



the **doj & cd**

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID (RFB)

THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT INVITES ALL INTERESTED PARTIES TO SUBMIT BIDS FOR REQUIREMENTS AS STIPULATED BELOW:

DOCUMENT NUMBER:	RFB 05 2025
RFB ISSUE DATE:	20 October 2025
Closing Date for written Question	28 October 2025
Publishing of Answers in Departmental Website	31 October 2025
RFB Closing Date and Time:	12 November 2025 at 11h00am.
RFB VALIDITY PERIOD:	120 Days
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT OF THE CONSTITUTION BOOKLETS.
PERIOD:	Once-off
RESPONSES TO THIS RFB MUST BE FORWARDED TO:	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, (DOJ&CD) PRETORIA CENTRAL
ENQUIRIES:	E-Mail Address: <u>SCM@justice.gov.za</u>



20/10/2025



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID: APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT OF THE CONSTITUTION BOOKLETS.

RFB NUMBER: RFB 05 2025
Date Issued: 20 October 2025
Closing date and time: 12 November 2025 at 11:00am
Bid Validity Period: 120 days

TENDER BOX ADDRESS:

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT, PRETORIA CENTRAL

Contents

BID SPECIFICATION	1
COVER PAGE (SUMMARY)	1
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT, PRETORIA CENTRAL	1
ANNEX A: INTRODUCTION	4
1. PURPOSE AND BACKGROUND	4
1.1. PURPOSE	4
2. SCOPE OF BID	4
2.1. SCOPE OF WORK	4
2.2. DELIVERY ADDRESS	7
3. REQUIREMENTS	7
4. BID EVALUATION STAGES	7
ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION	8
5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	8
5.2 ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	8
ANNEX A.2: MANDATORY REQUIREMENTS	10
6. MANDATORY REQUIREMENTS	10
6.1. INSTRUCTION AND EVALUATION CRITERIA	10
6.2. MANDATORY REQUIREMENTS	10
6.3 DECLARATION OF COMPLIANCE	11
ANNEX A.3: TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS	12
7. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS	12
7.1 INSTRUCTION AND EVALUATION CRITERIA	12
7.2 EVALUATION CRITERIA	12
7.3 TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS	14
ANNEX A.4: SPECIAL CONDITIONS OF CONTRACT (SCC)	18
8. SPECIAL CONDITIONS OF CONTRACT	18
8.1. INSTRUCTION	18
8.2 SPECIAL CONDITIONS OF CONTRACT	18
8.3 DECLARATION OF COMPLIANCE	23
ANNEX A.5: COSTING AND PRICING	24
9. COSTING AND PRICING	24
9.1 COSTING AND PRICING EVALUATION	24
9.2 COSTING AND PRICING CONDITIONS	24
9.3 BID PRICING SCHEDULE	24

9.4	POINTS AWARDED FOR SPECIFIC GOALS.....	25
9.5	DECLARATION OF ACCEPTANCE.....	26
	ANNEX A.6: TERMS AND DEFINITIONS	27
10.	ABBREVIATIONS	27

ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

To appoint service provider to supply the Department of Justice and Constitutional Development (The Department) with printed copies of Constitution booklets (as per specifications in the document).

1.2 BACKGROUND

- 1.2.1 The Department of Justice, in its role as the custodian of the Constitution of the Republic of South Africa, is entrusted with the critical task of fostering awareness among citizens about their constitutional rights. Furthermore, it is mandated to educate citizens on how to safeguard these rights and where to seek redress when these rights are infringed upon. This imperative task is integral to upholding the principles of democracy, justice, and equality enshrined in the South African Constitution.
- 1.2.2 In fulfilling its mission, the Department collaborates with an array of stakeholders, including government departments, chapter 9 institutions, academia, and civil society organizations. These partnerships are instrumental in enriching the content delivered during public education engagements. These engagements cover a wide spectrum of topics, ranging from fundamental rights and responsibilities to specific subjects such as voting, small-claims courts, maintenance, divorce, cyberbullying, sexual offenses, domestic violence, and the serious issue of gender-based violence and femicide. Notably, all these concerns find their basis and remedies within the South African Constitution.
- 1.2.3 It is therefore imperative for the Department always have printed copies of the Constitution readily available for dissemination at public engagements, as and when requested by advocacy organisations and other civil society organisations, government departments, parliament, and ordinary members of the public.

