



## **THE GOVERNMENT PRINTING WORKS**

### **REPUBLIC OF SOUTH AFRICA**

#### **INVITATION TO TENDER**

**BID FOR THE MANUFACTURE, SUPPLY AND COMMISSIONING OF A WEB-FED PRINTING PRESS AND RELATED AUXILLIARY EQUIPMENT, TO THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA.**

**Tender number: GPW-M373**

**CLOSING DATE: 27 August 2018**

**NOTE TO TENDERERS:**

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

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## SECTION A

### 1 INTERPRETATION

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

1.1.1 "**Closing Date**" shall mean 27 August 2018 not later than 11h00;

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

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

1.1.4 "**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;

1.1.5 "**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);

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

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

1.1.8 "**Procurement Act**" shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act for 2017;

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1.1.9 "**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;

1.1.10 "**RFT**" or "**RFT Document(s)**" shall mean this request for tender and the Returnable Documents;

1.1.11 "**Returnable Documents**" shall mean the following documents:

1.1.11.1 duly signed and completed Section A & Section B (price schedule) of this RFT;

1.1.11.2 duly completed Annexure ONE – Technical Specifications;

1.1.11.3 Annexure A - Summary of environmental control and related requirements;

1.1.11.4 Annexure B – Layout drawing;

1.1.11.5 Annexure C – JV/Consortium Agreement (if applicable);

1.1.11.6 Annexure D – Details of reference site;

1.1.11.7 signed Annexure E – Term Sheet;

1.1.11.8 duly completed and signed Annexure SBD 1 – Invitation to Bid;

1.1.11.9 Annexure SBD 2 – Tax Clearance Certificate;

1.1.11.10 duly completed and signed Annexure SBD 4 – Declaration of Interest;

1.1.11.11 duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;

1.1.11.12 duly completed and signed Annexure SBD 8 – Declaration of Past SCM Practices; and

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1.1.11.13 duly completed and signed Annexure SBD 9 - Certificate of Independent Bid Determination.

1.1.12 **“Tenderer”** shall mean the person submitting a Tender in response to this RFT;

1.1.13 **“Tender”** or **“Tender Submission”** shall mean bid documents submitted in response to this RFT;

1.1.14 **“Premises”** shall mean the GPW’s production facility, situated at 83 Visagie Street, Pretoria, Republic of South Africa;

1.1.15 **“Successful Respondent”** shall mean the person to whom the Definitive Agreement is awarded through the process contemplated in this RFT;

1.1.16 **“Definitive Agreement”** shall mean the supply and services agreement to be concluded between GPW and the Successful Respondent substantially on the terms contained in the Term Sheet, together with all schedules to be attached thereto or referenced therein;

1.1.17 **“Term Sheet”** shall mean the term sheet attached hereto as Annexure E and which will form part of the Definitive Agreement; and

1.1.18 **“Solution”** shall mean:

1.1.18.1 an in-line paper roll unwinding system;

1.1.18.2 a four (4) unit printing press;

1.1.18.3 in-line sheeting and stacker devices; and

1.1.18.4 related software applications necessary to manage and control the entire equipment contemplated in Section A paragraphs 1.1.18.1 to 1.1.18.3 of this RFT as a single production system.

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## 2. INTRODUCTION AND GPW REQUIREMENTS

2.1 GPW is mandated to produce printed matter and related services on behalf of the Government of South Africa. These services include manufacturing a variety of documents of non-security nature, such as file-covers printed on kraft substrate (Milano Cover Board) and utilised by health services as patient records, police case-dockets, general filing stationery for government institutions and other business applications.

### 2.2 Requirements

2.2.1 At present, the GPW has a web-fed printing press with capacity to produce the requirements as per Section A par. 2.1 above. Being dilapidated, the GPW wishes to replace its existing press with a modern new, web-fed printing press with capacity to print file covers on kraft substrate with a mass up to 200 g/m<sup>2</sup>

2.2.2 The Solution offered must incorporate the highest possible level of automation, in support of the GPW's vision to maximise the accuracy / quality of its output by means of reducing the risk associated with human intervention during production operations.

2.2.3 Only Solutions which are commercially available at the time of the proposal's closing date, will be considered (no bids for future solutions will be accepted).

2.3 It is important that the Solution offered is locally supported from a spare-part, service and consumable perspective. After commissioning of the Solution, the GPW will enter into a maintenance agreement with the Successful Respondent, with the objective to maintain the Solution in a state of readiness.

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2.4 The purpose of this RFT is to identify, in compliance with the Procurement Laws, an appropriate and suitably qualified Respondent with whom GPW will conclude the Definitive Agreement.

### **3. TENDER DOCUMENTATION**

3.1 The document compact contains the following:

3.1.1 this RFT document consisting of Sections A & B respectively;

3.1.2 Annexure ONE: technical specifications;

3.1.3 Annexures A to E; and

3.1.4 SBD documents namely Annexure SBD 1 (invitation to bid); Annexure SBD 2 (tax clearance certificate), 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 Tenderer 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 Tenderer shall notify the contact persons 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.

