

# **NSG/BID/03/2022/2023**

## **REQUEST FOR PROPSAL:**

## **PROVISION OF PRINTING SERVICES FOR THE NATIONAL SCHOOL OF GOVERNMENT (NSG)**

### **BIDDING DOCUMENT**

SBD 1	Invitation to Bid
SBD 4	Declaration of Interest
SBD 6.1	Preference points claim form in terms of Preferential Procurement Regulations 2017
GCC	General Conditions of Contract
RFP	Request for Proposal and Terms of Reference
SCC	Special Conditions of Contract
ANNEXURE A	Detail of Proposed Team
ANNEXURE B	Summary of Past Experience
ANNEXURE C	Evaluation Criteria
ANNEXURE D	Bidder's Declaration

**Advertising Date: 01 July 2022**

**Closing Date: 22 July 2022**

**Closing Time: 11:00**

**Bid Submission Address:**

**National School of government**

**20 Greef Street**

**SunnySide**

**Pretoria**

## PART A INVITATION TO PROVIDE FORMAL QUOTATION

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER: NSG/BID/03/2022/2023		CLOSING DATE: 22 JULY 2022		CLOSING TIME: 11:00	
DESCRIPTION Request for Proposal: Provision of Printing Services for the National School of Government (NSG) for a period of 3 (three) years.					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
National School of Government					
ZK Matthews Building					
20 Greef Street					
Sunnyside, PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		Anet de Beer		CONTACT PERSON	
TELEPHONE NUMBER		n/a		A Koloko	
FACSIMILE NUMBER		n/a		TELEPHONE NUMBER	
E-MAIL ADDRESS		<a href="mailto:Annetha.debeer@thensg.gov.za">Annetha.debeer@thensg.gov.za</a>		n/a	
				FACSIMILE NUMBER	
				n/a	
				E-MAIL ADDRESS	
				<a href="mailto:Albert.Koloko@thensg.gov.za">Albert.Koloko@thensg.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		<input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX]	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
				<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## 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.

**SBD4 - NO.03 OF 2021/2022**

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 **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 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"/>
-----	--------------------------	----	--------------------------

- 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"/>
-----	--------------------------	----	--------------------------

- v) 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

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



**school of government**

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**Department:  
National School of Government  
REPUBLIC OF SOUTH AFRICA**

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**REQUEST FOR PROPOSAL FOR THE PROVISION OF  
PRINTING SERVICES FOR THE NATIONAL SCHOOL OF  
GOVERNMENT (NSG) FOR A PERIOD OF 3 (THREE) YEARS.**

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**NSG/BID/03/2022/23**

**Date issued: 01 JULY 2022**

**Closing date and time: 22 JULY 2022**

**Bid Validity Period: 120 days**

**TENDER BOX ADDRESS:**

ZK Matthews Building  
20 Greeff Street  
Trevenna / Sunnyside  
Pretoria

**NATIONAL SCHOOL OF GOVERNMENT**

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## 1. BACKGROUND

The National School of Government (NSG) aims to contribute towards establishing a capable, professional and responsive public service that is committed to and has institutionalised the values and policies of a Developmental State.

The National School of Government thus places itself at the forefront of learning and development to influence the state, and levels of public service performance and delivery at the three spheres of Government. The NSG is responsible for learning and development programmes in a uniform public sector with the objective of developing a professional, responsive and capable public sector, driven by the imperative of a developmental state.

The NSG fulfils its mandate through the provision of quality education, training and development (ETD) that empowers all public servants and public sector officials to learn, grow and serve in support of Government's transformation agenda. Therefore, beneficiaries of NSG courses and programmes include officials at national, provincial and local government, and their related sectors.

The NSG, as a training entity, needs to ensure that appropriate training and other material is provided to its clients.

The purpose of the Terms of Reference (ToR) is to acquire the services of suitably qualified service providers with the relevant skills, expertise and experience to bulk print learning materials for the NSG. The NSG may require, from time to time, to print other material.

## 2. PURPOSE AND OBJECTIVES OF THE CONTRACT

The intent and purpose of this terms of Reference (ToR) is to solicit proposals from suitably qualified service providers with the relevant skills, expertise, and experience to **bulk print learning material for the NSG**.

