



RTIA

Road Traffic Infringement Authority

Justice in Adjudication

BID NUMBER:	RFP04/2026/2027
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE BRANDING AND PROMOTIONAL MATERIAL FOR ROAD TRAFFIC INFRINGEMENT AGENCY (RTIA) FOR THE PERIOD OF TWELVE (12) MONTHS
VALIDITY PERIOD:	120 Days from the closing date.
CLOSING DATE:	07 AUGUST 2026 at 11:00am
PROPOSALS MUST BE HAND DELIVERED/ COURIERED TO:	Road Traffic Infringement Agency Head Office (at reception) New Road Office Park, 10 Matuka Close, Midrand 1685
ATTENTION:	Supply Chain Management Office: Daphney Matlhoko
Enquiries	<u>bids@rtia.co.za</u> and <u>Daphney.Matlhoko@rtia.co.za</u>
Proposals must be deposited inside the RTIA bid box situated at the building mentioned above on or before closing date and time.	
Compulsory Clarification Session: Online / Virtual	
Date: 29 JULY 2026	
Time: 11: 00am	
https://teams.microsoft.com/meet/317699280069342?p=xYYTPnGSMKVDQbFVKC	
Meeting ID:	
317 699 280 069 342	
Passcode:	
W5t2jZ2X	



YOU ARE HEREBY INVITED TO THE BID FOR ROAD TRAFFIC INFRINGEMENT AGENCY

BID NO: RFP04/2026/2027

CLOSING TIME: 11:00

CLOSING DATE: 07 August 2026

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS RULE NOT BE ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with the bid for services reflected on the attached forms
2. Attached please find:
 - 2.1 Authority to sign Standard Bidding Documents (SBD's) on behalf of an Entity. Pg. 3-4
 - 2.2 Invitation to bid (SBD1)Pg. 5-6
 - 2.3 Pricing Schedule Services) (SBD .3.1)Pg.7-8
 - 2.4 Declaration of interest (SBD 4)Pg.9-13
 - 2.5 Preference points claim form (SBD 6.1) Pg.14-16
 - 2.6 Local production and content form (6.2).....Pg.17-21
 - 2.7 Terms of ReferencesPg.22-44
 - 2.8 General Conditions of the Contract.....Pg.45-59
3. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each Bid document must be submitted in a separate sealed envelope stipulating the following information: Name and address of the bidder, bid number and closing date of the bid.
4. Bid proposals must be deposited into the tender box situated Road Traffic Infringement Agency, Head Office (at the reception), **New Road Office Park, 10 Matuka Close, Midrand, 1685** , by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender or bid box on the closing date and time will not be considered.

Yours faithfully

SIGNED

DAPHNEY MATLHOKO

SUPPLY CHAIN MANAGEMENT

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD's) ON BEHALF OF AN ENTITY

Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In Case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing director or other official of the company to sign the documents on behalf of the company.

In a case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In a case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign documents unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which a **proof of such authorization** shall be included in the Tender.

In a case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

Accept that failure to submit proof of Authorization to sign the tender shall result in a tender offer being regarded as non-responsive

EXAMPLE OF THE RESOLUTION OF AUTHORITY TO SIGN BIDDING DOCUMENTS

Signatories for Companies, Close Corporation, and Partnerships must establish their authority by ATTACHING TO THIS FORM, ON THEIR ORGANIZATION'S LETTER HEAD, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

MAGEZA ZINTO (Pty) Ltd

By resolution of the Board of Directors taken on 04 June 2024

Mrs K Kodue

**Has been duly authorized to sign all documents in connection
with:**

**APPOINTMENT OF SERVICE PROVIDER TO PROVIDE BRANDING
AND PROMOTIONAL MATERIAL FOR ROAD TRAFFIC
INFRINGEMENT AGENCY (RTIA) FOR THE PERIOD OF TWELVE
(12) MONTHS Bid Number RFP04/2026/2027**

