



## BID

<b>Bid No: SCMU7-22/23-0004</b>		
<b>Bid Description</b>	<b>LAYOUT, DESIGN, PRINTING AND DELIVERY SERVICES FOR A PERIOD OF THIRTY -SIX MONTHS (36): SCMU7-22/23-0004.</b>	
<b>Contact Persons/s:</b>		
<b>Technical titles on Terms of Reference</b>	<b>Name:</b>	<b>Mr. M. Ngam / Ms. T. Sonjica</b>
	<b>Telephone No.</b>	<b>071 685 7981 / 079 508 7571</b>
<b>Bid Procedures:</b>	<b>Name:</b>	<b>Miss B. Aplom / Mr T. Nchukana</b>
	<b>Telephone No.</b>	<b>040- 940 7033 / 040 940 7022</b>
<b>Non – Compulsory Briefing Session:</b>	<b>Hybrid</b>	<b>16 August 2022 @ 10h00</b>
<b>Bid Closing: Time &amp; Date</b>	<b>Date and Time</b>	<b>29 August 2022 @ 11H00</b>
	<b>Conditions</b>	<ol style="list-style-type: none"> <li>1. Quotation must be returned in one sealed envelope and be clearly marked, with the above bid number, description and Department of Cooperative Govt and Trad. Affairs</li> <li>2. The SBD forms and all other forms relating to this bid must be completed and signed in the original black ink.</li> <li>3. Forms with photocopied signatures or other such reproduction may be rejected.</li> <li>4. Bids by telegraph, facsimile, electronically or other similar apparatus will not be acceptable for consideration.</li> </ol> <p><b>NB. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.</b></p>

## TENDER / BID SUBMISSION CHECKLIST

The Bidder's authorised signatory is required to tick the checkbox after completion of the required activity and sign the document in the space provided at the bottom. A hardcopy of the checklist must be included in the Bidder's Tender response pack.

**BIDDER NAME** \_\_\_\_\_

**BID NUMBER**        **SCMU7-22/23-0004**

Have all the required bid documents (SBDs) as stipulated on the Specification been submitted?	<input type="checkbox"/>
Are the required certificates attached	<input type="checkbox"/>
Is the certified copy of B-BBEE Status Level Verification or EME Certificate attached?	<input type="checkbox"/>
Are the required securities attached where necessary / required?	<input type="checkbox"/>
Are the documents prepared in a prescribed format of "one envelope"?	<input type="checkbox"/>
The price should include 3.1 - Pricing Schedule	<input type="checkbox"/>
Have all the documents been signed and witnessed where necessary?	<input type="checkbox"/>
Has the specified validity period in line with period required by the Specification?	<input type="checkbox"/>

This checklist has been prepared by:

Name: .....

Signature .....

(Authorised signatory of Bidder)

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS</b>					
BID NUMBER:	SCMU 7-22/23-0004	CLOSING DATE:	29 August 2022	CLOSING TIME:	11H00
<b>LAYOUT, DESIGN, PRINTING AND DELIVERY SERVICES FOR PERIOD OF THIRTY - SIX MONTHS (36):</b>					
DESCRIPTION	SCMU7-22/23 -0004.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1)</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS) *Departmental Bid Box at the main entrance, foyer.*

<b>Tyamzashe Building</b>					
<b>Phalo Avenue</b>					
<b>Blsho</b>					
<b>5605</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		TCS PIN: <input type="checkbox"/> Yes <input type="checkbox"/> No	OR	CSD No: <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/> A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	COGTA EC		CONTACT PERSON	Mr. M. Ngam / Ms. T. Sonjica	
CONTACT PERSON	Thembani Nchukana/ Busisiwe Aplom		TELEPHONE NUMBER	071 685 7981/ 079 508 7571	
TELEPHONE NUMBER	040 -940 7022/040 940 7033		FACSIMILE NUMBER	mamnkell.ngam@eccogta.gov.za /	
FACSIMILE NUMBER	040 609 5837		E-MAIL ADDRESS	thando.sonjica@eccogta.gov.za	
E-MAIL ADDRESS	thembani.ncontso@eccogta.gov.za/ busisiwe.aplom@eccogta.gov.za				

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

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

### 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 - <b>SCMU7- 22/23- 0004</b>
Closing Time <b>11:00</b>	Closing date - <b>29 August 2022</b>

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

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

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

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<sup>1</sup> 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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**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 price of bid under consideration

$P_t$  = Price of bid under consideration

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

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

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

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

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT ..... registration  
number:.....

