercise, such right.
- 13.10 Once the Respondent has submitted its Tender Submission, GPW will not accept or allow any material modification of the information contained in the Tender Submission unless agreed during the negotiations phase. No substitution of information or documentation by the Respondent will be permitted under any circumstance once the Respondent has delivered its Tender Submission.

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### 13.11 Validity Period

13.11.4 All Tender Submissions shall remain valid for 90 days from the Closing Date. GPW reserves the right to reject any Tender Submission that is valid for a period less than 90 days.

13.11.5 Tender Submissions, including pricing, will be considered to be firm throughout such period, based on the scope of services as specified in this RFT, and subject to the contractual documentation included in the RFT.

13.12 The Respondent's participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Respondent's sole risk, cost and expense. GPW will not be responsible, whether on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi-contractual, restitutionary or other grounds, for any costs or expenses incurred by the Respondent in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Respondent's participation in the RFT process. All costs associated with the submission of any additional requested information, the preparation thereof and attendance of clarification meetings, will be the sole responsibility of the Respondent.

13.13 This RFT will be governed by and construed in accordance with the laws of the Republic of South Africa.

13.14 Collusive Conduct; Improper Assistance; No Inducements.

13.15.1 As declared in the relevant Returnable Document, neither the Respondent nor any of its officers, employees, advisers or other representatives will engage in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process.

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13.15.2 Neither the Respondent nor any of its officers, directors, employees, advisers or other representatives will seek any assistance, other than assistance officially provided by GPW in conjunction with the RFT process, from any GPW employee, adviser or other representative with respect to this RFT process.

13.15.3 Neither the Respondent nor any of its officers, directors, employees, advisers or other representatives will make or offer any gift, gratuity, or other inducement, whether lawful or unlawful, to any of GPW's officers, employees, advisers or other representatives, with respect to this RFT process.

13.15.4 In addition to any other remedies available to it under any law or any contract, GPW reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a Respondent that engages in any conduct described in clauses 13.15.1 to 11.13.3

#### 13.16 Proprietary Rights in RFT and Tender Submissions

GPW shall own all intellectual property rights in the information and ideas developed during the procurement process, including any information and ideas reflected in this RFT (including its appendices and attachments) and in the Tender Submissions thereto except for any pre-existing intellectual property of the Respondent.

#### 13.17 Publicity

The Respondent shall not refer to GPW or this RFT in any of its publicity or advertising materials without GPW's approval which may be withheld at GPW's sole discretion.

#### 13.18 Decisions on Tenders

Initial here obo Tenderer

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BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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13.18.1 The decision by the Chief Executive Officer or other authorized delegate of GPW regarding the awarding of a contract shall be final.

13.18.2 Where a contract has been awarded on the strength of information furnished by the Respondent, which, after the conclusion of the relevant agreement, is shown to have been incorrect or misleading, GPW may, in addition to any other legal remedy it may have:

13.18.2.1 recover from the Respondent all costs, losses or damages incurred or sustained by GPW as a result of the award of the contract; and/or

13.18.2.2 cancel the contract and claim any damages which GPW may suffer as a result of having to make less favorable arrangements; and/or

13.18.2.3 impose on the Respondent, a penalty not exceeding five per cent of the value of the contract.

### 13.19 Notification

Where any offered product, service or condition differs from the requirements set forth in the RFT, it is the sole responsibility of the Respondent to notify GPW thereof.

### 13.20 Restriction from Tendering or Contracting

The Chief Executive Officer of GPW may, in addition to any other legal remedies GPW may have, determine that no offer from a Respondent should be considered, or determine that a contract should be cancelled, if the Chief Executive Officer is of the opinion that a Tender Submission or Respondent has:

13.20.1 failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement;

13.20.2 failed to react to written notices properly sent to it; or

Initial here obo Tenderer

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BIDDER NAME: \_\_\_\_\_

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13.20.3 offered or given a bribe or any other inducement, or has acted in a fraudulent manner or in bad faith or in any other improper manner.

13.21 Representation

13.21.1 Each Respondent hereby represents and warrants to GPW that the information provided herein is true and correct as at the Closing Date.