On Behalf of MAGEZA ZINTO (Pty) Ltd

**Signed on behalf of the Company; (Signature of Managing
Director)**

NAME AND SURNAME	SIGNATURE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROAD TRAFFIC INFRINGEMENT AGENCY				
BID NUMBER:	RFP04/2026/2027	CLOSING DATE:	07 AUGUST 2026	CLOSING TIME: 11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE BRANDING AND PROMOTIONAL MATERIAL FOR ROAD TRAFFIC INFRINGEMENT AGENCY (RTIA) FOR THE PERIOD OF TWELVE (12) MONTHS			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:				
Road Traffic Infringement Agency Head Office (at reception) New Road Office Park, 10 Matuka Close, Midrand, 1685				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
		TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
	☐ No			☐ 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	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER 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)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Road Traffic Infringement Agency	CONTACT PERSON	Mr Monde Mkalipi
CONTACT PERSON	Daphney Matlhoko	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	087 287 7996	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	NA	E-MAIL ADDRESS	Bids@rtia.co.za
E-MAIL ADDRESS	Daphney.Matlhoko@rtia.co.za		

PART B TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER 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. RFP04/2026/2027
Closing Time 11:00	Closing date: 07 AUGUST 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)			
-	Required by:		
-	At:		
-	Brand and model		
-	Country of origin		
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		
		*Delivery: Firm/not firm	
-	Delivery basis		

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

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

*Delete if not applicable

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 interest¹ 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 with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

- 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 consortium² 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 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.

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

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 2022

COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has a disability – **attach doctor's letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Specific goal: **Locality** –
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

1.8 Local content – specific goal: the SBD 6.2 must be fully completed and signed

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or }$		$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution.	8		
II. Who is female	3		
III. Military Veteran	3		
III. IV. Who has a disability	2		
IV. V. Specific goal: Youth	2		
VI. Locality	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Textile Clothing Leather and Footwear Sector	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



RTIA

Road Traffic Infringement Authority

Justice in Adjudication

Request for Bid

TO PROVIDE RTIA AARTO BRANDING AND PROMOTIONAL MATERIAL

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TO PROVIDE RTIA AARTO BRANDING AND PROMOTIONAL MATERIAL

1. Purpose

The Road Traffic Infringement Agency ("RTIA or Agency") is looking to appoint a specialist service provider to provide branding and promotional material to the Agency as part of its public education and community awareness programme on the implementation of the Administrative Adjudication of Road Traffic Offences (AARTO) Act number 46 of 1996, as amended in 2019, for a period of twelve (12) months.

As an Agency mandated to rollout AARTO throughout the country, the RTIA has to position itself as a formidable brand, together with its AARTO service offerings to the road user community.

2. Background information

The AARTO Act of 1998 requires the RTIA to conduct public education and awareness campaigns on AARTO so that motorists are aware of their rights and options as provided for in the same legislation. Such a public education effort will empower road users to change their behaviour for the better in order to reduce fatalities on our roads.

Preceding the national AARTO rollout is an intensive public education drive to inform road users of the benefits of the implementation of the AARTO Act. As part of the public education programme is the intention to position brand RTIA as a recognisable brand, with its service offerings receiving positive returns from its beneficiaries. The RTIA is a relatively new entity which began operating in 2008. AARTO implementation is still on a limited scale in the country. It also means there must be a deliberate mass public communication on the two components just mentioned.

AARTO is a road safety intervention designed to improve the behaviour of the road user.

The objectives of the AARTO Act are:

- (a) To encourage compliance with the national and provincial laws and municipal by-laws relating to road traffic and to promote road traffic safety;
- (b) To encourage the payment of penalties imposed for infringements and to allow alleged minor infringers to make representations;
- (c) To establish a procedure for the effective and expeditious adjudication of infringements;
- (d) To alleviate the burden on the courts of trying offenders for infringements;
- (e) To penalise drivers and operators who are guilty of infringements or offences through the imposition of demerit points leading to the suspension and cancellation of driving licences, professional driving permits or operator cards;
- (f) To reward law-abiding behaviour by reducing demerit points where they have been incurred if infringements or offences are not committed over specified period;
- (g) To establish an Agency to support the law enforcement and judicial authorities and to undertake the administrative adjudication process; and
- (h) Strengthen co-operation between the prosecuting and law enforcement authorities by establishing a Board to govern the Agency.

