

THE GOVERNMENT PRINTING WORKS



REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE COVERING OF PRINTING ROLLERS AS AND WHEN REQUIRED BY GOVERNMENT PRINTING WORKS, PRETORIA FOR A PERIOD OF THREE YEARS COMMENCING 1st JANUARY 2020 AND TERMINATING 31st DECEMBER 2022.

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

Tender number: GPW-C 61

CLOSING DATE: 13 DECEMBER 2019

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 This RFT shall commence from the 01 January 2020 and terminate on the 31 December 2022 (shall be for a period of three years).
- 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 13 December 2019 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/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 **“The Institution”** refers to the Government Printing Works
- 1.2.6 **“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);
- 1.2.7 **“PAJA”** shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;
- 1.2.8 **“PFMA”** shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act;

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

1.2.10 "**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;

1.2.11 "**RFT**" shall mean this request for tender and the Returnable Documents;

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

1.1.12.1 duly signed and completed (price schedule) of this RFT;

1.1.12.2 Annexure A: JV/Consortium Agreement (if applicable);

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

1.1.12.4 Latest print out of CSD Report;

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

1.1.12.6 duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form; BBBEE certificate, duly completed and signed Annexure SBD 6.1 for each tender item;

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

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

1.2.9 "**Tenderer**" shall mean the person submitting a Tender in response to this RFT;

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- 1.2.10 **“Tender”** or **“Tender Submission”** shall mean bid documents submitted in response to this RFT;
- 1.2.11 **“Premises”** shall mean the GPW’s production facility, situated at 149 Bosman Street, Pretoria, Republic of South Africa;
- 1.2.12 **“Successful Respondent”** shall mean the person to whom the Definitive Agreement is awarded through the process contemplated in this RFT;
- 1.2.13 **“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;
- 1.2.14 **“BBBEE”** means broad-based black economic empowerment.
- 1.2.15 **“Authorised Signatory”** means a signatory authorised by the Institution and the Service Provider respectively to sign the Agreement, any amendments and/or annexures.
- 1.2.16 **“Losses”** means all losses, liabilities and damages arising from claims (whether actual or threatened) and all related costs and expenses (including legal fees, disbursements and costs of investigation, litigation, settlement, and judgment), fines, interest and penalties.
- 1.2.17 **“Outside of working hours”** means any time from 16H30 until 07H15 from Monday to Friday any time on Saturday, Sunday and Public holidays.
- 1.2.18 **“Business day”** means any day other than a Saturday, Sunday or public holiday in South Africa.

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1.2.19 “**Effective Date**” means the date of signature of the SLA between the two parties.

1.2.20 “**Service Level Failure**” means the Service Provider’s failure to meet any of the prescribe Service Levels.

1.2.21 “**VAT**” means value added tax, levied and payable in terms of the VAT Act.

1.2.22 “**VAT Act**” means the Value Added Tax Act, No 89 of 1991, as amended from time to time, including Regulations promulgated there under.

1.2.23 “**Working Hours**” means 07H30 to 16H00hrs from Monday to Friday.

1.2.24 “**Delivery**” from 07H30 until 15H00 – **no deliveries will be accepted after 15H00**

1.2.25 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act. 2003 (Act No. 53 of 2003).

1.2.26 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

1.2.27 “**consortium or joint venture**” 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;

1.2.28 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

1.2.29 “**Functionality**” means the measurement according to predetermined norms, as set out in the did documents, of the service or commodity that is designed to be practical and useful, working or operating,

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taking into account, among other factors, the quantity reliability, viability and durability of a service and the technical capacity and ability of a bidder.

1.2.30 Samples:

Companies will be required to submit samples on items tendered for as when required.

1.2.31 Delivery:

Goods must be delivered to: Government Printing Works, 149 Bosman street or 83 Visagie street. Deliveries from 07H30 until 15H00 from Monday to Friday

1.2.32 Quality and Quantity:

1.2.32.1 All materials offered in time of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS)

1.2.32.2 Guarantee periods and what does not constitute guarantee must be clearly indicated. Protective Clothing must be of quality standard and must be replaced within 48 hours of guarantee period after defect has been noticed.