13.21.2 By signing this RFT Document, the Respondent is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFT, including those contained in the Returnable Documents and GPW will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

For and on Behalf of \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Who hereby warrants his /her authority

--- End of RFT Section A --

Initial here obo Tenderer

\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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**Annexure A****TERM SHEET: GPW-**

Terms defined in the RFT, to which this Term Sheet is an annexure, shall have the same meaning in this Term Sheet as assigned to them in the RFT. This Term Sheet sets out the key terms to be contained in the Definitive Agreement. The terms contained herein are not exhaustive and may be added to at GPW's sole and absolute discretion. Some of the mandatory requirements and conditions contained in the RFT may be repeated and/or amplified in the Definitive Agreement.

No.	Term	Details
1.	Parties	<ul style="list-style-type: none"> <li>Government Printing Works ("GPW");</li> <li>person submitting a Tender (i.e. the Tenderer) in response to this RFT ("Respondent"); and</li> <li>the Respondent to whom the Definitive Agreement is awarded through the process contemplated in this RFT ("Successful Respondent")</li> </ul> <p>(each a "Party" and together as "Parties").</p>
2.	Background and Purpose	To be set out substantially as set out in the RFT.
3.	Legal Effect	This Term Sheet sets out the key terms of the Definitive Agreement and is not in itself legally binding on the Parties, except that by signing and/or submitting this Term Sheet, the Respondent agrees to the terms contained herein and undertakes to enter into the Definitive Agreement substantially on the terms contained herein.
4.	RFT	All the provisions of the RFT, in particular the mandatory requirements and the Conditions of Tender, will be incorporated in the Definitive Agreement.
5.	Appointment	GPW to appoint the Successful Respondent to supply it with the Solution.
6.	Price	The contract price will be as set out in the Successful Respondent's Tender Submission. Prices to be all-inclusive (i.e. inclusive of any taxes, packaging, insurance, transportation, etc.)
7.	Payment	<p>Payment to be made as follows:</p> <ul style="list-style-type: none"> <li>25% (twenty five percent) of the contract price within 30 (thirty) calendar days from the date of GPW issuing an Order, subject to the Successful Respondent having issued GPW with a valid tax invoice.</li> <li>30% (thirty percent) of the contract price within 30 (thirty) calendar days of receipt of proof of shipment of the Solution, subject to the Successful Respondent having issued GPW with a valid tax invoice.</li> <li>35% (thirty five percent) within 30 (thirty) calendar days of Acceptance of Delivery (see definition under term 8) and subject to the Successful Respondent having issued GPW with a valid tax invoice.</li> <li>10% (ten percent) after 6 (six) months from the date of Acceptance of Delivery and subject to the Successful Respondent having issued GPW with a valid tax invoice.</li> </ul> <p>Payment will be made in Rand</p>

Initial here obo Tenderer

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BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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No.	Term	Details
8.	Delivery and transfer of ownership and risk	<p>The Delivery will be in three parts:</p> <ol style="list-style-type: none"> <li>1) First Report will be the presentation to MANCO of the Completed Knowledge Management Strategy and the Implementation including the pilot project phase,</li> <li>2) Second Report will be the presentation to MANCO of the completed full Solution, including the testing of the Solution with the necessary documents for MANCO's comments and input</li> <li>3) Final Report of the full completed Solution with amendments as recommended by MANCO in report (2), with all relevant documents. Ownership of, benefits in and risk to the Solution shall only pass to GPW after GPW has accepted delivery of the Solution and has confirmed in writing that it is satisfied with the quality and functioning of the Solution after it is installed and tested ("<b>Acceptance of Delivery</b>"). If GPW does not confirm its satisfaction with the quality and functioning of the Solution or does not indicate that it is not satisfied within 5 (five) Business Days after installation and testing, ownership of, benefits in and risk to the Solution shall pass from the Successful Respondent to GPW on the 6<sup>th</sup> (sixth) Business Day. If GPW indicates that it is not satisfied, the Successful Respondent shall, at its own costs, remedy the cause of complain within a reasonable time as specified by GPW until GPW confirms in writing that it is satisfied with the quality of the Solution. GPW's right to cancel the Definitive Agreement to be reserved.</li> </ol>
9.	Confidentiality	The provisions of the Definitive Agreement shall be kept strictly confidential, except when disclosure is required under any law or to give effect to the provisions of the Definitive Agreement.
10.	Infringement of Intellectual Property	The Solution should accord with the specifications, designs and instructions set out in the RFT. GPW shall not be liable for any infringement of any patent, trademark, copyright or manufacturing design and Successful Respondent to accept full responsibility for and indemnify GPW against any claims that may be brought against GPW by reason of any alleged infringement of a trademark, patent, copyright, design or otherwise arising out of the production, reproduction or use of the Solution or other documents in relation thereto. Despite this, the Successful Respondent shall not be relieved of liability to GPW in the event that the Successful Respondent is restrained from supplying the Solution and shall be liable to GPW for the full loss it sustains as a result of any breach under the Definitive Agreement. It shall be the responsibility and obligation of the Successful Respondent to contest any action brought against GPW which would attempt to restrain production, sale or distribution of the Solution or alleges any infringement of any trademark, patent, copyright or design by the Successful Respondent.
11.	Interest on late payments	Interest calculated at Libor rate plus 2% shall accrue on the outstanding balance of all amounts due and payable but unpaid by GPW under the Definitive Agreement. Such interest shall be calculated from the due date of each such overdue amount to the date of payment thereof and shall be paid by GPW on demand.
12.	Governing Law	The entire provisions of the Definitive Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the Parties shall irrevocably and unconditionally consent to the non-exclusive jurisdiction of the North Gauteng High Court of South Africa in regard to all matters arising from the Definitive Agreement.
13.	Consents	The Parties to each acquire and maintain all consents, approvals and/or authorisations which are necessary for the matters contemplated in the Definitive Agreement and to performance of their respective obligations under the Definitive