The objective of this project is to appoint a **pre-approved list of suppliers** for the provision of printing services for the NSG.

The ToR does not constitute an offer to business with the NSG, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

## 3. DURATION OF THE CONTRACT

The pre-approved list of service providers will be appointed for a period of three (3) years from date of appointment.

A formal written contract between NSG and the appointed service providers will be signed to confirm the contractual agreements.

## 4. SCOPE OF WORK AND DELIVERABLES

### 4.1 Main activity

The appointed service providers will be required to bulk print learning material for the NSG in accordance with the following printing specifications.

#### 4.1.1 Master copy for proofreading

The service providers will be required to produce a master copy from which the printing is going to be made. This Master copy will be used for the final sign-off by the relevant official at the NSG.

Size	PRODUCT TYPE			
	Binding Specifications			Lever Arch files: packed and assemble.
	Stitch (Stapled): Booklet	Perfect bind: Booklet	Glue bind: Booklet	
1-50	✓			
51-100	✓			
101-150		✓		✓
151-200		✓		✓
201-250		✓		✓
251-300		✓		✓
301-350			✓	✓
351- above			✓	✓

#### 4.1.2 Printing

The NSG will provide a full printing specification for each order. Additional specifications will be given from time to time for each order where applicable.

##### Additional specification:

- Cover: Gloss and Matt weight 250 gsm
- Content page: weight 80 gsm
- Printed in full colour

- Printed in black and white
- Paper size: A4
- Lever Arch: 2-D ring binder 40 mm
- Dimensions: 297 mm x 210mm
- Artwork to be supplied as press-ready PDF files.
- Any other special specifications would be discussed with the service provider(s) e.g. braille printing
- Print braille

#### **4.1.3 Additional Resource Material**

- **Resource Compact Disc (Resource CD)**

The NSG also requires the design of resource CD cliché (in full colour) and the disc preparation for printing. The service provider(s) must also ensure that the resources CDs are supplied in clam shell casing/ plastic pocket (at the back of the booklet or in arch fill pocket). The CDs should also incorporate E-learning format or link provided by NSG when burned.

The final printed products (resource CDs and materials) must be delivered to premises as will be confirmed by the NSG at the time of placement of order.

- **USB**

The NSG also requires the design of resource USB cliché (in full colour) and the USB preparation for printing. The service provider(s) must also ensure that the resources USBs are supplied in clam shell casing/ plastic pocket (at the back of the booklet or in arch fill pocket). The USBs should also incorporate E-learning format or link provided by NSG when burned.

USB specification should be:

- High speed USB 3.0 Flash, 16 GB
- High speed USB 3.0 Flash, 32 GB
- The disk content should be write protected.

The final printed products (resource USB and materials) must be delivered to premises as will be confirmed by the NSG at the time of placement of order.

#### **4.2 Responsibilities**

##### **4.2.1 The National School of Government (NSG)**

The officials who are responsible for the printing and dissemination of the learning material will ensure the following:

- (a) That the service provider is informed in advance of the learning material to be printed, and a project plan is provided.
- (b) That the service provider receives written content (in Microsoft Office formats) as well as other information such as images, logo's, graphs and tables.



- (c) NSG will confirm all approval processes in writing to the service provider.
- (d) NSG will confirm the accuracy and completeness of each printed material and signs the invoice to authorize the payment thereof afterwards.
- (e) If the dispatch is not at the NSG one copy must be delivered at the NSG premises.
- (f) Full project payment amount will be made upon delivery of the learning material for completed projects with part-payments.
- (g) The NSG or its agent will be responsible for quality control of printing and dispatching of the learning materials. and
- (h) The NSG will confirm that the bidder has modern equipment, facilities and infrastructure utilized in the industry (NSG may visit the Bidder's premises).