1.2.32.3 Non-compliance with the agreed service delivery could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

1.2.33 Evaluation:

1.2.33.1Tenders will be evaluated per item.

1.2.33.2 Bid received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

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2 Mandatory Requirements

Item	Description	Yes	No	Remarks
2.1	Government Printing Works will appoint a service provider for the covering of printing rollers as and when for a period of three years commencing 1 st January 2020 and terminating 31 st December 2022.			
2.2	Packing must be included in the bid prices.			
2.3	The successful bidder shall be obliged to sign a Service Level Agreement one month after the bid is awarded.			
2.4	Operative Conditions is as follows i. 149 Bosman Street ii. 83 Visagie Street			
2.5	All service contemplated herein shall only be applied to the areas as reflected in the above Site list.			
2.6	Appointed service providers will collect and deliver the rollers at the premises of GPW, 149 Bosman Street and or 83 Visagie Street, Pretoria as and when required.			
2.7	After collection delivery of the rollers must be affected within 14 days after receipt of the rollers.			
2.8	The prices should be firm for the first 12 months			
2.9	Escalation fees will be effected on every anniversary and consistent within the CPI rate.			
2.10	Is the offer strictly to specification?			
2.11	Rubber to be oil and solvent resistant			
2.12	Rollers to be smooth ground finished between true centers with roller bearing shafts			

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		Yes	No	Remarks
2.13	The thickness of the covering layer variable ranging from approximately 5mm to 20mm depending on roller diameter.			
2.14	Tolerance of roller diameter after covering error of roundness 0.02mm max			
2.15	Parallel tolerance to be 0.02mm over the length of 1800mm, comparatively dimension for shorter lengths.			
2.16	Hardness to be from 25 to 70 shores as will be specified on orders from time to time.			
2.17	The bidder must have a well-established and equipped 24 hour contact service for emergency requirements.			
2.18	Bidder must be in a position to assume duty with immediate effect after acceptance of the tender.			
2.19	Preference will be given to local manufacturers			
2.20	All employees involved in this contract will be vetted and screened by the South Africa Security Agency (SSA). The screening will be valid for 12 months and shall be renewed on an annual basis.			
2.21	All Directors of the company will be vetted and screened by the South Africa Security Agency (SSA). The screening will be valid for 12 months and shall be renewed on an annual basis.			
2.22	No information concerning the state's activities may be furnished to the public or media by the contractor or any of his/her employees.			

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3 PENALTIES

<u>Service level</u>	<u>Consequence</u>
95% to 100%	None (service levels met)
90% to 94.9%	None (service below, par, subject to monthly review)
80% to 89.9%	1% total invoice reduction
70% to 79.9%	5% total invoice reduction
60% to 69.9%	20% total invoice reduction
50% to 59.9%	50% total invoice reduction
1% to 49.9%	100% total invoice reduction and breach of contract

4. ADMINISTRATIVE DOCUMENTATION:

- 4.1 The following certified documentation must be submitted with the bid:
 - 4.1.1 CIPC (Companies and Intellectual Property Commission printout)
 - 4.1.2 Latest copy of CSD report
 - 4.1.3 Valid BBBEE certificate
 - 4.1.4 ISO certificate from OEM

Important notice:

- 1. Should any of the above not be included in the documents, the bidder will be disqualified on the basis of non-compliance.**
- 2. The same documents must be submitted for all the other companies that are involved in the tender in case of a consortium.**

5. COMPULSORY BRIEFING SESSION

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No compulsory briefing session will take place.