2. SCOPE OF BID

2.1. SCOPE OF WORK

- 2.1.1 The service provider will be required to print, package, and deliver constitutions to the identified departmental delivery address.
- 2.1.2 Bidders are required to supply and deliver constitution booklets as per the minimum specifications below:

2.1.2.1 Specifications for Constitutional products for the printing contract tender.

No.	Product name	Printing specification	Quantity
1.	Standard Constitution booklets	Size: 136 X 105mm Cover: 4 pages, print full colour one side on 148gms Hi-Q Titan Plus Text: 186 pages printed one colour throughout on 105gms Hi-Q Titan Plus Finishing: perfect binding Quantities: English Origination: Design to be supplied Packaging: 10 booklets per pack with quantity indicated on the box	110 000
		Size: 136 X 105mm Cover: 4 pages, print full colour one side on 148gms Hi-Q Titan Plus Text: 200 pages printed one colour throughout on 105gms Hi-Q Titan Plus Finishing: perfect binding Quantities: Afrikaans Origination: Design to be supplied	500
		Size: 136 X 105mm Cover: 4 pages, print full colour one side on 148gms Hi-Q Titan Plus Text: 208 pages printed one colour throughout on 105gms Hi-Q Titan Plus Finishing: perfect binding Quantities: Sepedi Origination: Design to be supplied	500
		Size: 136 X 105mm Cover: 4 pages, print full colour one side on 148gms Hi-Q Titan Plus	500

		Text: 216 pages printed one colour throughout on 105gms Hi-Q Titan Plus Finishing: perfect binding Quantities: IsiZulu Origination: Design to be supplied	
2.	Slimline Constitution booklets	Size: A4 folded into A5 Cover: 4 pages, print full colour one side on 200gms Hi-Q Titan with matt lamination. Text: 32 pages printed one colour throughout on 80gms bond Binding: saddle stitch Origination: Design to be supplied Packaging: pack in A4 size boxes with quantity indicated	300 000
3.	Leather-bound Constitution booklets	Finished Size: 148mm x 105mm Pagination: Cover - 4 pages inside - 186 pages Text – 115gsm Conart Matt Cover – Cover – Black Novalite crushed leather, Must have gold foiled Constitution logo and debossed text (The Constitution of the Republic of South Africa & English) Finishing: Text – 115gsm Conart Matt Binding: Thread-sewn, case bound Origination: Design to be supplied	10 000

2.2. DELIVERY ADDRESS

Province	Office	Address
Gauteng	Department of Justice and Constitutional Development	National Office: 329 Pretorius Street Momentum Building Pretoria 0001

3. REQUIREMENTS

3.1 PRODUCTS

Bidders are required to supply and deliver constitution booklets stipulated in section 2.2

4. BID EVALUATION STAGES

1. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
2. The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory Requirements	YES
Stage 3	Technical Functionality requirement evaluation	YES
Stage 4	Special Conditions of Contract verification	YES
Stage 5	Price / Specific goals evaluation	YES

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1 ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (2) The bidder **must comply** with ALL the bid pre-qualification requirements for the bid to be accepted for evaluation.
- (2) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the Departments unable to verify whether the pre-qualification requirements are met, then the Department reserves the right to-
- (i) Reject the bid and not evaluate it, or
 - (ii) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

5.2 ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

DOCUMENT THAT MUST BE SUBMITTED		
BRIEFING SESSION	NO	No briefing session will be held
DECLARATION OF INTEREST – SBD 4	YES	Complete and sign the supplied document
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – SBD 6.1	YES	Complete and sign the supplied document
GOOD STANDING ON TAX AFFAIRS	YES	The bidders must be in good standing with SARS in respect of any relevant legislative tax commitments and must provide together with the bid response a SARS pin number for verification purposes.