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

In terms of this tender, the Successful Respondent will be responsible for the following:

4.1 manufacturing, supply and commissioning of the Solution;

4.2 the GPW will nominate personnel designated to operate the Solution. The Successful Respondent will train the nominated GPW personnel

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to a level of competency where such personnel can operate the Solution independently; and

4.3 providing the GPW, after commissioning of the Solution, with such maintenance services as may be necessary to maintain the Solution in a state of readiness.

## 5. IMPORTANT DATES AND TIMES

### 5.1 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:

No	Description	Date and Time
1	RFT Documents available for collection	3 August 2018 from 10h00
2	Last date to submit written clarification questions	13 August 2018 at 16h00
3	Last date for GPW to respond to written questions, if any, in writing	15 August 2018
4	Closing Date	27 August 2018 at 11h00

5.2 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 Tenderer 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.

## 6. ADDITIONAL INFORMATION AND ENQUIRIES

6.1 To enable the Respondent to attain a reasonable degree of understanding of GPW's requirements under this RFT, Respondents may submit written questions via e-mail to the contact persons as indicated per Section A paragraph 9.1 of this RFT document, until 16h00 of business on 13 August 2018.

GPW will, in its reasonable discretion, endeavor to answer in writing before 16h00 on 15 August 2018. All questions received by GPW and

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their corresponding answers will be shared with all Respondents (without disclosing the identity of the Tenderer who asked the question).

6.2 After collection of documentation from the GPW, it is kindly requested that Respondents will submit to GPW contact details, such as a contact person's name, telephone number, email address, etc. which GPW will rely on to effect the communication as indicated per Section A par. 6.1 above.

## 7. TENDER SUBMISSION

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

7.2 Tenders 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 Anna-Marie du Toit Government Printing Works Supply Chain Management Section Room 16 149 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.

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## 8. JOINT VENTURES/CONSORTIUMS/ AGENCY ARRANGEMENT

- 8.1 If contemplating a JV or consortium, Tenderers should submit a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party. The agreement should also state in very clear terms that the parties will be jointly and severally liable to GPW, despite the split of business and associated responsibilities.
- 8.2 In the case of incorporated JV or consortium, the incorporate JV or consortium must submit a valid B-BBEE verification certificate in its registered name.
- 8.3 In the case of unincorporated JV or consortium, the unincorporated JV or consortium must submit a consolidated valid B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFT in particular.
- 8.4 If contemplating an agency arrangement, then the Respondent must submit documentary evidence of such arrangement.
- 8.5 Documentation pertaining to par. 8.1 to 8.4, if applicable, must be submitted as Annexure A, being part of the Returnable Documents.

## 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 Anna-Marie du Toit e-Mail address: <a href="mailto:Annamarie.DuToit@gpw.gov.za">Annamarie.DuToit@gpw.gov.za</a> Tel: +27 12 748 6292	<u>Technical matters</u> Mr Siraj Rizvi e-Mail address: <a href="mailto:Siraj.Rizvi@gpw.gov.za">Siraj.Rizvi@gpw.gov.za</a> Tel: +27 12 748 6380
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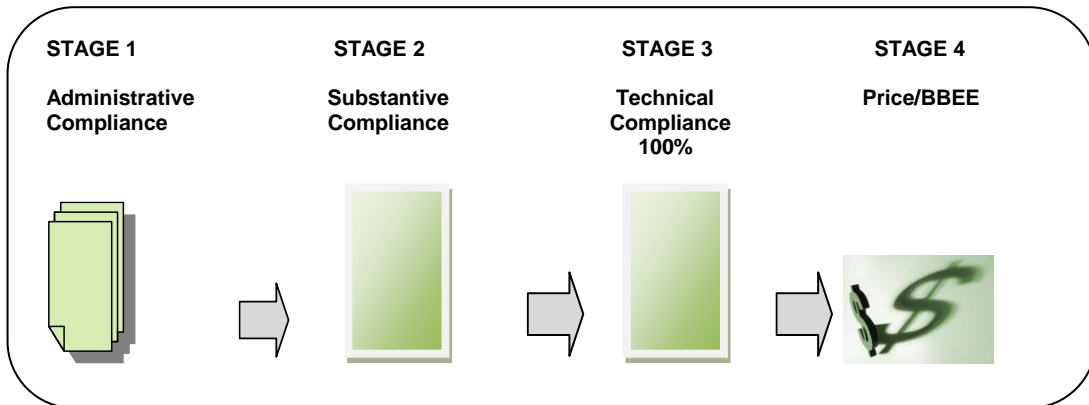
- 9.2 A Tender Submission will be disqualified should any attempt be made by the submitting Tenderer either directly or indirectly to canvass any officer or employee of GPW in respect of this RFT between the Closing Date and the date of the award of the contract.