6 Price schedule - Rollers

Price in SA currency per single roller excluding vat

<u>KOMORI</u>						
	COLOUR /	QTY	ROLLER	CORE	RUBBER	PRICE
	PRODUCT		DIAMETER		LENGTH	p/roller
			mm	mm	mm	
<u>Recover of Rollers</u>						
Form roller	Rubber 35 sh	12	88		1039	
	Rubber 35 sh	12	87		1039	
	Rubber 35 sh	12	85		1039	
	Rubber 35 sh	12	90		1039	
Duct roller	Rubber 35sh	12	64		1035	
	Rubber 35sh	12	78		1035	
Distributing roller	Rubber 35 sh	12	78		1039	
	Rubber 35 sh	12	82		1039	
	Rubber 35 sh	12	88		1039	
	Rubber 35 sh	12	90		1039	
	Rilsan	12	77.73		1039	
	Rilsan	12	80		1039	
	Rilsan	12	95		1039	
Oscilating roller	Rilsan	12	100.5		1044	
Ink fountain roller	Rilsan	12	120		1044	
Rider rollers	Rilsan	12	55		1044	

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BID NUMBER: GPW-C 61

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BIDDER NAME:VALIDITY PERIOD: 90 DAYS

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SOLNA MODEL C 301 TYPE 310 D

	COLOUR / PRODUCT	QTY	ROLLER DIAMETER mm	CORE mm	RUBBER LENGTH mm	PRICE p/roller
<u>Recover of Rollers</u>						
Ink form			75	50	1 070	
Ink form			80	55	1 070	
Ink transfer			75	50	1 070	
Water form			76.2	55	1 070	
Water form			75.9	55	1 070	
Water feed			75	55	1 070	
Water feed			76.6	55	1 070	
Ink Oscillating	Plastic		94.4	92	1 070	
Ink feed	Plastic		84.6	82	1 070	
Rider	Plastic		40	38	1 070	
Wash up blades						
Repair of Journal End						
Skim and polish						
<u>Complete Manufacture of Rollers</u>						
Ink form			75	50	1 070	
Ink form			80	55	1 070	
Ink transfer			75	50	1 070	
Water form			76.2	55	1 070	
Water form			75.9	55	1 070	
Water feed			75	55	1 070	
Water feed			76.6	55	1 070	
Ink Oscillating	Plastic		94.4	92	1 070	
Ink feed	Plastic		84.6	82	1 070	
Rider	Plastic		40	38	1 070	

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APOLLO

	COLOUR / PRODUCT	QTY	ROLLER DIAMETER mm	COR E mm	RUBBER LENGTH mm	PRICE p/roller
<u>Recover of Rollers</u>						
Rollers			48	32	350	
Rollers			75	50	600	
Rollers			41	20	350	
Rollers			42	20	350	
Rollers			37	20	350	
Rollers			38	28	350	
Rollers			40	28	350	
Rollers			50	32	350	
Rollers			25	15	350	
Rollers			29.5	20	350	
Rollers			31.5	18	350	
Rollers			32	15	350	
Rollers			51	32	350	
Rollers			65	45	370	
Oscillating	Rilsan		28	26	350	
Oscillating	Rilsan		35	33	350	
Oscillating	Rilsan		30	24	350	
Oscillating	Rilsan		22.5	20	350	
Oscillating	Rilsan		42	40	365	
Oscillating	Rilsan		26.6	24	350	
Oscillating	Rilsan		38	36	350	
Oscillating	Rilsan		45	43	365	
Oscillating	Rilsan		46.5	44	365	
Wash up blades						
Repair of Journal End						
Skim and polish						

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SPAG

	COLOUR / PRODUCT	QTY	ROLLER DIAMETER mm	CORE mm	RUBBER LENGTH mm	PRICE p/roller
<u>Recover of Rollers</u>						
Roller		4	115	95	885	
Roller		1	117	95	875	
Wash up blades						
Repair of Journal End						
Skim and polish						
<u>Complete Manufacture of Rollers</u>						
Roller		4	115	95	885	
Roller		1	117	95	875	