DOCUMENT THAT MUST BE SUBMITTED		
REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)	YES	Bidders must be registered on the Central Supplier Database (CSD). • If you are not registered proceed to complete the registration of your company prior to submitting your Bid. Visit https://secure.csd.gov.za to obtain your vendor number. • Submit a recent detailed proof of CSD report.
TWO ENVELOPE SYSTEM	YES	• Bidders will be required to submit their offers in two separate sealed envelopes. Failure to comply with this condition will invalidate your bid proposal. • The first envelope must contain (to be clearly marked) TECHNICAL PROPOSAL. • The second envelope will contain pricing schedule. (to be clearly marked FINANCIAL PROPOSAL).

ANNEX A.2: MANDATORY REQUIREMENTS

6. MANDATORY REQUIREMENTS

6.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation, failing which it will be regarded as “NON-COMPLIANT”.
- (2) The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, The Department reserves the right to treat substantiation evidence that cannot be in the bid response as “NON-COMPLIANT”.
- (3) The bidder must complete the declaration of compliance as per section 6.3 below by marking with an “X” either “COMPLIANT”, or “NON-COMPLIANT” with ALL of the technical mandatory requirements, failing which it will be regarded as “NON-COMPLIANT”.
- (4) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS for the bid to proceed to the next stage of the evaluation.
- (5) No URL references or links will be accepted as evidence.
- (6) Each submission is checked for compliance. If the submission complies, it will move to the next round in the evaluation process. The following documents are compulsory; failure to submit together with the proposal shall result in a company being disqualified.

6.2. MANDATORY REQUIREMENTS

MANDATORY REQUIREMENTS	SUBSTANTIATING EVIDENCE OF COMPLIANCE (USED TO EVALUATE BID)	EVIDENCE REFERENCE (TO BE COMPLETED BY BIDDER)
Reference letters from past clients confirming successful completion of a once off R1 000 000 printing project as a minimum value, within provided timelines. Reference letters must be for projects completed within the last five years.	Bidders must submit a minimum of 3 reference letters. The reference letters must contain the details of the Company/Government Department and indicate the value of the contract and the period in which it was executed. The reference letters	

MANDATORY REQUIREMENTS	SUBSTANTIATING EVIDENCE OF COMPLIANCE (USED TO EVALUATE BID)	EVIDENCE REFERENCE (TO BE COMPLETED BY BIDDER)
	must be on the official letterhead also contain the contact details of the official/ person providing the reference.	

6.3 DECLARATION OF COMPLIANCE

	COMPLIANT	NON-COMPLIANT
The Bidder declares by indicating with an "X" in either the "COMPLIANT" or "NON-COMPLIANT" column that – (a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND (b) Each and every requirement specification is substantiated by evidence as proof of compliance.		

ANNEX A.3: TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS

7. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

7.1 INSTRUCTION AND EVALUATION CRITERIA

- 1) The bidder must complete in full all of the TECHNICAL FUNCTIONALITY requirements.
- 2) Where necessary, the bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response during evaluation. The Department reserves the right to treat substantiation evidence that cannot be located in the bid response as "NON-COMPLIANT".
- 3) Evaluation is per requirement. The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY MANDATORY requirement will be evaluated using a rating –as indicated per functionality requirement.
- 4) A panel representing the Department will evaluate the proposals received according to a set of evaluation criteria. In respect to the evaluation matrix, the prospective service bidders will be rated from 0 to 5 in that:

7.2 EVALUATION CRITERIA

Score	Meaning	Explanation
0	No evidence Non-responsive	Does not comply, no evidence / no reference / no information / no inputs.
1	Very poor	Information provided does not meet the technical requirements.
2	Poor Inadequate	Not satisfactory. Information and/or evidence provided is not enough to clearly substantiate the bidder's capabilities and/or experience in that service category.
3	Satisfactory Average	Satisfactory. The bidder displays a fair understanding of the service requirements and the Information and/or evidence provided is enough to display their capabilities and/or experience to deliver the service.
4	Good Fully meet requirement	Fully meets the specification requirement. The bidder displays a good (above average) understanding of the service requirements and the Information and/or evidence provided is enough to clearly substantiate their capabilities and/or experience to deliver the service.
5	Exceed requirements	Exceeds the specification requirement. The bidder displays an excellent understanding of the service requirements and the

	Very good / Best practice	Information and/or evidence provided clearly proves that the bidder is without a doubt capable of delivering the service.
--	------------------------------	---