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## 10. PRE-QUALIFICATION AND EVALUATION

10.1 GPW will utilise the methodology and criteria, as defined per Table 10.1(a) below, in selecting the successful Tenderer.



**Table 10.1(a) Methodology and criteria**

### 10.1.1 Stage 1: Administrative Compliance

All the following questions must be answered “Yes” by GPW in respect of each Tender Submission in order for such Tender Submission to progress to Stage 2 for further pre-qualification.

ITEM	QUESTION	ANSWER (YES/NO)
1.	Was the Tender Submission submitted on time?	[only for GPW to answer]
2.	Have all the Returnable Documents been submitted?	[only for GPW to answer]
3.	Are all the Returnable Documents valid? (i.e. not altered by the Tenderer). Tenderers are not allowed to amend and/or produce their own versions of the Returnable Documents provided by GPW, except on prior written consent from GPW.	[only for GPW to answer]

### 10.1.2 Stage 2: Substantive Compliance

GPW must be satisfied, in its sole discretion, that each Tender Submission has passed the substantive compliance test. The substantive compliance test will entail the following assessments:

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ITEM	ASSESSMENT	(YES/NO)
1.	Assess whether the Returnable Documents have been comprehensively filled in (where appropriate), stamped and/or signed.	[only for GPW to answer]
2.	Assess whether the Tender Submission is complete, with pricing, etc.	[only for GPW to answer]

### 10.1.3 Stage 3: Technical Compliance

#### 10.1.3.1 Information requirements

Any column contained in Annexure ONE hereto, where “*State details*” is required, is not mandatory information, however, the GPW requires such information for planning purposes.

#### 10.1.3.2 Mandatory requirements

Any column contained in Annexure ONE hereto, where “*Accept*” and “*Do not accept*” respectively are required, are critical for purposes of this RFT. Any Respondent who fails to respond to any specific requirement or indicates (with “x” or “√”) that it does not accept any specific requirement, may be disqualified, at the discretion of GPW.

10.1.3.3 The mandatory requirements will be incorporated by reference and form part of the Definitive Agreement.

10.1.3.4 By accepting the mandatory requirements, each Respondent represents and warrants to GPW that, as at the Closing Date, it has the ability to supply the Solution in accordance with such requirements.

10.1.3.5 GPW will assess the Respondent’s response to Annexure ONE as follows:

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ITEM	REQUIREMENT	TENDERERS RESPONSE (YES OR NO)
1	Did the Tenderer fully complete the questionnaire (i.e. provide a response to each item on the technical specifications?)	[only for GPW to answer]
2	Did the Tenderer accept all mandatory items of the technical specifications - in particular Annexure ONE Section 2 par. 2.9	[only for GPW to answer]

10.1.4 GPW will confirm each of the above answers from the documentation submitted by the Tenderers. Should any Tenderer fail to respond to any item on the technical requirements (as contained per Annexure ONE), such Tenderer will be regarded as having answered “Not Accepted”, which will disqualify such Tenderer.

#### 10.1.5 Stage 4: Price and B-BBEE

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

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

Evaluation Criteria	Final Weighted Score
Price	80
B-BBEE	20
TOTAL SCORE	100

10.1.5.1.1 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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10.1.5.1.2 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

10.1.5.2 Procurement with a Rand value above R50,000,000 – the 90/10 scoring system

Evaluation Criteria	Final Weighted Score
Price	90
B-BBEE	10
TOTAL SCORE	100

10.1.5.2.1 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

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10.1.5.2.2 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>B-BBEE Status Level of Contributor</b>	<b>Number of Points</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

## **11. CONDITIONS OF TENDER**

11.1 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 Tenderers, at GPW's discretion.

11.2 GPW reserves the right to:

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

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

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

11.2.4 reject any Tender that:

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

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- 11.2.4.2 is submitted not as set out in clause 7;
  - 11.2.4.3 contains any information that is found to be incorrect or misleading in any way; or
  - 11.2.4.4 is not completed in full and/or initialled as required.
- 11.3 During the evaluation process, no change in the content of Tender Submissions shall be sought, offered or permitted.
- 11.4 After the Closing Date, GPW may request additional information, clarifications or verifications with respect to any of the Tender Submissions. The Tenderers shall respond within the timeframes as set by GPW.
- 11.5 GPW may, at its sole discretion, call upon Tenderers to attend clarification meetings.
- 11.6 Tenderer's delivery of a Tender Submission constitutes acceptance by Tenderer of the Conditions of Tender.
- 11.7 This RFT is an invitation to the Tenderer to make an offer to GPW. No binding contract or other understanding will exist between GPW and the Tenderer 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 Tenderer will constitute an agreement or representation that GPW will offer, award or enter into a contract.
- 11.8 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 15 August 2018. Tenderers 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.

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11.9 Once the Tenderer 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 Tenderer will be permitted under any circumstance once the Tenderer has delivered its Tender Submission.

#### 11.10 Validity Period

11.10.1 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.

11.10.2 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.