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HEIDELBERG SPEEDMASTER 74

	COLOUR / PRODUCT	QTY	ROLLER DIAMETER mm	CORE mm	RUBBER LENGTH mm	PRICE p/roller
<u>Recover of Rollers</u>						
Form roller	Blue	1	60.5	36	754	
Form roller	Red	1	55.5	36	754	
Form roller	White	1	70.5	45	754	
Form roller	Yellow	1	65.5	45	754	
Ductor	Black	1	52	40	750	
Distributor	Red	2	54.5	34	752	
Distributor	Yellow	3	64.5	38	752	
Alcohol Water form		1	75	55	752	
Alcohol Pan		1	84.6	65	768	
Oscillating	Rilsan		46	44	770	
Oscillating	Rilsan		55	53	770	
Wash up blades						
Repair of Journal End						
Skim and polish						
<u>Complete Manufacture of Rollers</u>						
Form roller	Blue	1	60.5	36	754	
Form roller	Red	1	55.5	36	754	
Form roller	White	1	70.5	45	754	
Form roller	Yellow	1	65.5	45	754	
Ductor	Black	1	52	40	750	
Distributor	Red	2	54.5	34	752	
Distributor	Yellow	3	64.5	38	752	
Alcohol Water form		1	75	55	752	
Alcohol Pan		1	84.6	65	768	
Oscillating	Rilsan		46		770	
Oscillating	Rilsan		55		770	

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MULLER MARTINI CONCEPTA

	COLOUR / PRODUCT	QTY	ROLLER DIAMETER mm	CORE mm	RUBBER LENGTH mm	PRICE
<u>Recover of Rollers</u>						
Form roller			99.5		520	
Form roller			75		520	
Form roller			88		520	
Form roller			88		520	
Dipping roller			73		570	
Intermediate roller			90		520	
Ink roller			52		520	
Distributor roller						
Intermediate roller			48			
Intermediate roller			80.54			
Roller			70		520	
Ink fountain roller					585	
Pyramid roller			68			
Intermediate roller					530	
Roller						
Roller						
Roller						
Repair of Journal End						
Skim and polish						
<u>Complete Manufacture of Rollers</u>						
Form roller			99.5		520	
Form roller			75		520	
Form roller			88		520	
Form roller			88		520	
Dipping roller			73		570	
Intermediate roller			90		520	
Ink roller			52		520	
Distributor roller						
Intermediate roller			48			

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BID NUMBER: GPW-C 61

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BIDDER NAME:VALIDITY PERIOD: 90 DAYS

Intermediate roller			80.54			
Roller			70		520	
Ink fountain roller					585	
Pyramid roller			68			
Intermediate roller					530	
Roller						
Roller						
Roller						

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7 Bid Offer

7.1 TENDER SUBMISSION

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

7.1.3 Tenders must be submitted:

7.1.4 in duplicate hard copies (i.e. 1 original binded hard copy and 1 x CD copy no later than the Closing Date; and

7.1.5 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. L Sithebe Government Printing Works Supply Chain Management Section Room 16 149 Bosman Street PRETORIA Republic of South Africa

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

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

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

8 JOINT VENTURES/CONSORTIUMS

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 incorporated JV or consortium must submit a valid B-BBEE verification certificate in its registered name.
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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 Subcontracting will not be allowed.

9 COMMUNICATION

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

Technical advice

Mr. Kgobudi Rahlogo

Email address: Kgobudi.Rahlogo@gpw.gov.za

Tel: +27 12 748 6396

Administrative compliance

Mr Siraj Rizvi

Email address: Siraj.Rizvi@gpw.gov.za

Tel: +27 12 748 6292 / +27 82 809 2176

Ms Anna-Marie du Toit

Email address: Annamarie.DuToit@gpw.gov.za

Tel: +27 12 748 6292 / +27 82 809 2176

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.

10 PRE-QUALIFICATION AND EVALUATION

10.1.3 Stage 1: Administrative Compliance

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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]

10.1.4 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:

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]

10.1.5 Stage 3: Technical Compliance

10.1.5.1 Awarding of points on functionality to short listed service providers.

10.1.5.2 The bid will be evaluated on the basis of functionality as follows:

<u>Qualifications: First evaluation functionality</u>	<u>Weights</u>	<u>Bidders own score</u>	<u>GPW score</u>

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<u>Years of experience in operation of the company;</u> <u>in providing covering of rubber rollers</u> i. 12 and above years – 30 ii. 10 to 11 years – 20 iii. 8 to 9 years – 15 iv. 6 to 7 years – 10 v. 5 years - 5	30		
<u>Provide at least five (5) or more references and</u> <u>attach references letters as proof</u> <u>(Letters not older than 12 months.</u> i. 5 letters – 20 ii. 4 letters – 15 iii. 3 letters – 10 iv. 2 letters – 5 v. 1 letter – 3	20		
<u>Site inspection will be conducted to verify below</u> <u>(Submit company profile)</u> i. Availability of a workshop with tools, materials and equipment to render the services.	50		
Total score	100		
Minimum threshold will be 75- failure to meet this threshold your bid will be disqualified.	75		

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

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The points for price will be based on the monthly rate.