#### **4.2.2 Service providers**

The service providers will be responsible for the following:

- (a) Provide a minimum of two concept copies for each learning material to be printed. The service provider will present these concepts to NSG.
- (b) Enable necessary reviews for refinements needed on preferred design concept.
- (c) Ensure that dedicated resources and capacity are allocated to NSG projects, and that such resources are available to engage with NSG.
- (d) The timeous delivery of finalized material, either to NSG or intended recipients, as agreed with NSG.
- (e) Provider must respond within five (5) days of receipt of a request for quotations.
- (f) Ensure confidentiality in respect of all learning material.
- (g) Submit original invoices, together with all relevant documents, to support claims for payment by the service provider. Invoices will only be processed once NSG has approved the quality of the product/ service.
- (h) Service provider contracted for Braille Printing **must** submit a certificate confirming that the contents of the braille material complies 100% with the written sample submitted with them.
- (i) The bidder will confirm that they have access to modern equipment, facilities and infrastructure utilized in the industry.
- (j) Be able to print and deliver required quantity of learning material as point 4.2.2 within 7 working days upon receipt of a request confirmation.

#### **NB**

The National School of Government is currently procuring software (The software should allow tracking of stock movement, issuing, availability in an instance and be capable to order stock automatically on-line. It should allow managing and updating the stock level either by a number or be able to scan using numbers/code supplied by printing service providers. Therefore, all learning material procured by NSG from the appointed printing service provider must have a scan able code or a number. Appointed service providers will have unique numbers.

### **5. EXPERIENCE AND SKILLS REQUIRED**

- The successful bidders shall assign a project / account manager with relevant technical expertise in printing learning material. Bidders must complete **Annexure A** – Details of proposed team.
- The successful bidder shall have access to modern equipment, facilities and infrastructure utilized in the industry.

- Maintains a good track record in serving both private and public sector, and a list of clients should be provided. Bidders must complete **Annexure B** – Summary of past experience.
- Must be able to demonstrate its financial position – audited financial statements must be provided.

## 6. INVOICING

Invoices should be forwarded to the NSG with all supporting documentation in order to expedite payments within 30 days from receipt of correct and complete invoice and relevant supporting documents. If these documents are not received, payments will be delayed until outstanding documents have been received. Consistent failures to submit the required documents may constitute reason for terminating the contract between the NSG and the pre-approved supplier. No deposit of advance payments will be made by the NSG.

A monthly statement accompanied by all outstanding VAT invoices must be submitted by the service provider on or before the 7<sup>th</sup> day of each months in respect of services provided in the previous month.

## 7. SUBMISSION OF PROPOSALS

Evidence required for evaluation purposes must be clearly indexed and tagged. Bidders are required to indicate the tag number of evidence submitted in response to each criterion listed in **Annexure C** (evaluation criteria)

Each bid shall comprise of the following, bound and clearly indexed as follows:

Section 1	Mandatory documents / information as listed in the special conditions of contract, page 15,13.1.1
Section 2	Capacity and Capability – Annexure C: Evaluation Technical Score card: <ul style="list-style-type: none"> <li>• Service proposal;</li> <li>• Company Experience; and</li> <li>• Resources and Capacity.</li> </ul>
Section 3	Draft Service level Agreement.
Section 4	Samples of printed work done by the bidder: <ul style="list-style-type: none"> <li>1x stitch booklet</li> <li>1x perfect bind booklet</li> <li>1 x glue bind booklet</li> </ul>

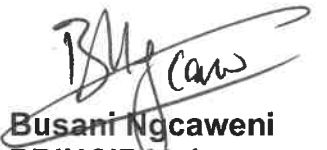
## 8. EVALUATION OF BIDS

Bids will be evaluated in terms of the Preferential Procurement Policy Framework Act of 2000 (PPPFA) and its Regulations, which stipulate an 80/20 preference point split for the requirements exceeding R1million. Full details on the evaluation criteria are included in the Special Conditions of Contract (SCC).

## 9. VALIDITY PERIOD

All bids submitted must be valid for a period of 120 days after the closing date.