- 5) Bidders must comply with this section as they form the basis for scoring a bidder's proposal. For a bidder to qualify to be evaluated for functionality, a bidder must not have been disqualified on compliance with any prequalifying conditions or mandatory requirements preceding this phase of the evaluation.
- 6) In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.
- 7) Bidders that score less than **60** out of **100** points in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.
- 8) The following items will be evaluated and scored. Bidders must substantiate each aspect of their response. Bidders must clearly reference their substantiation in their bid response in specific terms (e.g. Reference to schedule, section and page number of their bid response, etc.).
- 9) Weighting of requirements: The full scope of requirements will be determined by the following weights:

No.	Criteria	Rating Matrix						Weight
		0	1	2	3	4	5	
1	Approach and Methodology							35
2	Overall Bidder Experience							10
3	Portfolio of evidence							35
4	Financial Viability							20
	TOTAL							100

7.3 TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

No.	Technical Functionality mandatory requirements	Scoring	Weighting
1	Approach and Methodology The bidder must provide a proposed methodology to demonstrate a thorough understanding of the project. A detailed project execution plan must be provided indicating the following: - How the services will be executed successfully with clear plan outlining activities and timeframes. - Deliverables indicating bidder's ability to supply and deliver constitution booklets and the slimline constitutions. The company must be able to supply and deliver the booklets within 60 working days from the date of receipt of purchase order. - Outline production capacity: printing premises with inhouse/outsourced industrial printing equipment. Indicate the types of machinery. For outsourced contracts, provide signed contracts	Rating Scale - Bidder provided all aspects = 5 points. - Bidder provided 4 aspects = 4 points - Bidder provided 3 aspects = 3 points - Bidder provided 2 aspects = 2 points - Bidder provided 1 aspect = 1 point - No plans provided = 0 point.	35

	as substantiating evidence. iv. Quality check and quality assurance approach v. Managing printing operations during contingency scenarios (e.g., power outages, supply shortages)		
2	Overall Bidder Experience The bidder must have adequate/satisfactory recent experience in printing and supply of books/booklets in Government and/or Private Sector: i. Reference letters from past clients confirming successful completion of a once off R1 000 000 project as a minimum value, within provided timelines are required. The reference letters must contain the details of the Company/Government Department and indicate the value of the contract and the period in which it was executed. The reference letters must be on the official letterhead also contain the contact details of the official/ person providing the reference. The reference letters must be for projects	Rating Scale • Five letters and above = 5 points • Four letters = 4 points • Three letters = 3 Points • Two letters = 2 Points • One letter = 1 Point • Non-submission = 0	10

	completed within the last five years.		
3	Portfolio of evidence The Bidder must submit one sample booklet from their previous printing work. The booklet must indicate number of pages to demonstrate previous printing of a booklet.	Rating Scale • 60 and more pages printed = 5 points • 50 to 59 pages printed = 4 points • 40 to 49 pages printed = 3 Points • 30 to 39 pages printed = 2 Points • 20 to 29 pages printed = 1 Point • Less than 20 pages printed Or Non-submission = 0	35
4	Financial Stability Financial capability and capacity whether the tenderer have access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims). The bidder must submit latest bank statements bearing a bank stamp (Bank Stamp not older than one Month as at closing date), or provide proof of financial resources confirming access to one or more of the following: cash flow support, a bridging finance facility, or an overdraft facility.	Rating Scale • Bidder has access to financial resources of at least R 7 million and above = 5 points • Bidder has access to financial resources of at least R 5 million and less than R7 million = 4 points • Bidder has access to financial resources of at least R4 million and less than R5 million = 3 points • Bidder has access to financial resources of at least R1 million and less than R4 million = 2 points • The Bidder has access to financial resources of less than R1 million = 1 point	20

		No proof of access to financial resources submitted. = 0 points	
TOTAL			100 %

ANNEX A.4: SPECIAL CONDITIONS OF CONTRACT (SCC)

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSTRUCTION

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, the Department reserves the right to include or waive the condition in the signed contract.
- (2) The Department reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a Bidder for not accepting these conditions.
- (3) In the event that the Bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, the he Department will invoke the rights reserved in accordance with subsection 8. (1) and (2) above.
- (4) The Bidder must **complete the declaration of acceptance** as per section 8.3 below by marking with an “X” either “ACCEPTS ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

8.2 SPECIAL CONDITIONS OF CONTRACT

1. CONTRACTING CONDITIONS

- (a) **Formal Contract.** The bidder shall enter into a formal written Contract (Agreement) with the Department
- (b) **Right of Award.** The Department reserves the right to award the contract for required goods or services to multiple bidders.
- (c) **Right to Audit.** The Department reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial means or technical capability to provide the goods and services as required by this tender.
- (d) **Site Inspection.** For due diligence, the Department reserves the right to conduct a site inspection.