10.1.5.4 Stage 4: Price and B-BBEE

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

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

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

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

7.1.1.2. 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 = Score for Tender Submission under consideration.

Pt = Price for Tender Submission under consideration.

Pmin = Lowest price tendered in relation to all the Tender Submissions.

7.2. Broad-Based Black Economic Empowerment criteria preference points will be awarded to a Tenderer 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

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3	16
4	12
5	8
6	6
7	4
8	2
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:

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

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

11.2.5 not necessarily accept the Tender Submission obtaining the Hhighest Score;

11.2.6 Award the tender to more than one Service Provider,

11.2.7 reject any Tender that:

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

11.2.7.2 is submitted not as set out in clause 3;

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

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11.2.7.4 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 formal contract and service level agreement is entered into. Nothing in this RFT or any other communication made between GPW (including its officials, employees, advisers and/or representatives) and the Tenderer will constitute an agreement or representation that GPW will offer, award or enter into a contract.

11.8 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.

11.9 Validity Period

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11.9.3 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.

11.9.4 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.

11.10 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.

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

11.12 Collusive Conduct; Improper Assistance; No Inducements.

11.12.3 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-

Initial here obo Tenderer

competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process.

11.12.4 Neither the Tenderer nor any of its officers, 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.

11.12.5 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 officials, employees, advisers or other representatives, with respect to this RFT process.

11.12.6 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 11.12.3 to 11.13.3

11.13 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 Tenderer.

11.14 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.

Initial here obo Tenderer

11.15 Decisions on Tenders

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

11.15.4 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:

11.15.4.1 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

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

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

11.16 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.

11.17 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:

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

Initial here obo Tenderer

11.17.4 failed to react to written notices properly sent to it; and/or

11.17.5 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.

11.18 Representation

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

11.18.4 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.

12 IMPORTANT DATES AND TIMES

12.1 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 on website	22 November 2019
2	Last date to submit written clarification questions	02 December 2019
	Last date for GPW to respond to written questions, if any, in writing	04 December 2019
4	Closing Date	13 December 2019

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

Initial here obo Tenderer

BID NUMBER: GPW-C 61

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME:VALIDITY PERIOD: 90 DAYS

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.

Signed at _____ on this _____ day of _____ 2019

For and on Behalf of _____

Name: _____

Position: _____

Who hereby warrants his authority

Initial here obo Tenderer

Annexure SBD 1



**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001
Tel. (012) 334-4542 Fax: (012) 323-0009

INVITATION TO BID

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE GOVERNMENT PRINTING WORKS (“GPW”)

BID NUMBER: **GPW-C 61**

CLOSING DATE: **13 DECEMBER 2019**

CLOSING TIME: **11:00**

DESCRIPTION:

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE COVERING OF PRINTING ROLLERS AS AND WHEN REQUIRED BY GOVERNMENT PRINTING WORKS, PRETORIA FOR A PERIOD OF THREE YEARS COMMENCING 1st JANUARY 2020 AND TERMINATING 31st DECEMBER 2022.

The Successful Respondent will be required to sign the SLA.

TENDER SUBMISSIONS MUST BE DEPOSITED AT EITHER OF THE FOLLOWING:

TENDER BOX	HAND DELIVERY
The tender box is situated: Adjacent to the main entrance, 149 Bosman Street, PRETORIA Republic of South Africa	Ms. L Sithebe Government Printing Works Supply Chain Management Section Room 16 149 Bosman Street PRETORIA Republic of South Africa

Respondents must ensure that Tenders are delivered timeously to the correct address. If the Tender is delivered late, it may not be accepted for consideration.