## 11. APPROVAL OF TERMS OF REFERENCE

  
Busani Ngcaweni  
PRINCIPAL  
Date: 28/6/22



---

**SPECIAL CONDITIONS OF CONTRACT**

**BID NUMBER NSG/BID/03/2022/2023**

**PRINTING SERVICES FOR THE NATIONAL SCHOOL OF GOVERNMENT FOR A PERIOD OF THIRTY-SIX  
(36) MONTHS**

**CLOSING DATE AND TIME OF BID: 22 JULY 2022 AT 11:00**

**BID VALIDITY PERIOD: 120 DAYS**

**NATIONAL SCHOOL OF GOVERNMENT**



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**LIST OF ABBREVIATIONS**

BAC	Bid Adjudication Committee
B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
BEE	Black Economic Empowerment
CSD	Central Supplier Database
EME	Exempt Micro Enterprises
NSG	National School of Government
PPPFA	Preferential Procurement Policy Framework Act
PPR	Preferential Procurement Regulations
QSE	Qualifying Small Enterprise
SA	South Africa
SARS	South African Revenue Service
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
VAT	Value Added Tax



## RETURNABLE DOCUMENTS

**Table 1: Returnable Bid Document Checklist**

#	Document Name	Included in the published bid document?	To be returned by bidder
<b>LEGISLATIVE REQUIREMENTS DOCUMENTS</b>			
1	SBD 1 Invitation to Bid	Yes	Yes
2	SBD 4 Declaration of Interest	Yes	Yes
3	SBD 6.1 Preference Point Claim Form	Yes	Yes
<b>PHASE I: MANDATORY REQUIREMENTS</b>			
4	Legislative Requirements Documents	Yes	Yes
<b>PHASE II: TECHNICAL REQUIREMENTS EVALUATION</b>			
5	Documentation and evidence as per of Terms of Reference	No	Yes

**#NB 1:** All the prospective bidders are required to return these documents as per above sequence.

**#NB 2:** The above table for returnable documents is a guide only on how and which documents must be submitted.

**#NB 3:** It is the responsibility of the bidder to ensure that they read each paragraph in the Special Conditions of Contract and Bid to determine all documents required and templates must be completed and submitted accordingly.

### 1. LEGISLATIVE AND REGULATORY FRAMEWORK

1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2017 Regulations. The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract. However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

#### 1.2 Standard Bidding Documents

The following standard bidding documents must be submitted with the bid at the closing date and time of bid.

- SBD 1 – Invitation to bid
- SBD 4 – Declaration of interest
- SBD 6.1 – Preference Points Claimed (B-BBEE)



### **1.3 Tax Compliance Requirement**

- 1.3.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 1.3.2 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit bids.
- 1.3.3 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the transversal contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 1.3.4 Bidders are required to be registered on the Central Supplier Database (CSD) and NSG shall verify the bidder's tax compliance status through the CSD or through SARS.
- 1.3.5 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

## **2. SPECIFICATIONS AND SCOPE OF WORK**

- 2.1 The Terms of Reference (ToR) are intended to provide a scope of work and deliverables to appoint Pre-approved list of printers in terms of Treasury Regulations for a period of thirty -six (36) months.
- 2.2 Bidders need to adhere to the specifications listed in the terms of reference under section 4
- 2.3 Bidders should submit a list of clients confirming current and past printing service experience.
- 2.4 Bidders should submit details for contactable references of at least three (3) current clients:





## SECTION A

### CONDITIONS OF BID

#### 3. PART 1: EVALUATION CRITERIA

##### 3.1 BRIEFING SESSION

There will be no briefing session for this bid.

##### 3.2 TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is **120 days**. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal, and NSG Website	01 July 2022
Bid Closing date	22 July 2022

##### 3.3 BID EVALUATION PHASES

3.3.1 The bid shall be evaluated in three (3) phases as per the table below:

**Table 2: Evaluation Criteria**

PHASE I	PHASE II
<b>Compliance with mandatory and other standard bidding documents</b>	<b>Technical Evaluation</b>
Compliance with mandatory and other bid requirements	Documentation and evidence as per Terms of Reference and Evaluation Criteria (Annexure C)

##### 3.4 PHASE I: MANDATORY BID REQUIREMENTS

3.4.1 Bidders' must submit all required documents indicated in table 4 hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. Bidders who fail to comply with any of the mandatory criteria will be disqualified.