2. DELIVERY ADDRESS.

The bidder must deliver the required products or services at the physical locations as specified in section 2.2 above.

3. LOGISTICAL CONDITIONS

- (a) The bidder will be expected to deliver the product as per scope of work.

4. CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (a) The bidder, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.

- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
- (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000); and the Protection of Personal Information Act, 2013 (Act no. 4 of 2013)
 - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
 - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
 - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
 - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
 - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;

- (c) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (d) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- (e) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

5. INTELLECTUAL PROPERTY RIGHTS

- (a) The Department retains all Intellectual Property Rights. As of the effective date, the bidder is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, and create derivative works of the Department Intellectual Property for the sole purpose of providing the Products or Services to the Department pursuant to this Contract. The bidder is not permitted to use the department Intellectual Property for the benefit of any entities other than the Department without the written consent of the Department. The bidder must cease all use of the department Intellectual Property, at the earliest of:
 - (i) termination or expiration date of this Contract;
 - (ii) the date of completion of the Services; and
 - (iii) the date of rendering of the last of the Deliverables.
- (b) If so required by the Department, the bidder must certify in writing to the Department that it has either returned all the department Intellectual Property to the Department or destroyed or deleted all the department's Intellectual Property in its possession or under its control.
- (c) The Department, at all times, owns all Intellectual Property Rights and all Bespoke Intellectual Property.

6. SUPPLIER DUE DILIGENCE

The Department reserves the right to conduct bidder due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the

bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

7. DELIVERY OF GOODS

- (a) The bidder must deliver the goods within 60 working days after the date of receipt of purchase order.
- (b) The Department shall in collaboration with the bidder quality assure the goods delivered within 21 working days from date of delivery, to ascertain whether the goods are consistent with the specifications.
- (c) The Department reserves the right to return all goods that are not consistent with the specifications.
- (d) The returned goods shall not be paid for, unless the bidder replaces them with goods that meets the specification standards within a specified period determined by the Department

8. PAYMENT

- (a) Advance payment shall not be made.
- (b) Invoices shall be paid in terms of the Public Finance Management Act (PMFA) and shall therefore be paid within (30) days.

9. VAT

The price quoted by the prospective supplier must include Value Added Tax (VAT)

10. POLICIES & PROCEDURES

- The successful bidder must at all times comply with the Department Supply Chain Management (SCM) policies and procedures.

11. COSTS

- (a) The Department will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bid.
- (b) The price tendered must be inclusive of all costs (VAT, Delivery, Warranty / guarantee, etc.).
- (c) The bidder is required to submit their price quotes that must be on a fixed price basis for duration of the contract.

12. PENALTIES

- (a) The production, supply and delivery of all the booklets shall be completed by the successful bidder within 60 working days from date of award and failure to adhere to this timeframe will result in a monetary penalty of 3 % of the value of the booklets that was

not delivered.

- (b) The 3 % penalty shall be applied should there be a contravention of the delivery schedule as stipulated in the contract between the Department and the successful bidder/s.
- (c) The enforcement of a penalty does not exempt the bidder from resolving a problem nor stops the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of non-performance until resolved. Only penalties will apply and no service credits will accrue.

13. PRODUCTION

During the production stage, the bidder will on request from the Department, be required to arrange and accompany the Department officials on visits to the production sites where the booklets are produced and during the production process prior to delivering such to inspect and verify progress of products being produced for the Department. The purpose of the inspection is to ensure faithful adherence to specifications, quality standards, and completion of production and delivery within the specified time.

14. DELETION AND AMENDMENTS

Bidders are prohibited from utilizing correction fluid in their bid responses and such will invalidate their bid. Bidders are requested to neatly delete and initial next to any corrections effected within the bid proposal.