3. Scope of the services required

As part of promoting and branding the RTIA and its service offerings to both internal and external stakeholders, it is important that the RTIA produces branding and promotional material to promote its visibility and acceptance of its services among road users.

The branding and promotional material will support RTIA campaigns that are aimed at providing community education and awareness about AARTO rights and options throughout the country. All the community engagement activities are part of the AARTO public awareness campaign as well as public relations, events and activations. The key annual campaigns that will require branding and promotional material include, but are not limited to, the following:

- Promoting brand RTIA (Agency) as the home of AARTO
- Promotion and branding of all AARTO elective options
- Proclamation of the AARTO National rollout date
- Switch on of the AARTO national rollout programme
- AARTO outreach activations in all nine (9) provinces
- National days as celebrated through the monthly government themes
- Internal RTIA staff campaign activities
- Enterprise Development AARTO Service Outlets
- Intensifying stakeholder engagements in light of current legal road map
- RTIA multi-stakeholder October Transport Month programme
- Easter and Festive Season AARTO awareness Activations

Currently, the Agency does not have a sufficient branding and promotional material to continue with its AARTO public education and community awareness programme. The appointed service provider will assist the Agency to reach the entire road user community as specified in the RTIA Strategic Plan and Annual Performance Plan.

Detailed specification is attached as **Annexure A**.

4. Project requirements

Develop a project plan to gather information, analyse and present recommendations on how best to deliver promotional and branding material as per the provided list of specifications. Some promotional and branding materials which will be indicated will be accompanied by a sample to be received and retained by the RTIA for quality assurance.

5. Mandatory requirements

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with the mandatory criteria will be disqualified.

- 5.1. Bidders are required to be registered on the Central Supplier Database and the Road Traffic Infringement Agency shall verify the bidder's tax compliance status through the Central Supplier Database. Where Consortia / Joint Ventures / Sub-contractors 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. It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant. Compliance should remain valid for the duration of the contract.
- 5.2. Bidders are required to attend a compulsory briefing session.
- 5.3. **Textile was designated as a sector for local content and production. Therefore, bidders must comply with the 100% local content requirements, failing which bidders shall be disqualified. Annexure C and SBD 6,2 must be comprehensively completed and signed.**

6. Evaluation phases.

The bid will be evaluated on two phases, Functionality, and price and special goals

Evaluation criteria applicable

- 6.1. Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 6.2. The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

TO PROVIDE RTIA AARTO BRANDING AND PROMOTIONAL MATERIAL

- 6.3. Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 6.4. The evaluation of the functionality will be evaluated individually by Members of the Bid Evaluation Committee in accordance with the below functionality criteria and values.
- 6.5. The applicable values that will be utilized when scoring each criterion ranges from: **1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent.**

First Stage: Technical Evaluation Criteria

Description of functions criteria	Points
Organisational experience and capability	30 points
Have at least five (5) contactable references where similar services where previously service rendered and provide contact details	10 points
Branding and promotional material production capability	30 points
Capacity and experience of the proposed team	30 points
TOTAL	100 points
Minimum required score	60 points

Evaluation Criteria	Guidelines for Criteria Application	Weight
Organisational experience and capability - Company profile: The service providers must demonstrate relevant experience in dealing with large clients including Government Departments and State-Owned Entities. - Demonstrate production and delivery of branding and promotional material.	1– 5 years of relevant company experience. 5 and above years of experience = 5 4 – 5 years of experience = 4 3 – 4 years' experience = 3 2 – 3 years' experience = 2 1 – 2 years' experience = 1	30
Have at least five (5) contactable references where similar services where previously rendered and provide contact details: reference letters must be on company letter head, contact details and signed.	Bidders are required to submit a minimum of five (5) contactable reference letters with a detailed breakdown where similar services were rendered within the last 5 years. Add the value of the contract, start and ending date. As well as specifics of items rendered. 5 letters attached = 5 4 letters attached = 4	10