Table 3: Mandatory Requirements

Mandatory requirements - Documents that must be submitted in Phase I	
Service Provider Profile	<p>The bidder shall submit a company profile which included but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Description of similar work undertaken;</li> <li>• Risk management strategy to mitigate any risk that might arise for the duration of the contract;</li> <li>• Footprint: Bidders must submit proof of address such as a copy of municipal rates and taxes, not older than three (3) months; and</li> <li>• Contactable references (at least 3) with the bid documents at the closing date and time of the bid.</li> </ul>
Company Financial Statements	The bidder shall submit a copy of the bidder's latest available audited financial statements, alternatively submit a confirmation from the bidder's auditors that the bidder is a going concern, with the bid documents at the closing date and time of the bid.- 3 months bank statements will also be acceptable.
Shareholding Portfolio	The bidder shall submit valid proof of registration of the company with CIPRO/CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPRO/CIPC is not required, proof of ownership/shareholding must be provided
B-BBEE Certificate / Affidavit	Only bids received from service providers who are EME or QSE which is at least 51% owned by black will be considered for evaluation.
SBD 1 - Invitation to Bid	Complete and sign the attached pro forma document
SBD 4 - Declaration of Interest	Complete and sign the attached document
SBD 6.1 - Preference Point Claim Form	Complete and sign the attached document – non-submission will lead to a zero (0) score on B-BBEE.
Registration on Central Supplier Database (CSD)	<p>The bidder must be registered as a service provider on the CSD. If the bidder is 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 number.</p> <p><b>Tax Status must be compliant</b>, In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence</p> <p>Submit proof of registration.</p>
Bidder's declaration (Annexure D)	Complete and sign – bid is valid for 120 days
Summary of Past experience (Annexure B)	Submitted
Detailed Proposed Team (Annexure A)	Submitted



### 3.5 PHASE II EVALUATION: TECHNICAL EVALUATION

Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. Bidders who fail to comply with any of the mandatory criteria will be disqualified.

3.5.1 The Bid Evaluation Committee will evaluate in terms of technical requirements and a bidder who scores a minimum of 70% will be evaluated further

3.5.1.1 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:

**Table 4: Preference Point System**

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

3.5.1.2 Bidders are required to complete the preference claim form SBD 6.1 and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point.

3.5.1.3 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

3.5.1.4 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered for preference points.

3.5.1.5 The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made about preference.

3.5.1.6 The points scored will be rounded off to the nearest two (2) decimals.



- 3.5.1.7 If two (2) or more bids have scored equal total points, the award will be to the bidder scoring the highest number of preference points for B-BBEE.
- 3.5.1.8 However, when functionality is part of the evaluation process and two (2) or more bidders have scored equal points including equal preference points for B-BBEE, the awarded will be to the bidder scoring the highest for functionality.
- 3.5.1.9 Should two (2) or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 3.5.1.10 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

#### **4. RECOMMENDATION AND APPOINTMENT OF BIDDERS**

- 4.1 The Bid Evaluation Committee will recommend a preferred responsive bidder based on the evaluation criteria stipulated above.
- 4.2 The award of the Contract is subject to meeting all the requirements of the bid.



## **5. PART 2: ADDITIONAL BID REQUIREMENT**

### **5.1. Introduction**

All bidders must comply with the requirements below as well as submit all required documents referred below. Unless the requirements specifically provide for mandatory compliance, the National School of Government reserves the right to disqualify a bid that does not comply with any of the requirements.

## **6. TERMS AND CONDITIONS**

### **6.1. Third Party Agreements and Subcontractor Agreements**

6.2. No Agreement between the bidder and any third party will be binding to the State.

6.3. The bidder must declare as required in terms of SBD 6.1 its intention to subcontract voluntarily and the percentage of subcontracting thereof and must provide full description of subcontractor.

## **7. SUPPLIER DUE DILIGENCE**

The State reserves the right to conduct supplier due diligence during bid evaluation, prior to final award or at any time during the contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof and the contract may be terminated.

## **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 may result in the invalidation of such bids.

## **9. FRONTING**

9.1 The NSG 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 NSG does not support any form of fronting.

9.2 The NSG, 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 this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the DTI, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting



does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by NSG may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the NT may have against the bidder concerned.