11.11 The Tenderer's participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Tenderer'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 Tenderer in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Tenderer'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 Tenderer.

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

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### 11.13 Collusive Conduct; Improper Assistance; No Inducements.

- 11.13.1 As declared in the relevant Returnable Document, neither the Tenderer 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.
- 11.13.2 Neither the Tenderer 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.
- 11.13.3 Neither the Tenderer 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.
- 11.13.4 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 Tenderer that engages in any conduct described in clauses 11.13.1 to 11.13.3

### 11.14 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

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and attachments) and in the Tender Submissions thereto except for any pre-existing intellectual property of the Tenderer.

#### 11.15 Publicity

The Tenderer 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.

#### 11.16 Decisions on Tenders

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

11.16.2 Where a contract has been awarded on the strength of information furnished by the Tenderer, 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:

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

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

11.16.2.3 impose on the Tenderer, a penalty not exceeding five per cent of the value of the contract.

#### 11.17 Notification

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

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#### 11.18 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 Tenderer 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 Tenderer has:

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

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

11.18.3 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.

#### 11.19 Representation

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

11.19.2 By signing this RFT Document, the Tenderer 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 Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

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Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018

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

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

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

Who hereby warrants his authority

--- End of RFT Section A ---

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**SECTION B****BID PRICE DETAILS TENDER GPW-M373**

**THIS DOCUMENT, CONTAINING THE PRICE DETAILS, TO BE SUBMITTED IN A SEPARATE ENVELOPE FROM OTHER DOCUMENTATION AND CLEARLY MARKED “BID PRICE DETAILS”**

1. Purchase cost.		State amount*
State an all-inclusive cost (including freight, packaging, insurance, etc.) for the supply and installation of the Solution, as defined per Annexure ONE hereto.		
2. Maintenance cost		State amount*
2.1	State the standard maintenance cost per annum, for the Solution offered, during the warranty period.	
2.2	State the standard maintenance cost per annum, for the Solution offered, during the first twelve (12) months outside the warranty period.	
<p><u>Note 1</u> Maintenance cost stated per RFT Section B par. 2.1 &amp; 2.2 must include the cost of a spare parts kit, as prescribed by the machine manufacturer for standard preventative maintenance, as well as labour cost to execute such standard preventative maintenance.</p>		
3. Training		State amount*
State the cost for on-site training of two (2) GPW operators for three (3) days @ eight (8) hours per day		
4. Incidental cost		State amount*
Are there any other incidental costs, which have not been included in RFT Section B par. 1 to 4 above? If so, please state.		

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	State amount*
Total (Section B paragraphs 1 to 4 above)	
VAT (if applicable)	
<b>TOTAL</b>	

\* Note

Respondents may quote prices in:

- ZAR; or
- their respective base currencies, e.g. USD, EURO, etc. In such event, the GPW will convert the quoted currency to ZAR for purposes of price evaluation, using the applicable exchange rates at 12h00 South African time on the Closing Date. Please note that, at the time of payment, the GPW will effect payment at the actual exchange rates on the day of payment.

**Name of Tenderer**

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## Annexure ONE

### Tender GPW-M373

1. The GPW wishes to procure a Solution which consists of a web-based printing press. The press must incorporate functionality capable of the following output:

1.1 in-line paper roll un-winding unit;

1.2 four (4) flexo printing units capable of:

1.2.1 printing one (1) over one (1) on the web; or

1.2.2 printing two (2) over one (1) on the web; or

1.2.3 printing two (2) over two (2) on the web; and

1.3 in-line sheeting and stacking units to deliver output in roll-to-sheet format.

2. This RFT is accordingly divided into two (2) sections, being:

2.1 Section 1 – Specifications: printing press and related auxiliary equipment.

2.2 Section 2 – Specification: general requirements

### **SECTION 1:**

#### **Specifications: Printing press and related auxiliary equipment**

##### **1.1 Roll un-winding system**

		Accept	Do not Accept
(a)	The Solution must incorporate a single paper roll un-winding system for paper infeed.		
(b)	The roll un-winding system must be capable of processing paper rolls with the following configuration:	Accept	Do not Accept
1.	sprocket free paper rolls		
2.	minimum web width of 440 mm (four hundred and forty mm)		

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		Accept	Do not Accept
3.	maximum web width of up to at least 880 mm (eight hundred and eighty mm)		
4.	web diameter of up to at least 1 000 mm (one thousand mm)		
5.	the un-winding unit must be delivered with a core shaft capable of processing paper rolls on a standard 76 mm (seventy six mm) core.		

(c) The roll un-winding system		Accept	Do not Accept
1.	The roll un-winding system must be ergonomically friendly e.g. include pneumatic roll lifting capacity (or other roll lifting mechanism) to assist the operator with loading paper rolls with weight of up to at least 750 Kg (seven hundred and fifty Kg) into the un-winding unit.		
2.	The roll un-winding system must be integrated with the printing press in a manner that provides automated control and synchronization between the roll un-winding system and the printing press.		
3.	It is required that the roll un-winding unit be fitted with a pneumatic disc-brake system (or any other system with efficient braking capability) that is integrated with the main printing press control system.		