8.3 Company ..... registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**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.

## **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

### **1. Definitions**

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



RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and 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.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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



may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	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.

Js General Conditions of Contract (revised July 2010)



Province of the  
**EASTERN CAPE**  
COOPERATIVE GOVERNANCE  
& TRADITIONAL AFFAIRS

**TERMS OF REFERENCE FOR THE LAYOUT, DESIGN, PRINTING AND DELIVERY SERVICES  
FOR A PERIOD OF THIRTY- SIX MONTHS (36).**

**SPECIFICATION**

**TENDER NUMBER:** SCMU7- 22/23-0004

**NAME OF BIDDER**

**NON- COMPULSORY BRIEFING SESSION** 16/08/2022 **TIME:** 10H00

**CLOSING DATE:** 29/08/2022 **TIME:** 11H00

**Tyamzashe Building  
Phalo Avenue  
Private Bag X0035  
Bhisho  
5605**

# **TERMS OF REFERENCE FOR THE LAYOUT, DESIGN, PRINTING AND DELIVERY SERVICES FOR A PERIOD OF THIRTY- SIX MONTHS (36)- SCMU7-22/23-0004**

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## **1. PURPOSE OF THE SPECIFICATION**

The purpose of this bid is to procure services of a service provider for the layout, design, printing and delivery services for the Department of Cooperative Governance and Traditional Affairs (CoGTA) for a period of thirty-six (36) months.

## **2. BACKGROUND**

The department, in realising its legislative mandate is required to produce various strategic documents in large volumes for distribution to different key stakeholders. In the same context, the nature of printing services requires attention to detail with regard to specifications on quality to realise professional standards and maintain uniformity and consistency of correct brand application.

## **3. OBJECTIVES AND GOALS**

- To procure the services of a reputable, professional and reliable service provider for the afore-said services for a period of three years.
- To uphold the standards and quality of printed material in line with departmental corporate brand.
- To meet stringent and tight deadlines on services required.

## **4. LEGISLATIVE FRAMEWORK OF THE BID**

### **a. Tax Legislation**

- i. It is a condition of this bid that the tax matters of the successful bidder are in order, or that an arrangement has been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- ii. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- iii. Bidders are required to be registered on the Central Supplier Database and the department shall verify the bidder's tax compliance status through the Central Supplier Database.
- iv. Where Consortia / Joint Ventures / Sub-contracting are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

## TERMS OF REFERENCE FOR THE LAYOUT, DESIGN, PRINTING AND DELIVERY SERVICES FOR A PERIOD OF THIRTY- SIX MONTHS (36)- SCMU7-22/23-0004

### b. Procurement Legislation

CoGTA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

### c. Local Economic Development Procurement Framework

In its procurement processes, CoGTA employs contents of the Framework of Local Economic Development (LED) in line with paragraph 2 of the Eastern Cape Provincial Treasury Instruction Note No. 7 of 2016/7, with the purpose of ensuring maximum retention of Provincial fiscal spend in the Province. This is aligned to the purpose of the LED Framework which is to provide a platform for state institutions to promote LED through their procurement processes, in so doing ensuring that at least 50% of their procurement is spent on products produced and supplied by suppliers in the Eastern Cape Province including SMMEs/ QSEs.

## 5. TIMELINE OF THE BID PROCESS

The period of validity is 120 days.

The project timeframes of this bid are set out below:

Activity	Due Date
Non-compulsory briefing session.	16- AUGUST - 2022 .....at 10:00
Bid closing date	29- AUGUST - 2022 .....at 11:00

All dates and times in this bid are South African standard time.

Physical briefing session will be held at Departments of Cooperative Governance and Traditional Affairs, Tyamzashe building, Phalo Avenue, Bhisho at 10h00 on the .....2022.