Initial here obo Tenderer

\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

No.	Term	Details
		Agreement.
14.	Compliance with Laws and Consents	Parties to comply with all relevant laws and consents. The Successful Respondent to indemnify GPW from and against any and all liabilities, damages, claims, fines, penalties, fees, costs and expenses of whatever nature arising out of or resulting from any failure by the Successful Respondent to comply with the relevant laws and obligations.
15.	Taxes	GPW shall be responsible for all South African taxes. The Successful Respondent shall be responsible for all foreign taxes.
16.	Consequential Loss	Neither Party shall be liable to the other under the Definitive Agreement or any applicable law, for any kind of indirect or consequential loss or damage (including loss of use, loss of profit, loss of any contract, loss of production or business interruption, loss of revenue) arising out of or in connection with the Definitive Agreement, except in relation to wilful misconduct or gross negligence.
17.	Validity period	All Tender Submissions shall remain valid for 90 days from the Closing Date. GPW reserves the right to reject any Tender Submission that is valid for a period less than 90 days.

\_\_\_\_\_  
Signed for and on behalf of the Respondent

Date:

Place:

**Name of Respondent**

\_\_\_\_\_  
\_\_\_\_\_

-- End of Annexure A --

Initial here obo Tenderer

\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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**Annexure SBD 1****PART A  
INVITATION TO BID**

BID NUMBER:	GPW- 2021/22-16	CLOSING DATE:	25 October 2021	CLOSING TIME:	11h00
DESCRIPTION	BID FOR THE DRAWING AND INSTALLATION OF THE FIRE EMERGENCY EVACUATION PLANS FOR THE GOVERNMENT PRINTING WORKS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Tender Box adjacent to the main entrance at: 149 Bosman Street, Pretoria, 0002					
By Hand (Courier Only): Ms Noko Lekgowe, Supply Chain Management Section, Room 17, 149 Bosman Street, Pretoria, 0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Noko Lekgowe		CONTACT PERSON	Vutomi Mathebula	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Noko.lekgowe@gpw.gov.za		E-MAIL ADDRESS	Vutomi.mathebula@gpw.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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		
<b>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.</b>					

Initial here obo Tenderer

\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS 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: .....

---end of document SBD 1 ---

Initial here obo Tenderer

\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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**Annexure SBD 4**

**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Siraj.Rizvi@gpw.gov.za Tel. (012) 748 6380

**DECLARATION OF INTEREST: TENDER GPW- 2021/22-16**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this RFT. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Respondent or its authorised representative declare its position in relation to the evaluating/adjudicating authority where the legal person on whose behalf the Tender is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the Tender.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**
  - 2.1 Full Name of Respondent's representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Respondent (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of Respondent: .....

<sup>1</sup> "State" means –

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

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

Initial here obo Tenderer

\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

2.5 Tax Reference Number (if any): .....

2.6 VAT Registration Number (if any): .....

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....  
Name of state institution at which you or the person connected to the Respondent is employed:

.....  
Position occupied in the state institution:

.....  
Any other particulars:

.....