### **1.2 Web in-feed system**

It is required that the roll in-feed system incorporates:		Accept	Do not Accept
(a)	an automated system for constant web tension control		
(b)	automated capacity for web alignment into the printing press		
(c)	automated web-edge control, capable of processing also 200 gr/m <sup>2</sup> kraft substrate (e.g. Milano Cover Board or similar)		

### **1.3 Printing press functionality**

		Accept	Do not Accept
(a)	The printing press must be configured with 4 (four) flexo printing units to support the following operations:		
	1. printing 1 (one) colour on a single side of the web in a single pass.		
	2. printing 1 (one) colour on both sides of the web (1 over 1) in a single pass.		

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			Accept	Do not Accept
(a)	3.	printing 2 ( two ) colours on one side and 1 (one) colour on the reverse side of the web (2 over 1) in a single pass.		
	4.	printing 2 ( two ) colours on both sides of the web (2 over 2) in a single pass.		

			Accept	Do not Accept
(b)		all printing plate cylinders must be manufactured from a material that avoids rusting and cylinder surface deterioration (e.g. stainless steel).		

(c) An integrated web processing unit is required that provides the following web processing functions:			Accept	Do not Accept
1.		up to 5 (five) scoring wheels for longitudinal cover board scoring (in the web direction), which are manually adjustable by the operator to suit different product requirements.		
2.		the web scoring wheels must be able to achieve a minimum gap of at least 5 mm (five mm) between scoring lines.		

(d) The printing press must:			Accept	Do not Accept
1.		be capable of high quality front-to-back print image registration when printing in duplex mode, adjustable as an operator's function from control desk.		
2.		be equipped with on-the-run side register adjustment of all plate cylinders, to ensure perfect image registration.		
3.		be of a heavy duty nature, capable of producing two shifts per day during the GPW's peak-load periods.		

(e)	State the maximum substrate weight which the printing press can process in relation to the following media grade:	
1.	cover board material (e.g. Milano Cover Board or similar) [a maximum weight of at least 200 (two hundred) g/m <sup>2</sup> is required].	<b>State details</b>

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**1.4 Job and press size specifications**

		Accept	Do not Accept
(a)	The press will mainly be used to produce file covers on a 200 (two hundred) g/m <sup>2</sup> kraft grade substrate		
(b)	The following are requirements which relate to GPW's current main product specification:		
1.	a file cover output delivered in output format of 350 mm (three hundred and fifty mm) high and 686 mm (six hundred and eighty six mm) wide. This output will be printed using a 686 mm (six hundred and eighty six mm) wide web; and		
2.	the Respondent's offer must include the supply of all necessary cylinders for the 4 (four) printing units, in the correct circumference, to deliver the product size as specified in Annexure ONE Section 1.4 (b)1 above. Should any other cylinder sizes be required in future, GPW will procure same as additional equipment.		

**1.5 Printing press cycle speed**

	Accept	Do not Accept
The web press must have a maximum cycle speed of up to at least 180 (one hundred and eighty) meters per minute.		

**1.6 Sheeting unit**

		Accept	Do not Accept
An integrated in-line sheeting unit must be included in the offer, to be configured for the following requirements:			
(a)	Must have web-alignment capacity for precision cutting registration.		
(b)	Must cater for the processing of a web width of up to 880 mm (eight hundred and eighty mm)		
(c)	Must be able to deliver the product as per Annexure ONE Section 1 par. 1.4(b)1 in 2-up format, i.e. a cut length of 700 (seven hundred) mm. <b>NOTE:</b> The output will be guillotined off-line by centre-cutting of the sheet.		
(d)	When sheeting an output format as defined per Annexure ONE Section 1 par. 1.4(b)1. above, the sheeting unit's cycle speed must match the maximum output rate received from the printing press		
(e)	Must be able to sheet substrate grades with weight up to 200 (two hundred) gr/m <sup>2</sup>		

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### 1.7 Stacking unit

An in-line stacking unit must be offered as follows:		Accept	Do not Accept
(a)	Capacity for automated delivery from the sheeting unit into the stacking unit		
(b)	The stacking unit must provide for a pile stack delivery height of at least 1 000 mm (one thousand mm)		
(c)	The stacking unit must:		
	1. allow for the operator to pre-define the final count quantities per pack, as may be required per job type; and		
	2. deliver output in separated counted packs (e.g. inserting tabs or other methodology to separate counted packs).		
(d)	The operator must be able to set up and make ready the sheeting/stacking unit from a central operator's console.		

### 1.8 Operator's control desk

		Accept	Do not Accept
(a)	The total Solution must be integrated around the main printing system, to operate as a single production resource.		
(b)	It is required that the Solution offered incorporates an operator's desk for centralised control of all web press functions and settings.		
(c)	The Solution must include capacity to provide standard operator's job control information, e.g. run quantity, run speed, quantity of copies printed, etc.		
(d)	The press must be JDF compliant based on CIP4 standards e.g. capacity to interface with the GPW's MIS system, to provide industry standard reporting e.g. number of book-blocks processed per hour, etc.		