TO PROVIDE RTIA AARTO BRANDING AND PROMOTIONAL MATERIAL

	• 3 letters attached = 3 • 2 letters attached = 2 • 1 letters attached = 1	
Branding and promotional material production capability	Provide details of the company's ability to produce and deliver branding and promotional material capabilities from the project conceptualisation, project planning, implementing phase and reporting phase 1= irrelevant or incomplete information 2= a plan addressing a few list of items on the provided scope 3= a plan presenting the list of all items with timelines as per the provided scope of work 4= a detailed plan with all items, budget and timelines 5= comprehensive plan with all items, budget, new ideas, beyond and close out report.	30
Capacity of the proposed team	Relevant in brand management and promotional material development with a blend of creative vision, technical production knowledge and logistics to ensure corporate identity standards and delivery standards are consistently met. /CV's of the team with relevant technical training, team structure allocated to RTIA account demonstrating technical and professional experience in with at least five years' experience. If fieldwork is to be outsourced to third party, also provide profile of external service provider experience, team structure, and delivery capability. 5 = above 5 years & beyond 4 = above 4-5 years 3 = above 3-4 years 2 = above 2-3 years 1 = 1 - 2 years	30

TO PROVIDE RTIA AARTO BRANDING AND PROMOTIONAL MATERIAL

TOTAL		100 points
Minimum required score		60 points

NB: The Bids that fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage **Price and Specific Goals**

7 Second Stage: Preference Point System - Price and Special Goals

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution.	8		
II. Woman	3		
III. Military Veterans	3		
IV. People with disabilities	2		
V. Youth	2		
VI. Locality	2		

NB: Source documents for claiming of points: Prove of company registration, ID copies of women in the company and their positions, Medical report as well as prove of residence.

7.2. Failure on the part of the bidder to comply with the above will be deemed that preference points for are not claimed and will therefore be allocated a zero (0).

7.3 The points scored will be rounded off to the nearest 2 decimals.

7.4. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points.

7.5 equal points including equal preference points for HDI'S the contract will be awarded to the bidder scoring the highest for functionality.

TO PROVIDE RTIA AARTO BRANDING AND PROMOTIONAL MATERIAL

- 7.6. Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.
- 7.7 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

8. COMPULSORY INFORMATION SESSION

- 8.1. A compulsory Briefing will be held at RTIA as detailed in the Advert. The compulsory Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the RTIA to the Service Providers should be considered as part of this project.
- 8.2. Firms may ask for clarification on this ToR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

Compulsory briefing session	
Date:	29 July 2026
Time	11:00am
Address:	Virtual/Online
Tel:	087 285 0500
E-mail:	Daphney.Matlhoko@rtia.co.za/Bids@rtia.co.za

9. SUB-CONTRACTING, PARTNERSHIP/CONSORTIUM/JOINT VENTURE AND COMPANY REQUIREMENTS

- 9.1 The successful bidder must obtain prior RTIA approval to sub-contract, and/or amend the sub-contracting arrangements.
- 9.2 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorised person.
- 9.3 A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 9.4 A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
- 9.4.1 the conditions under which the consortium will function;
 - 9.4.2 its period of duration;
 - 9.4.3 the persons authorised to represent it;
 - 9.4.4 the participation of the several parties forming the consortium;
 - 9.4.5 the benefits that will accrue to each party; and
 - 9.4.6 any other information necessary to permit a full appraisal of its functioning.

10. SECURITY AND CONFIDENTIALITY OF INFORMATION

TO PROVIDE RTIA AARTO BRANDING AND PROMOTIONAL MATERIAL

No material or information derived from the provision of the services under the Contract may be used for any purposes other than those of RTIA, except where authorised in writing to do so. All information will be held strictly confidential. The successful Service Provider may be required to sign a Confidentiality Agreement with RTIA.