**TERMS OF REFERENCE FOR THE LAYOUT, DESIGN, PRINTING AND DELIVERY SERVICES  
FOR A PERIOD OF THIRTY- SIX MONTHS (36)- SCMU7-22/23-0004**

**6. CONTACT AND COMMUNICATION**

- a. Please refer all SCM enquiries to Mr T. Nchukana at 040 940 7022; [thembani.ncontso@eccogta.gov.za](mailto:thembani.ncontso@eccogta.gov.za); Ms B. Aplom at 040 940 7033; [busisiwe.aplom@eccogta.gov.za](mailto:busisiwe.aplom@eccogta.gov.za). during normal office hours viz. 08:00 – 16:30 Monday to Thursday and 08:00 – 16:00 on Friday. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email addresses.
- b. All technical enquiries to Mr. M. Ngam for technicalities: Tel – 040 6095743 / Cell – 071 685 7981- Email: [mamnkeli.ngam@eccogta.gov.za](mailto:mamnkeli.ngam@eccogta.gov.za) and Ms T. Sonjica cell 0795087571 - [thando.sonjica@eccogta.gov.za](mailto:thando.sonjica@eccogta.gov.za) during normal office hour's viz. 08:00 – 16:30 Mondays to Friday from 08:00 – 16:00. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- c. Any communication by the Bidder(s) to an official or a person acting in an advisory capacity for CoGTA in respect of this tender is not allowed between the closing date and the award of the bid.
- d. Whilst all due care has been taken in connection with the preparation of this bid, CoGTA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CoGTA, its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- e. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CoGTA (other than minor clerical matters), the Bidder(s) must promptly notify CoGTA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford CoGTA an opportunity to consider what corrective action is necessary (if any).
- f. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CoGTA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- g. All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

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**7. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).

**8. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

**9. FRONTING**

- a. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- b. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the state for a period not exceeding ten years, in addition to any other remedies CoGTA may have against the Bidder / contractor concerned.

**10. SUPPLIER DUE DILIGENCE**

CoGTA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

**11. SUBMISSION OF PROPOSALS**

- a. Bid documents may either be posted to The Department of Cooperative Governance and Traditional Affairs, P/Bag X0035, Bhisho, 5605 (preferably registered mail) OR placed in the tender box situated at the Department's main entrance foyer OR couriered to the aforesaid address not later



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than 11h00, on ..... Bidders will have access to the tender opening register.

Completed bid documents must be submitted in a sealed envelope (one envelope), clearly marked: "TERMS OF REFERENCE FOR THE LAYOUT, DESIGN, PRINTING AND DELIVERY SERVICES FOR A PERIOD OF THIRTY- SIX MONTHS (36)."; "Bid Number" and "The Bidder's Name".

- b. Bid documents will only be considered if received by CoGTA on or before the closing date and time, regardless of the method used to send or deliver such documents to CoGTA.

### **12. DURATION OF THE CONTRACT**

The successful bidder would be appointed for a period of Thirty-six months (36) months (3) years from the date of issuing of an official order.

### **13. SCOPE OF WORK**

The scope of work will involve the following key requirements:

- Layout, design, printing and delivery of departmental documents and promotional material.

### **14. DELIVERABLES**

The table below outlines the key deliverables.

ITEM	DESCRIPTION	QUANTITY
1. A4 SIZE DOCUMENT	Cover printed full colour throughout, 200 gsm coated gloss.	Rate per 100 pages
2. A4 SIZE DOCUMENT	Inside pages printed in full colour, 115gsm, Saddle stitched.	Rate per 100 pages
3. A4 SIZE DOCUMENT	Cover printed full colour on one side 250 gsm coated gloss paper.	Rate per 100 pages