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**SECTION 2:****2. General requirements****2.1 Environmental, layout drawings, equipment safety, etc.**

(a) Layout drawing		<b>Accept</b>	<b>Do not Accept</b>
Respondents must provide a sketch (drawing) of the Solution offered, presented in a manner so that the GPW can comprehend the recommended layout and detailed floor space allocations. This to be attached as Annexure B, being part of the Returnable Documents			
(b) Environmental control and related requirements		<b>Accept</b>	<b>Do not Accept</b>
Details of the following requirements must please be attached separately as Annexure A hereto:			
1.	the GPW requires a schedule of all requirements related to environmental control [e.g. room temperature, humidity control, etc.] which the GPW must provide to ensure optimum performance of the equipment offered.		
2.	all requirements related to the supply of services e.g. compressed air, etc. as may be applicable.		
(c) Safety		<b>Accept</b>	<b>Do not Accept</b>
1.	All components/equipment comprising the Solution shall be made safe for operation by suitable shrouding, screening, guards and insulating, as far as practicable, of all moving as well as stationery parts which may pose any danger to humans.		
2.	The total equipment offered shall lend itself to easy and convenient operation. All controls, switches, devices and instruments provided with the solution offered, shall be conveniently positioned and be readily accessible.		
(d) Control panels for each item of equipment offered, must be fitted with at least the following:		<b>Accept</b>	<b>Do not Accept</b>
1.	mains switch;		
2.	mains switch indicator (e.g. LED indicator); and		
3.	emergency stop switch.		

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**2.2 Manuals**

	Accept	Do not Accept
One copy of the operator’s instruction manual, in English, must be provided for each item of equipment offered.		

**2.3 Electrical supply**

	Accept	Do not Accept
All electrical components supplied with the total equipment offered, must operate on a 380-volt, three phase, 50 Hertz electrical supply or on a 230-volt, single phase, 50 Hertz electrical supply (Please note that the existing power supply available at the GPW must be used by the Supplier)		

**2.4 Technical support and maintenance**

(a) Information on service and maintenance routines for the Solution is required. Please state the following:	<b>State details</b>
1. the extent of daily operator-orientated maintenance required;	
2. the extent of weekly operator-orientated maintenance required; and	
3. the extent of monthly operator-orientated maintenance required.	

(b) If the GPW will require external support maintenance in addition to the operator-orientated maintenance as per Annexure ONE Section 2 par. 2.4(a) of this RFT, then state:	<b>State details</b>
1. frequency (in weeks) per maintenance session; and	
2. down-time (in hours) per maintenance session	

**2.5 Delivery lead time**

	State details
Please state delivery lead time offered (in weeks)	

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## 2.6 Warranty

		Accept	Do not Accept
(a)	The GPW requires a warranty on the Solution, to be at least 12 (twelve) months or 1 200 (one thousand two hundred) production hours, whichever occurs soonest, subject to fair wear & tear and providing the prescribed servicing is maintained by authorised personnel.		

		Accept	Do not Accept
(b)	The warranty shall cover faulty manufacture, design, material and workmanship for the application for which the total items of equipment are intended according to specification.		

		Accept	Do not Accept
(c)	If the Respondent is not the principal manufacturer of the whole item of equipment so warranted, the Respondent must also be unconditionally underwritten by the principal manufacturer of each component comprising the total items of equipment offered.		

		Accept	Do not Accept
(d)	The GPW requires the warranty to cover all expenditure for labour, spares and transport necessary to correct any defects to the total items of equipment, at the premises of the GPW.		

		Accept	Do not Accept
(e)	The GPW requires the warranty period to commence from the date of commissioning the Solution		

## 2.7 Packaging

		Accept	Do not Accept
	Measures must be taken by the Respondent to ensure that machine components are adequately packaged to protect the equipment against shocks, moisture and other damage.  The Respondent notes that the GPW will not accept delivery of any machines/equipment with visible damage whatsoever.		

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**2.8 Extent of commissioning service.**

		Accept	Do not Accept
(a)	The installation and commissioning service required by the GPW includes the receiving, inspection, conveying, un-crating, adjustment for operation, testing and demonstration of the total items of equipment offered prior to handing it over, to the satisfaction of the GPW.		

		Accept	Do not Accept
(b)	Electricity from the mains supply to the equipment will be provided by the GPW and the Respondent will be responsible for the wiring and connecting up of the total items of equipment offered.		

		Accept	Do not Accept
(c)	Installation and commissioning of the total items of equipment offered, is required to be undertaken by the Respondent to the designated position within the Premises. Respondents are invited to take cognisance of the layout, access entrances and other related information pertaining to the designated position for installation of the equipment.		