11. TERMS AND CONDITIONS

The RTIA reserves the right to amend, modify or withdraw this Terms of Reference (ToR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.

- 11.2. Neither the RTIA, nor any of its respective, officers, or employees may make any representation or warranty, expressed, or implied in this ToR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.
- 11.3 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.
- 11.4. The RTIA also reserves the right to call interviews with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.
- 11.5. Firms may not contact RTIA on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 11.6. Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 11.7. ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY. More information in this regard is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.
- 11.8. Bidders may provide any additional information deemed important for the RTIA to consider.
- 11.9. Prospective Bidders must at all times comply with the RTIA's Supply Chain rules and processes with regard to all projects and payments.
- 11.10 This bid is subjected to general terms of the contract as published by National Treasury.

12. PAYMENT

- 12.1. **Invoice.** The Contractor's Project Manager shall at the end of each deliverable submit a consolidated invoice, certified as correct by the Contractor's Project Manager, showing the actual work performed, hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents.

TO PROVIDE RTIA AARTO BRANDING AND PROMOTIONAL MATERIAL

12.2. Detailed Pricing. Service Providers must complete the required SBD Pricing documents and ensure that Prices are:

- 12.2.1 Firm and inclusive of all costs, including disbursements;
- 12.2.2 Inclusive of VAT, if applicable;
- 12.2.3. Correctly calculated and identical to the financial proposal;
- 12.2.4. Pricing should be detailed, with proper cost breakdown, in line with milestones.

12.3 Fees

Domestic hotel accommodation may not exceed R 1440, inclusive of VAT per night per person. (incl. dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometre may not exceed the rates approved by the Automobile Association of South Africa.

12.4 Rates

According to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14: Cost Containment Measures sub-paragraph 4.2; the Consultants (or Service Provider) will only be remunerated on the following rates regime:

- 12.4.1. The 'Guidelines for fees' issued by South African Institute of Chartered Accountants (SAICA) (SAICA);
- 12.4.2. The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
- 12.4.3. Based on the body regulating the profession of the Consultant.

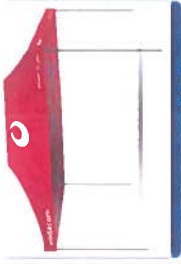
12.5 Payment information

- 12.5.1 An invoice only becomes due and payable:
 - a. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
 - b. When the invoice is correct with regards to calculations, information contained, banking details and supporting documents.
- 12.5.2 It is important to ensure that invoices are correctly submitted and reference the project name, and Order Nr.
- 12.5.3 Non-compliance will delay the payment process.

13. CONTACT DETAILS

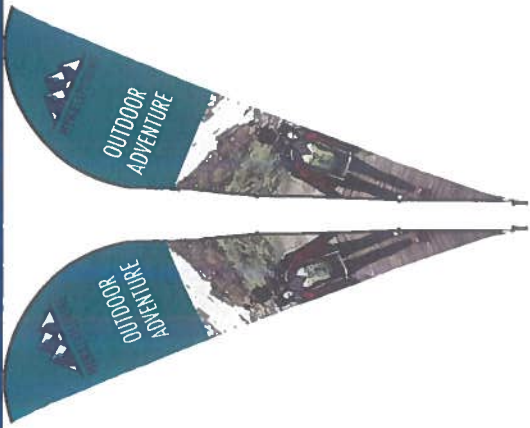
Administrative Contact	Technical Contact
Bidding /Quotation Office	Project Manager
Name: Daphney Matlhoko	Name: Monde Mkalipi
Supply Chain Management	Directorate: Communications
Tel: 087 287 7996	Tel:
E-mail: Daphney.Matlhoko@rtia.co.za	E-mail: bids@rtia.co.za