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<b>4. A4 SIZE DOCUMENT</b>	<b>Inside pages printed in full colour on 115 gsm coated matt paper and perfect bound.</b>	<b>Rate per 100 pages</b>
<b>5. A4 SIZE DOCUMENT</b>	<b>Cover printed full colour on one side 250 gsm coated gloss paper.</b>	<b>Rate per 100 pages</b>
<b>6. A4 SIZE DOCUMENT</b>	<b>Inside pages printed in black and white on 115 gsm coated matt paper and perfect bound.</b>	<b>Rate per 100 pages</b>
<b>7. A4 SIZE DOCUMENT</b>	<b>Customised case, perfect blind Gloss/matt finish</b>	<b>Rate per 100 pages</b>
<b>8. A5 SIZE DOCUMENT</b>	<ul style="list-style-type: none"> <li>• Gold Foiling/ Embossing: outside cover (logo and all written words)</li> <li>• Double Tone curve look</li> <li>• 2 panel cover</li> </ul>	<b>Rate per 100 pages</b>
<b>9. A5 SIZE DOCUMENTS</b>	<ul style="list-style-type: none"> <li>• A5 pad printing, one colour</li> <li>• Personalization</li> </ul>	<b>Rate per 100 pages</b>
<b>10. A5 SIZE DOCUMENT</b>	<b>A5 size portrait , document plus cover, cover printed full colour on one side 250 gsm coated gloss paper.</b>	<b>Rate per 100 pages</b>
<b>11. A5 SIZE DOCUMENT</b>	<b>Landscape, short side, full colour and saddle stitched.</b>	<b>Rate per 100 pages</b>
<b>12. A5 SIZE DOCUMENT</b>	<b>Inside pages printed in full colour on 115 gsm coated matt paper and saddle stitched.</b>	<b>Rate per 100 pages</b>

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<b>13. TABLOID NEWSLETTER</b>	<b>Printed in full/ black and white colour on run paper</b>	<b>Rate per 12 pages copy</b>
<b>14. PROMOTIONAL MATERIAL</b>		
<b>Calendars</b>	<b>Tent size, 400 gsm white board, scored and folded with double sided tape and full colour.</b>	<b>Rate per 100 copies</b>
	<b>A2 size portrait, 220 gsm gloss, and full colour.</b>	<b>Rate per 100 copies</b>
<b>Christmas cards</b>	<b>A5 scored and folded into A6, full colour, 250 gsm double sided.</b>	<b>Rate per 100 pages</b>
<b>Business cards</b>	<b>90mmx50mm, full colour double sided, nevia gloss, 300 gsm.</b>	<b>Rate per 100 pages</b>
<b>Leaflets</b>	<b>U fold, full colour double sided, 115 gsm matt paper.</b>	<b>Rate per 100</b>
<b>Brochures</b>	<b>A4 folded into A5 gsm, full colour on matt paper.</b>	<b>Rate per 100 pages</b>
<b>Posters</b>	<b>A1 size 220 gsm, full colour on matt paper.</b>	<b>Rate per 100 pages</b>
	<b>A2 size 220 gsm, full colour on matt paper.</b>	<b>Rate per 100 pages</b>
	<b>A3 size 220 gsm, full colour on matt paper.</b>	<b>Rate per 100 pages</b>
<b>Folders</b>	<b>Die cut, 3 panel plus centre pocket, 5mm spine and on pocket printed full colour, 250 gsm coated gloss paper.</b>	<b>Rate per 100 pages</b>
<b>Note pads</b>	<b>A5 size cover printed full colour on one side 250 gsm coated gloss paper, inside</b>	<b>Rate per</b>

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	pages printed in black and white on 115 gsm, matt paper and wire stitched on the top / short edge	50 pages
Paper bags	A4 white bag with cord handle with A5 size sticker in full colour.  A5 white bag with cord handle with A6 size sticker in full colour.	Rate per 100 pages
A4 size electronic document	A4 size electronic document in full colour.	Rate per 6 per quarter
Banners- Pull up	850x2.1m (2.2), full colour with luxury base.	Rate per unit
Banner Wall	3mx2.25m, full colour.	Rate per unit
Curved Head Banner	2,8m, full colour.	Rate per unit
A2 size podium banner	With rod and fringe, full colour	Rate per unit

**NB: The successful service provider will be expected to make available to the department all copies (soft and hard) of documents produced for the duration of the contract.**

**15. MINIMUM REQUIREMENTS**

- Five years' professional experience in layout, design, printing and delivery services. (Company profile and CVs must be provided for qualified graphic designers).
- Bidders must submit proof of active membership certificate from Printing South Africa.
- Bidders are required to submit, together with their bids, confirmation that they have the necessary infrastructure and resources, including offices and number of personnel and equipment, to render the

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services outlined in the Scope of Work. A letter confirming infrastructure, resources, equipment, and offices must be submitted and signed by the bidder.