**2.9 Subcontracting**

		Accept	Do not accept
	Responses from Original Equipment Manufacturers (OEM) or Respondents in a Joint Venture with an OEM or Respondents in an agency arrangement with an OEM will be considered		

--End of Annexure ONE--

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**Annexure A****TENDER GPW-M373****SUMMARY OF SITE PREPARATION REQUIREMENTS**

Please provide a summary below of all requirements related to room temperature, humidity control, waste removal, compressed air, ventilation and others, as may be applicable, which the GPW must provide to ensure optimum performance of the Solution offered. The GPW assumes responsibility for the site preparation in accordance with the Respondent's requirements.

<b>DESCRIPTION OF REQUIREMENT</b>	<b>REQUIREMENT SPECIFICATION</b>

--End of Annexure A--

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**Annexure B**

**TENDER GPW-M373**

Respondents must provide a sketch (drawing) of the Solution offered, presented in a manner so that the GPW can comprehend the recommended layout and detailed floor space allocations. This to be attached as Annexure B, being part of the Returnable Documents.

--End of Annexure B--

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**Annexure C**

**TENDER GPW-M373**

**JOINT VENTURES/CONSORTIUMS/ AGENCY ARRANGEMENT**

All documentation, as referred to per Section A clause 8 of the RFT must be included here as Annexure C (if applicable), being part of the Returnable Documents.

--End of Annexure C--

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**Annexure D**

**TENDER GPW-M373**

The GPW expects that the offer must be based on a proven and fully operational solution.

Reference to at least one (1) site where the Respondent successfully commissioned a printing system, substantially similar to the Solution offered in response to this RFT, must be submitted as Annexure D, being part of the Returnable Documents.

--End of Annexure D--

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## Annexure E

## TERM SHEET TENDER GPW-M373

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"); and</li> <li>Successful Respondent ("Respondent")</li> </ul> (each a "Party" and together as "Parties").
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 Respondent to supply it with the Solution.
6.	Price	The contract price will be as set out in the Respondent's Tender Submission. Prices to be all-inclusive (i.e. inclusive of any relevant taxes, packaging, insurance, transportation, etc.).
7.	Payment	Payment to be made as follows: <ul style="list-style-type: none"> <li>25% (twenty five percent) of the contract price within 30 (thirty) days from the date of signature of the Definitive Agreement by all parties, subject to the Respondent having issued GPW with a valid tax invoice.</li> <li>35% (thirty five percent) of the contract price within 30 (thirty) days of receipt of proof of shipment of the Solution, subject to the Respondent having issued GPW with a valid tax invoice.</li> <li>30% (thirty percent) within 30 (thirty) days of Acceptance of Delivery (see definition under term 8) and subject to the 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 Respondent having issued GPW with a valid tax invoice.</li> </ul> Payment will be made in Rand or any other base currency, depending on what is agreed in the Definitive Agreement.
8.	Delivery and transfer of ownership and risk	Delivery shall be at a zone designated by GPW within the Premises. 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> ").

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No.	Term	Details
		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 Respondent to GPW on the 6 <sup>th</sup> (sixth) Business Day. If GPW indicates that it is not satisfied, the 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.
9.	Confidentiality	The provisions of this Term Sheet and those 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.	Warranties	Respondent to give warranties and undertakings as are usually found or reasonably expected in the agreements of the nature of the Definitive Agreement. Most warranties and/or undertakings would have already been given by the Respondent under the RFT.
11.	Packaging	Crating/Packaging of the Solution shall be of sufficient quality to protect the relevant component against any damage that may occur during transportation.
12.	Infringement of Intellectual Property	<p>The Solution must 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 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.</p> <p>Despite this, the Respondent shall not be relieved of liability to GPW in the event that the 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.</p> <p>It shall be the responsibility and obligation of the 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 Respondent.</p>
13.	Performance Security / Bond	During contract negotiation with the Successful Respondent, GPW may require a performance bond in the amount equal to 10% of the contract price.
14.	Interest on late payments	Interest calculated at Libor rate plus 2% (two percent) 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.
15.	Insurance	Insuring the Solution, until Acceptance of Delivery date shall be the responsibility of the Respondent.
16.	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.
17.	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