Initial here obo Tenderer

BID NUMBER: GPW-C 61

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME: VALIDITY PERIOD: 90 DAYS

ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED), HOWEVER, RESPONDENTS MAY COMPLETE THE FORMS ELECTRONICALLY AND SUBMIT PRINTED AND DULY SIGNED HARDCOPIES OF THE FORMS.

THIS RFT IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5 OF 2000, THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, AND THE DEFINITIVE AGREEMENT, AMONGST OTHER LAWS AND/OR AGREEMENTS.

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF RESPONDENT

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

MOBILE NUMBER OF REPRESENTATIVE.....

FACSIMILE NUMBER CODENUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (if applicable)

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE (SBD 2) BEEN SUBMITTED? YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (SBD 6.1) BEEN SUBMITTED? YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

SIGNATURE OF RESPONDENT

DATE

CAPACITY UNDER WHICH THIS TENDER IS SIGNED.....

TOTAL TENDER PRICE

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Annexure SBD 4



**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001
Tel. (012) 334-4542 Fax: (012) 323-0009

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder², member):

¹ "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.

² "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

.....
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.)

Initial here obo Tenderer

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:

Initial here obo Tenderer

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

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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Annexure SBD 6.1



**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001
Tel. (012) 334-4542 Fax: (012) 323-0009

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2011**

This preference points claim form, must form part of all Tenders 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, RESPONDENTS MUST STUDY THE DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE status level of contribution.

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

Initial here obo Tenderer

POINTS

- 1.1.3.1 **PRICE**..... **80**
- 1.1.3.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION**..... **20**

(Total points for Price and B-BBEE must not exceed 100)

1.4 Failure on the part of a bidder to fill in and/or sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE Status Level Of Contribution are not claimed.

1.5 The Government Printing Works (“**GPW**”) 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 GPW.

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “**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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “**consortium or joint venture**” 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;

2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less;

2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

Initial here obo Tenderer

- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.2 Points scored must be rounded off to the nearest 2 decimal places.
- 3.3 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.5 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE status level of contribution

5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a

Initial here obo Tenderer

Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE status level of contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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.....YES / NO (delete which is not applicable)

Initial here obo Tenderer

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 Type of Company/ Firm

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

[TICK APPLICABLE BOX]

9.5 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.6 The total number of years the company/firm has been in business?.....

9.7 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 contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the GPW that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the GPW 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;

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BIDDER NAME: VALIDITY PERIOD: 90 DAYS

- (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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1

2

<p>..... SIGNATURE(S) OF RESPONDENT(S)</p>
--

DATE:

ADDRESS:

.....

.....

--End of Annexure 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
Tel. (012) 334-4542 Fax: (012) 323-0009

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	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). The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za). 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.	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

Annexure SBD 9



**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**
149 Bosman Street, Private Bag X 85. Pretoria, 0001
Tel. (012) 334-4542 Fax: (012) 323-0009

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids³ 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).⁴ 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 Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ 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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- 3.1 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.
- 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:

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE COVERING OF PRINTING ROLLERS AS AND WHEN REQUIRED BY GOVERNMENT PRINTING WORKS, PRETORIA FOR A PERIOD OF THREE YEARS COMMENCING 1st JANUARY 2020 AND TERMINATING 31st DECEMBER 2022.

in response to the RFT made by: **THE GOVERNMENT PRINTING WORKS**

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;

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- (iii) I am authorized by the Respondent to sign this Certificate, and to submit the accompanying Tender, on behalf of the Respondent;
 - (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 consortium⁵ 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;

⁵ 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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- (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;
- (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
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THE NATIONAL TREASURY

Republic of South Africa



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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BID NUMBER: GPW-C 61

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME:VALIDITY PERIOD: 90 DAYS

34. Prohibition of restrictive practices

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

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- 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

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.

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8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall
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be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

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18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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

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- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other
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enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of
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the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

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BID NUMBER: GPW-C 61

CLOSING DATE: 13 DECEMBER 2019

BIDDER NAME:VALIDITY PERIOD: 90 DAYS

General Conditions of Contract (revised July 2010)

--End of document--

Initial here obo Tenderer