- Bidders must confirm that their infrastructure, lithographic printing, software, and any platforms are compatible with Windows 8, Windows 8.1, Windows 10 and future Microsoft Windows desktop operating system, Microsoft Office 2010, and integration between MS Office applications (especially links between MS Word and MS Excel).
- Reputable track record clearly depicting experience in printing large volumes of statutory documents (more than 100 copies per print order) within tight deadlines. A reference letter in the client's letterhead with fixed line contact numbers stating the number of print orders done must be submitted.
- Proof of physical existence (a valid municipal bill on company's name or lease agreement) of business entity/ satellite office 80km radius from Bhisho with printing equipment to produce large volumes of documents. CoGTA will conduct physical inspection of the printing business as this will form part of the evaluation process.
- Proof of similar assignments in the public or private sector (physical submission of produced documents) undertaken in the last five years with a minimum of two contracts with a duration of at least twenty-four months. The service provider must submit a least two award reference letters in the clients' letter head with fixed line contact numbers.

**Failure to comply with the above will lead to non-consideration of the bidder.**

### **16. SUPPORT, MONITORING AND REPORTING**

- The successful service provider will report directly to the Director: Corporate Communication who is the designated contact officer responsible for the day to day operations.
- A Project Steering Committee chaired by the Director: Corporate Communication will be appointed to manage the contract on a bi-monthly basis.
- At the end of the contract, the service provider must submit a final close out report to the department and the report must be authenticated by the Project Steering Committee.

**NB!! Failure to comply with the above requirements will lead to the bid regarded as non-responsive and will not be considered.**

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## 17. EVALUATION AND SELECTION CRITERIA

CoGTA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following.

Administrative Requirements (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

### 17.1 Gate 0: Administrative Requirements

Without limiting the generality of CoGTA's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.

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

Document that must be submitted	Non-submission will result in disqualification	
	YES/ NO	REQUIRED EVIDENCE
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status	YES	i. Proof of Registration on the Central Supplier Database ii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Pricing Schedule (SBD 3.1)	YES	Submit full details of the pricing proposal.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	YES	Complete and sign the supplied pro forma document.
BBBEE Status Level	NO	Non-submission and non-certification will lead to a zero (0) score on BBBEE
Contribution Certificate		
CVs of Graphic Designers	YES	Provide proof

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<b>Active membership certificate from Printing South Africa.</b>	<b>YES</b>	Bidders must submit proof of active membership certificate from Printing South Africa.
<b>Registration on Central Supplier Database (CSD)</b>	<b>YES</b>	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor / supplier number. Submit proof of registration.
<b>A minimum of two (02) successfully executed similar projects in the past three (05) years</b>	<b>YES</b>	Provide proof in a form of a reference letter in a client's letter head with contactable fixed line telephone /contact numbers and a contact person.
<b>Financial viability</b>	<b>YES</b>	A letter from the bank indicating that there were no dishonoured debit orders in the last six months and a pre-approved credit or bank balance with a minimum value of R350 000
<b>Proof of physical existence valid municipal</b>	<b>YES</b>	Proof of physical existence a valid municipal bill on company's name or lease agreement) of business entity/ satellite office 80km radius from Bhisho with printing equipment to produce large volumes of documents. CoGTA will conduct physical inspection of the printing business as this will form part of the evaluation process.

**17.2 Gate 1: Evaluation Criteria for functionality = 100 points**

	<b>ELEMENTS</b>	<b>REQUIRED EVIDENCE</b>	<b>WEIGHTS</b>
1.	Five years' professional experience in layout, design, printing and delivery services.	<p>Ten years or more professional experience (company registration documents plus CVs of Qualified graphic designers. = 100% of 20</p> <p>Six to nine years professional experience (company registration documents plus CVs of qualified Graphic Designers) = 80% of 20</p> <p>Five years professional experience (company registration documents plus CVs of qualified Graphic Designers). = 60% of 20</p>	20
2.	Reputable track record in printing large volumes of documents (more than 100 copies per print order) to meet tight deadlines in the	<p>The service provider submitted a least five and above reference letters in the client's letter head with fixed line contact numbers stating the printing volumes. = 100% of 20</p> <p>The service provider submitted at least four to five</p>	20