15. VALIDITY PERIOD OF THE BID

Bids are to be valid for a period of hundred and twenty (120) days after the closing date. Should bidders retract their offers after the bid has been awarded and without good reason, they will be held responsible for the cost of a re-tender.

16. CONTRACT

- (a) The contract will be legally constituted once the Department has notified the successful bidders in writing of the acceptance of the bid and the bidders have fully complied with all terms and conditions contained therein.
- (b) All deliveries on site must take place in the presence of a member of the bidder who is at the level of supervisor and who will have the ability to oversee the correct delivery of the items on site in co-operation with the Department.
- (c) During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

17. DISCLAIMER

- (a) The Department reserves the right not to accept any bid in its entirety or partially. The lowest price bid will not necessarily be accepted.
- (b) The Department prior to the awarding of the tender may be subjected to price negotiation with the preferred tenderer(s).

18. TERMINATION

- (a) Misrepresentation by the bidders shall give rise to the termination of the contract notwithstanding the conclusion of service level agreement between the Department and the bidders in question
- (b) Failure by the bidders to deliver all the required goods after 60 working days shall constitute breach of contract and may lead to the termination of the contract.
- (c) Where there is a prima facie criminal or civil case against the supplier that has the potential to affect the reputation of the Department, the Department shall terminate the contract.

8.3 DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8.2 above by - (a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column.		

ANNEX A.5: COSTING AND PRICING

9. COSTING AND PRICING

9.1 COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 Specific goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 Specific goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20**
- (3) The bidder must complete the declaration of acceptance as per section 9.5 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.
- (4) Bidder will be bound by the following general costing and pricing conditions and the Department reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between the Department and the bidder. However, The Department reserves the right to include or waive the condition in the Contract.

9.2 COSTING AND PRICING CONDITIONS

- (1) **SOUTH AFRICAN PRICING.** The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (2) **TOTAL PRICE**
 - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
 - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
 - (c) All additional costs must be clearly specified.

9.3 BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted.

Bidders must submit pricing schedules on a national basis. The Department may base such allocation on the following principle:

- i. Based on the price stated nationally,

The Department reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

9.4 POINTS AWARDED FOR SPECIFIC GOALS

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

Table: Points allocation

Description	90/10 Point System
Price	80
Preference points for specific goals	20
Total points for Price and preference points for specific goals	100

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s	10	
Enterprises with ownership of 51% or more by person/s who are woman	5	
Enterprises with ownership of 51% or more by person/s who are youth	3	
Enterprises with ownership of 51% or more by person/s with disability	2	

9.5 DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by indicating with an "X" in the "DO NOT ACCEPT ALL" column.		

ANNEX A.6: TERMS AND DEFINITIONS

10. ABBREVIATIONS

CSD- Central Supplier Database

Department- means the Department of Justice and Constitutional Development (DoJ&CD)

DOJ&CD-Department of Justice and Constitutional Development

POPIA-Protection of Personal Information Act, 2013.

PPPFA- Preferential Procurement Policy Framework Act

RFB-Request for Bid

SARS-South African Revenue Services

SBD-Standard Bidding document

SCC- Special Conditions of Contract

USB-Universal Serial Bus

VAT-Value added Tax



the **doj & cd**

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

SBD 1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ&CD					
BID NUMBER:	RFB 05-2025	CLOSING DATE:	12 NOVEMBER 2025	CLOSING TIME:	11h00am
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR PROCUREMENT OF THE CONSTITUTION BOOKLETS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Tender Box, Momentum Centre, 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS	SCM@justice.gov.za		E-MAIL ADDRESS	SCM@justice.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number: RFB 05-2025
Closing Time 11:00	Closing date: 12 November 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

Required by:

- At:

Brand and model

Country of origin

- Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

*Delivery: Firm/not firm

Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

3.1. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2..1. If so, furnish particulars:

.....
.....

3.1. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2..1. If so, furnish particulars:

.....
.....

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

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.2 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.3 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender.

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s		10		
Enterprises with ownership of 51% or more by person/s who are woman		5		
Enterprises with ownership of 51% or more by person/s who are youth		3		
Enterprises with ownership of 51% or more by person/s with disability		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....