## 10. RIGHT OF AWARD

The State reserves its following rights:

- To award the bid in part or in full.
- Not to make any award in this bid.
- Award the bid to more than one (1) bidder for the same item.
- Request further technical information from any bidder after the closing date.
- Verify information and documentation of the service provider.
- Not to accept any of the bids submitted.
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award; and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

## 11. NEGOTIATION

The State reserves the right to negotiate with the preferred bidders in line with the legislative requirements.

## 12. SUBMISSION OF BIDS

12..1 Bidders must respond to the bid as follows:

- 12.1.1 Bidders must submit **one (1) original document and four (4) soft copies in USB format** of the original document at the National School of Government, **20 Greeff Street, Trevenna, Sunnyside**, Deposit the bid in the tender box that will be placed at the **security entrance in Greeff Street**.
- 12.1.2 Bid Closing date and time: 22 July 2022 @ 11:00
- 12.1.3 Bidders must ensure that the bid is be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.
- 12.1.4 **#NB:** Bid document are required to be submitted in the order as indicated on Table 1 – Returnable Documents Check list.



### 13. LATE BIDS

Bids received after the closing date and time, will NOT be accepted for consideration and where practicable, be returned unopened to the bidder.

### 14. COMMUNICATION AND CONFIDENTIALITY

- 14.1 The Supply Chain Management Unit within the Office of the Chief Financial Officer (CFO) may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 14.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NSG (other than minor clerical matters), the bidder must promptly notify the NSG in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford the NSG an opportunity to consider what corrective action is necessary (if any).
- 14.3 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NSG will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 14.4 All communication between the bidder and the National School of Government must be done in writing.

### 15. CONTACT DETAILS

#### 15.1 General

National School of Government, Supply Chain Management Unit, Office of the Chief Financial Officer,  
Private Bag x759, Pretoria, 0001

Physical address: 20 Greeff Street, Trevenna, Sunnyside

#### 15.2 Bid Enquiries

All technical enquiries should be in writing to [Albert.koloko@thensg.gov.za](mailto:Albert.koloko@thensg.gov.za)

Any other bid related enquires should be in writing to [Nkhensani.nkuna@thensg.gov.za](mailto:Nkhensani.nkuna@thensg.gov.za)

or [Annetha.debeer@thensg.gov.za](mailto:Annetha.debeer@thensg.gov.za) or [Mesele.thulare@thensg.gov.za](mailto:Mesele.thulare@thensg.gov.za) .[mailto:](#)The closing date for receipt of all enquiries is 15 July 2022.All enquiries beyond the closing date will not be considered.



**SECTION B:****CONDITIONS OF CONTRACT****16. CONCLUSION OF CONTRACT**

- 16.1 The Contract between National School of Government and the preferred bidder/s (Service Provider) collectively referred to as the Parties shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.
- 16.2 The Service Provider (s) shall be appointed in terms of this bid.
- 16.3 In the event that there is any contradiction between the abovementioned documents, the special conditions of contract shall take precedent. For purpose of Section B, the term "service provider "shall refer to the preferred bidder appointed in terms of the contract.

**17. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES****17.1 Supplier Performance Management**

- 17.1.1 Supplier performance management will be the responsibility of the Project Leader and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, NSG Legal services and/or NSG SCM must be contacted for corrective actions. .

**18. SECURITY AND CONFIDENTIALITY INFORMATION**

- 18.1 The Supplier will regard all information which he/she obtains or is entrusted with concerning the NSG whilst executing the contract, as confidential, secret, or top secret.
- 18.2 The Supplier, his/her employees, sub-contractors, or agents may not make any such information obtained or entrusted with to any other person or to the media.

**19. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS**

- 19.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the NSG in writing 90 days prior to such event of relevant details.
- 19.2 NSG reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract
- 19.3 A contracted supplier must inform the NSG within 7 days of any changes of address, name, contact or banking details.





## **20. REGISTRATION ON DATABASES OF PARTICIPATING AUTHORITIES**

- 20.1 Awarded bidder must ensure continuous compliance with all statutory requirements which may affect their complying status on Central Supplier Database managed by National Treasury.