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	last five years..	reference letters in the client's letter head with fixed line contact numbers stating the printing volumes. = 80% of 20  The service provider submitted a least two reference letters in the client's letter head with fixed line contact numbers stating the printing volumes. =60% of 20	
3.	A minimum of two similar contracts undertaken in the last five years with duration of at least twenty-four months	Five (5) contracts and above with a duration of at least twenty-four months undertaken in the last five years (proof of award letters to be attached). =100% of 30  Three (3) to four (4) contracts with a duration of at least twenty-four months undertaken in the last five years. (Proof of award letters to be attached) = 80% of 30  Two (2) contracts with duration of at least twenty-four months undertaken in the last five years. (Proof of award letters to be attached) = 60% of 30	30
5.	Financial viability	A letter from the bank indicating that there were no dishonoured debit orders in the last six months and a pre-approved credit or bank balance with a minimum value of R 300 000.	15
	Location of the service provider	Service provider operating in the Eastern Cape = 100% of 10  Service provider operating outside Eastern Cape =60% of 15	15
	<b>FUNCTIONALITY</b>		<b>100</b>

Only Bidders that have met the Administrative Requirement in (Gate 0) will be evaluated in Gate 1 Evaluation for functionality. Functionality will be scored as follows:

- Functionality – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points.
- There must be equal or above 70 points in order to proceed to Gate 2 for Price and BBEE evaluations.



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## 17.3 Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 70-point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

-The bid price (maximum 80 points)

-B-BBEE status level of contributor (maximum 20 points)

- 1) A tenderer must submit proof of its BBBEE status level contributor
- 2) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
  - (a) may only score points out of 80 for price; and
  - (b) scores 0 points out of 20 for B-BBEE.
  - (c) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

### 17.3.1 Stage 1 – Price Evaluation (80 Points)

This following formula will be used to calculate the points for price:

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

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

### 17.3.2 Stage 2 – BBBEE Evaluation (20 Points)

#### a. BBBEE Points allocation

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A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

B-BBEE points will be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate or Sworn affidavit.

### **b. Joint Ventures, Consortiums and Trusts**

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.

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.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. CoGTA will accept agreements signed by both parties as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Points scored will be rounded off to two.

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**18 GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

21.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which CoGTA is prepared to enter into a contract with the successful Bidder(s).

21.2 The bidder submitting the General Conditions of Contract to CoGTA together with its bid, duly signed by an authorised representative of the bidder.

**19 SPECIAL CONDITIONS OF THIS BID**

19.1 The quotation price is to be in South African currency and must include value-added tax, where applicable and must include disbursements.

19.2 CoGTA reserves the right not to accept any of the submitted quotations. The lowest, or only quotation, will not necessarily be accepted.

19.3 CoGTA will not be liable to reimburse any costs incurred by the contractor during the proposal process.

19.4 Penalties will be applied in respect of late completion of work defined in the final contract provided that the delay is attributed on the part of the service provider.

19.5 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written approval from the DTI and a copy of the authorisation letter must be submitted together with the bid at the closing date and time.

19.6 The successful bidder must be willing to work under pressure, always be available 24 hours, including weekends and public holidays and must be able to print and deliver statutory and ad- hoc documents within 24 hours of an approved printer's proof.

19.7 Direct access to the Graphic designer as and when the department requires during and after working hours including weekends and public holidays.

19.8 The successful bidder must demonstrate proficiency to typeset documents within the Microsoft Word and Excel packages.

19.9 The successful bidder must maintain exact page impression locations and orientation within industry tolerances during the printing, folding, and binding of the books.