.....

.....

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

2.7.2.1 If yes, did you attach proof of such authority to the Tender Submission?

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

Initial here obo Tenderer

\_\_\_\_\_



BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors/ trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the Respondent, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and/or adjudication of this Tender?

**YES / NO**

2.9.1 If so, furnish particulars:

.....  
.....  
.....

2.10 Are you, or any person connected with the Respondent, aware of any relationship (family, friend, other) between any other Respondent and any person employed by the state who may be involved with the evaluation and or adjudication of this Tender?

**YES / NO**

2.10.1 If so, furnish particulars:

.....  
.....  
.....

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\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

2.11 Do you or any of the directors / trustees / shareholders / members of the Respondent have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....  
 .....  
 .....

**3. DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Respondent

--End of Annexure SBD 4 --

Initial here obo Tenderer

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Annexure SBD 6.1**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 748 6380

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017****TENDER GPW-2021/22-16**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and

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BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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(j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

### 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

Initial here obo Tenderer

\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

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BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....  
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and

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BIDDER NAME: \_\_\_\_\_

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directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--

----end of document SBD 6.1---

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Annexure SBD 8

**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Siraj.Rizvi@gpw.gov.za Tel. (012) 748 6380

**TENDER GPW- 2021/22-16**

**DECLARATION OF RESPONDENT'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Tender of any Respondent may be disregarded if that Respondent, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

Item	Question	Yes	No
4.1	<p>Is the Respondent or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		

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BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

4.2	Is the Respondent or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004?  <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>). Follow the link and click on the icon “Register for the Tender Defaulters” (which you will find at the bottom of the page), or submit a request for a hard copy of the Register to facsimile number (012) 326 5445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Respondent or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Respondent and any organ of state terminated during the past five years on account of a failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Respondent**

--End of Annexure SBD 8 --

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Annexure SBD 9**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Siraj.Rizvi@gpw.gov.za Tel. (012) 748 6380

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:  
TENDER GPW-2021/22-16**

1. This Standard Bidding Document (SBD) must form part of all bids<sup>3</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that Accounting Officers and Accounting Authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes Accounting Officers and Accounting Authorities to:
  - 3.1 disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

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<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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BIDDER NAME: \_\_\_\_\_

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- 3.2 Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the Tender:

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying Tender for:

#### **BID FOR THE DRAWING OF FIRE EMERGENCY EVACUATION FLOOR PLANS FOR THE GOVERNMENT PRINTING WORKS**

in response to the RFT made by: **THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ that:

(NAME OF RESPONDENT)

- (i) I have read and I understand the contents of this Certificate;
- (ii) I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- (iii) I am authorized by the Respondent to sign this Certificate, and to submit the accompanying Tender, on behalf of the Respondent;

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BIDDER NAME: \_\_\_\_\_

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- (iv) Each person whose signature appears on the accompanying Tender has been authorized by the Respondent to determine the terms of, and to sign the Tender, on behalf of the Respondent;
  - (v) For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Respondent, whether or not affiliated with the Respondent, who:
    - (a) has been requested to submit a Tender in response to this RFT;
    - (b) could potentially submit a Tender in response to this RFT, based on their qualifications, abilities or experience; and
    - (c) provides the same goods and services as the Respondent and/or is in the same line of business as the Respondent.
6. The Respondent has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a Tender;

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<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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BIDDER NAME: \_\_\_\_\_

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- (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
  - (f) bidding with the intention not to win the Tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFT relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Respondent, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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 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 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Signatory

--End of document--

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## THE NATIONAL TREASURY

### Republic of South Africa



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### GOVERNMENT PROCUREMENT:

### GENERAL CONDITIONS OF CONTRACT

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\_\_\_\_\_

**July 2010**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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8. Inspections, tests and analysis
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## 34. Prohibition of restrictive practices

**General Conditions of Contract****1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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.

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- 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

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handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

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

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- 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 submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### **4. Standards**

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

### **5. Use of contract document 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.

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- 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

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- 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

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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

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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,

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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.

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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

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

21.1 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

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executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## 22. Penalties

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

## 23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within  
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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.

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

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

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

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

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

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

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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

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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.

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**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

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

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

**32. Taxes and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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