RTIA BRANDING AND PROMOTIONAL ITEMS DETAILED SPECIFICATIONS 2026/2027 – ANNEXURE A

Item (All Branded in RTIA Logo & Quantity			Specifications	Required by
colours)				
1.	Gazebos  Attached Sample	20	RTIA logo and website details 4 x 4m Frame, Wheeled Bag, Tie Down Kit, Full Roof Print, 1 Single Sided Printed Wall 185gsm, 2 Printed Half Walls, nylon ropes, steel pegs, carry bags. Navy Blue colour Font Arial	August 2026
2.	Gazebos  Attached Sample	20	RTIA Logo and Website details 3 x 6m, Full Wall Aluminium Gazebo Frame, Dye sublimated Fabric Print 185gsm + bag + toolkit, waterproof, 100 % waterproof barrier, rubber mallet, nylon ropes, steel pegs, full-colour print carry bags. Navy Blue colour Font Arial	August 2026

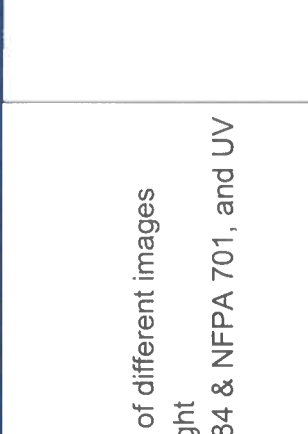
	Item (All Branded in RTIA Logo & colours)	Quantity	Specifications	Required by
			• Pole brace adapter for stability • 2 x bags: Polyester oxford • Bag size: 90 x 8 x 8cm • Frame folds up easily to fit into carry bag • 1 x adapter kit: PP • 1 x interlocking kit included • convert 2 Champion Pull Up Banners into a double-sided display unit, by adding the ADAPT-4000 interlocking kit. • Skin included: 2 x banner skins • Material: 240gsm Polyester display fabric • Visual size: 0.85 x 2m • Branding: 2 x single-sided sublimation prints. One print attached to each mechanism, making branding visible from both sides	
6.	Attached Sample A FRAME BANNER 	40	RTIA website and logo with call center number must be included. Navy blue colour and Font Arial 2X 1m Legend Range A-Frame Banner. Double-sided impact, weather-tough PVC skins and a quick-assemble aluminium frame deliver big branding fast. Light enough to travel, professional for every event. Carry bags.	August 2023
7.	Attached Sample		RTIA Logo, website and call centre number	

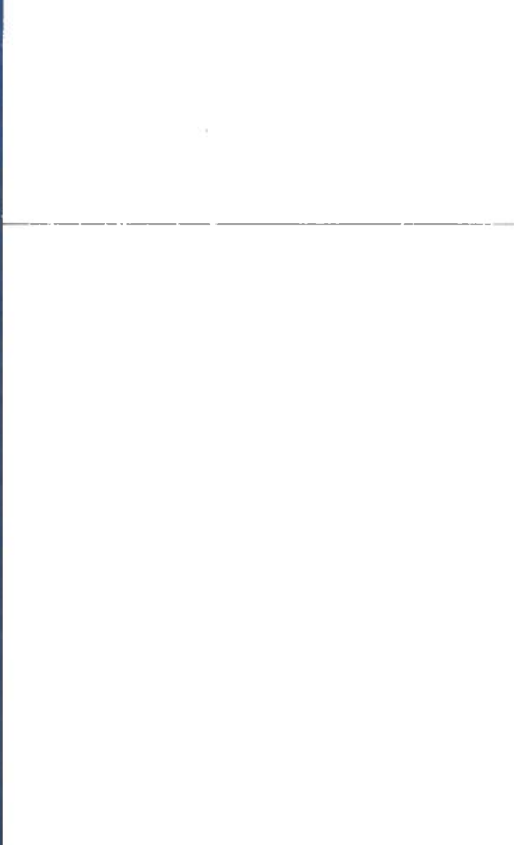
Item (All Branded in RTIA Logo & colours)	RTIA Logo & Quantity	Specifications	Required by
Sandwich Board  Attached Sample	20	Navy Blue Colour 3x 1m Prints attached to frame • door or outdoor use • Aluminium or steel • Lightweight • Double-sided branding • Portable • Carry bags	August 2026
8.	Double sided Shark fin Flying Banner	RTIA Colours and Logo, Website and Call centre number Navy Blue Colour and Font Arial • weight: 3.2kg • 3 x poles: aluminium • assembled size: 4m • accessories: 2 x rods: fibre • 1 x ground spike: steel • bag: polyester oxford • size: 137 x 18cm • carry bag included • 1 x banner skin included • polyester warp knit • visual size: 1.14 x 4.4m • anti-fray • Carry bags	August 2026