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No.	Term	Details
		Agreement.
18.	Compliance with Laws and Consents	Parties to comply with all relevant laws and consents. The 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 Respondent to comply with the relevant laws and obligations.
19.	Taxes	GPW shall be responsible for all South African taxes. The Respondent shall be responsible for all foreign taxes.
20.	Subcontracting	Sub-contracting will be allowed. GPW will accept responses from Original Equipment Manufacturers (OEM) or Respondents in a Joint Venture with an OEM or Respondents in an agency arrangement with an OEM
21.	Defects Guarantee	The Respondent shall guarantee that the Solution is free of defects. The Respondent shall (among other things) promptly at its cost repair, replace and/or make good any and all defects, omissions or damage that arise prior to Acceptance of Delivery. The Respondent shall bear all incidental costs, including any costs of removal, associated with the repair, replacement or making good of any defect. GPW may rectify any defect or deficiency at the Respondent's cost where the Respondent fails to do so within a reasonable time.
22.	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.
23.	Site Acceptance Test	<p>The Solution shall be tested or retested, as the case may be, whether it complies with the Testing Criteria, as soon as is reasonably practicable after its installation, but in any event not later than ten (10) Business Days after its installation. The Respondent shall give GPW five (5) Business Days' notice of the date on which tests will be carried out and any of GPW's representatives and/or its employees shall be entitled to be present when the tests are being carried out.</p> <p>It is recorded that representatives of GPW will conduct the tests or retests, as the case may be, and the Respondent shall supervise such tests or retests, as the case may be.</p> <p>The results of the tests or retests, as the case may be, shall be compiled and evaluated by GPW, with the Respondent's assistance where necessary, and finalised within two (2) Business Days.</p> <p>Should the Solution or part(s) thereof fail the tests or retests, as determined by GPW, the Respondent shall make such adjustments or modifications to the Solution or part(s) thereof, at its own cost, as may be deemed necessary or as may be required by GPW to ensure that the Solution or part(s) thereof operates in accordance with the Testing Criteria, and retest the Solution or part(s) thereof until such time that the Solution or part(s) thereof operates to the level contemplated in the Testing Criteria.</p> <p>Within five (5) Business Days ("Acceptance Period") of the Solution passing the tests or retests, as the case may be, GPW shall issue an acceptance letter confirming its acceptance of the Solution. If GPW fails to issue the acceptance letter or fails to indicate that the Solution or any part thereof did not pass the tests or retests as indicated above, GPW shall be deemed to have confirmed its acceptance of the Solution on the first Business Days immediately following the Acceptance Period.</p>

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No.	Term	Details
24.	Testing criteria	The Parties shall agree to and incorporate into the Definitive Agreement all applicable testing criteria to which the Solution and/or part(s) of the Solution must comply after installation.
25.	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.

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Signed for and on behalf of the Respondent

Date:

Place:

-- End of Annexure E --

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## Annexure SBD 1

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT PRINTING WORKS</b>			
BID NUMBER:	<b>GPW-M373</b>	CLOSING DATE:	27 August 2018
		CLOSING TIME:	11h00
DESCRIPTION: Manufacture, supply and commissioning of a new and complete web-fed printing press and related auxiliary equipment			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7)</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:			
Tender box adjacent to the main entrance at: 149 Bosman Street Pretoria 0002		By hand to: Ms Anna-Marie du Toit Supply Chain Management Section, Room 16 149 Bosman Street Pretoria, 0002	
<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			
		TCS PIN:	Or CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME's &amp; QSE's) 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 BELOW]
SIGNATURE OF BIDDER	_____	DATE:	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid e.g. resolution of directors, etc.			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Government Printing Works	CONTACT PERSON	Mr. Siraj Rizvi
CONTACT PERSON	Ms Anna-Marie du Toit	TELEPHONE NUMBER	+27 (0) 12 748 6380
TELEPHONE NUMBER	+27 (0) 12 748 6292	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:Siraj.Rizvi@gpw.gov.za">Siraj.Rizvi@gpw.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:Annamarie.DuToit@gpw.gov.za">Annamarie.DuToit@gpw.gov.za</a>		

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**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION**

- 1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE.
- 1.3 BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION / DIRECTORSHIP / MEMBERSHIP / IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES.) B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO THE BIDDING INSTITUTION
- 1.4 WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION / DIRECTORSHIP / MEMBERSHIP / IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING, IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA)
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THEIR BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1 IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  Yes  No
- 3.2 DOES THE BIDDER HAVE A BRANCH IN THE RSA?  Yes  No
- 3.3 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  Yes  No
- 3.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  Yes  No

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER A BID INVALID**

---end of document SBD 1 ---

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**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-M373**

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of Tender that the taxes of the Successful Respondent must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondent's tax obligations.

1. In order to meet this requirement Respondents are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Respondents who wish to submit Tenders.
2. SARS will then furnish the Respondent with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the Tender Submission. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the Tender Submission. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Tender Submissions where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

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5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)

--End of Annexure SBD 2--

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**Annexure SBD 4**



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**DECLARATION OF INTEREST: TENDER GPW-M373**

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):

<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.

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- .....
- 2.4 Registration number of Respondent: .....
- 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.)**

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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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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 --

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**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

**TENDER GPW-M373**

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and  
(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<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;
- (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;

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### 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

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.

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**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

[TICK APPLICABLE BOX]

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

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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>..... 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

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**TENDER GPW-M373**

**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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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4.1.1	If so, furnish particulars:		
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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p><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></p>			
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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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-M373**

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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- 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:

**THE MANUFACTURE, SUPPLY AND COMMISSIONING OF A NEW AND COMPLETE WEB-FED PRINTING PRESS AND RELATED AUXILLIARY EQUIPMENT**

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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- (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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