19.10 The service provider:

19.10.1 Undertakes to act as an independent contractor in respect of the work.

19.10.2 Shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with professional standards

19.10.3 Shall, in all professional matters, act as a faithful adviser to the COGTA.

19.10.4 Shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered.

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- 19.10.5 Shall, whenever so required by the representative, furnish the representative with particulars in writing regarding the Service Provider's arrangement for the execution of the work. Should the parties be of the opinion that the proposal submitted by the Service Provider does not ensure, inter alia, the completion of the work within a stipulated time for completion, the representative shall have the right to request that the proposal be amended to his/her satisfaction.
- 19.10.6 Shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising there from in connection therewith.
- 19.10.7 Shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of CoGTA.
- 19.10.8 All documents, database or any other material in any format prepared by the Service Provider in relation to the work shall be delivered to CoGTA immediately upon the CoGTA's request.
- 19.11 The Service Provider shall not attempt to recruit employees of the department during the execution of the contract or any part thereof.
- 19.12 If the service provider intends to subcontract, it must submit their BBBEE certificate or Sworn affidavit and that of their intended subcontractor.
- 19.13 The department undertakes to pay the service provider within (30) days from the date of receipt of the correct invoice.
- 19.14 The department shall not enter into a contract where a company has directors, partners, or employees who are employed by the state.
- 19.15 No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted.
- 19.16 All the submitted documents must be completed in full and signed where necessary
- 19.17 All service providers enlisted by National Treasury in the restricted service provider's register will not be considered.
- 19.18 Completed bid documents must be submitted in a sealed envelope (one envelope).
- 19.19 Service providers bidding as a joint venture or consortium must submit an agreement signed by all parties.
- 19.20 CoGTA reserves the right:
- 19.20.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 19.20.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 19.20.3 To accept part of a tender rather than the whole tender.
- 19.20.4 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

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- 19.20.5 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

**NB: Failure to comply with the above requirements will lead to the bid regarded as non-responsive and not considered.**

### **20 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 20.1 CoGTA reserves its right to disqualify any bidder who either itself or any of whose members or directors.

20.1.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

20.1.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

20.1.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CoGTA's officers, directors, employees, advisors or other representatives;

20.1.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

20.1.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

20.1.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

20.1.7 has in the past engaged in any matter referred to above; or

20.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

### **21 PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing CoGTA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

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### **22 INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, CoGTA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds CoGTA harmless from any and all such costs which CoGTA may incur and for any damages or losses CoGTA may suffer.

### **23 PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

### **24 LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. CoGTA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

### **25 TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. CoGTA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to CoGTA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. CoGTA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

### **26 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. CoGTA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

### **27 GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

**TERMS OF REFERENCE FOR THE LAYOUT, DESIGN, PRINTING AND DELIVERY SERVICES  
FOR A PERIOD OF THIRTY- SIX MONTHS (36)- SCMU7-22/23-0004**

**28 CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with CoGTA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by CoGTA remain proprietary to CoGTA and must be promptly returned to CoGTA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

Throughout this bid process and thereafter, bidder(s) must secure CoGTA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

**29 CoGTA PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any CoGTA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

**30 AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this tender, CoGTA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

**END USER:**

**MR M. NGAM**

**SENIOR MANAGER: CORPORATE COMMUNICATION**

**DR S. MDIISHWA**

**ACTING CHIEF DIRECTOR: STRATEGIC MANAGEMENT AND COMMUNICATION SERVICES**

**19 July 2022**

**DATE**

**19/07/2022**

**Recommended**

**TERMS OF REFERENCE FOR THE LAYOUT, DESIGN, PRINTING AND DELIVERY SERVICES  
FOR A PERIOD OF THIRTY- SIX MONTHS (36)- SCMU7-22/23-0004**

**RECOMMENDED / ~~NOT RECOMMENDED~~**

  
**MR. A NGEWU**

**CHAIRPERSON: BID SPECIFICATION**

22/07/2022

**DATE**

**RECOMMENDED / ~~NOT RECOMMENDED~~**

  
**DR. M SISI**

**DIRECTOR: SUPPLY CHAIN MANAGEMENT**

22 July 2022

**DATE**

**RECOMMENDED / ~~NOT RECOMMENDED~~**

  
**MR. MZITHA**

**ACTING CHIEF FINANCIAL OFFICER**

25/07/2022

**DATE**

**APPROVED / ~~NOT APPROVED~~**

  
**MR. A.A. FANI**

**HEAD OF DEPARTMENT**

**COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS**

**DATE**

28/07/2022