## **21. TERMINATION**

- 21.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –

- The service provider decides to transfer the contract or cede the contract.
- The service provider does not honour contractual obligations including submission of information.
- The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract.
- The service provider enters into settlement arrangements with their creditors.
- The service provider commits an act of insolvency.
- In the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.
- There is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of the State.
- Overall poor performance rating during the contract period

**THE END**

## ANNEXURE A

### Details of proposed team (attach copies of qualifications)

[illegible]

ANNEXURE B

SUMMARY OF PAST EXPERIENCE (attach reference letters for verification)

Project Description	Client Name	Client Contact Details	Contract Start Date	Contract End Date	Contract Value
		Name: Number: E-mail:			
		Name: Number: E-mail:			
		Name: Number: E-mail:			
		Name: Number: E-mail:			
		Name: Number: E-mail:			



**school of government**

Department:  
National School of Government  
**REPUBLIC OF SOUTH AFRICA**

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**Annexure C**

**DESKTOP EVALUATION TECHNICAL SCORECARD**

**AND COMPLIANCE CHECKLIST**

**NSG/BID/03/2022/2023**

**PROVISION OF PRINTING SERVICES TO THE NSG**

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The form must be submitted in File 1 (Technical file), **Display B**

**EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:**

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	Experience of the bidder	Display C: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance, or non-compliance to the requirement.

**EXAMPLE OF A RATING SCALE THAT BID EVALUATION COMMITTEE MEMBERS WILL USE**

Rating	Definition	Score
<b>Excellent</b>	<b>Exceeds</b> the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	<b>5</b>
<b>Good</b>	<b>Satisfies</b> the requirement with <b>minor additional benefits</b> . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	<b>4</b>
<b>Acceptable</b>	<b>Satisfies</b> the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	<b>3</b>
<b>Minor Reservations</b>	Satisfies the requirement with <b>minor reservations</b> . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>2</b>
<b>Serious Reservations</b>	Satisfies the requirement with <b>major reservations</b> . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>1</b>
<b>Unacceptable</b>	<b>Does not meet the requirement</b> . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	<b>0</b>

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
DESKTOP EVALUATION		100			
1	SERVICE PROPOSAL	50		SCORE	COMMENT
1.1	Bidders must submit, as part of the proposal, a detailed company profile exhibiting the skills, experience, and philosophy of the service provide	10	CSS,		
1.2	Bidders must submit a detailed proposal according to the requirements listed in the terms of reference	40	ToR Scope of work		

2	COMPANY EXPERIENCE	20			COMMENT
2.1	Account Manager allocated to the project must have a minimum of three (3) years' experience and the relevant skills, knowledge, and expertise to manage and deliver printing work to the NSG	10	ToR Annexure A		
2.2	Demonstrate experience in both public and private sectors	10	Tor Annexure B		

3	RESOURCES AND CAPACITY	20			COMMENT
3.1	<ul style="list-style-type: none"> <li>Provide proof of equipment to be used for the printing of NSG material</li> <li>Provide proof on how the bidder will have access to equipment for the printing of NSG material</li> </ul>	20	ToR		
3.2	<ul style="list-style-type: none"> <li>Provide printing samples</li> </ul>	10	Tor		

**BIDDER DECLARATION**

The bidder hereby declare the following:

We confirm that \_\_\_\_\_ (Bidder's Name) will:

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of the NSG;
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c) Act with circumspection and treat the NSG fairly in a situation of conflicting interests;
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e) Agree to accept the conditions stipulated in the GCC and SCC;
- f) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the NSG;
- g) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- h) To conduct their business activities with transparency and consistently uphold the interests and needs of the NSG as a client before any other consideration; and
- i) To ensure that any information acquired by the bidder(s) from the NSG will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature\_\_\_\_\_

Date\_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

FOR AND ON BEHALF OF: \_\_\_\_\_ (Bidding Company's Name)



# **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**  
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**NOTES**

The purpose of this document is to:

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

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

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

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## **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>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<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>	<p>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).</p> <p>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.</p>

- 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)