	Item (All Branded in RTIA Logo & colours)	Quantity	Specifications	Required by
	 Attached Sample			
9.	Legend Fabric Tablecloth Attached Sample 	20	RTIA Colours and Logo, Website and Call centre number Navy Blue Colour and Font Arial 3.35m x 2.25m • Material: Polyester • Size: 3.35m (w) x 2.25m (l) • Branding Options: Digital Display	August 2026

	Item (All Branded in RTIA Logo & colours)	Quantity	Specifications	Required by
10.	Ovation Fabric Slip Over Tablecloth Attached Sample 	20	RTIA Logo, Website details and Call Centre number. Font Arial • weight: 1.8kg • material: polyester display fabric • size: tailored to fit a standard trestle table: 1.83 x 0.76 x 0.75m • features: fitted table cloth, durable, washable, hemmed • Ovation range • Digital display	July 2026
11.	 Attached Sample	20	RTIA logo, website details and call centre number Light weight, durable, digitally printed 2.5 m x 1.5m Navy blue colour	August 2026
12.	Lantern / Lollipop banners Attached Sample	100	RTIA Colours and Logo, Website details and Call centre number. Font Arial • Heavy-duty aluminum/fiberglass pole system	August 2026

Item (All Branded in RTIA Logo & colours)	Quantity	Specifications	Required by
10. Ovation Fabric Slip Over Tablecloth Attached Sample 	20	RTIA Logo, Website details and Call Centre number. Font Arial • weight: 1.8kg • material: polyester display fabric • size: tailored to fit a standard trestle table: 1.83 x 0.76 x 0.75m • features: fitted table cloth, durable, washable, hemmed • Ovation range • Digital display	July 2026
11. Attached Sample 	20	RTIA logo, website details and call centre number Light weight, durable, digitally printed 2.5 m x 1.5m Navy blue colour	August 2026
12.	100	RTIA Colours and Logo, Website details and Call centre number. Font Arial • Heavy-duty aluminum/fiberglass pole system	August 2026

Item (All Branded in RTIA Logo & Quantity colours)	Specifications	Required by
 Attached Sample	• Free heavy-duty carry bag • Three-year warranty • Full-coverage digital printing • Three sides can have the same of different images • Polyester is strong and lightweight Water resistant, fire retardant to CPAI-84 & NFPA 701, and UV protected Carry bags Navy blue colour	
13. Tyre Stress Ball 	2000 RTIA logo Dimensions: 1.25"D x 2.5" Diameter Material: Polyurethane Foam Pad print	August 2026
14. Seminar Neck Ball Pens	5 000 RTIA Logo and website details. Font Arial Colours: Navy Blue, Sunshine Yellow, White	August 2026

Item (All Branded in RTIA Logo & Quantity colours)	Specifications	Required by
		
15. Wipe out wet wipes-20 sheets	RTIA branded logo with website and call centre numbers. Font Arial These wet wipes are perfectly suited to fit into the car holder or on a desk for quick access germ-free hands. • 8 (h) x 5 (dia) • PET bottle • 20 x wet wipes • Full-Colour Digital Label Printing • Solid white	August 2026
16. Mini Visibility Pouch with pen and mini ruler	RTIA branded logo and website contact details. Font Arial Can fit a slim pen, pencil, 15cm ruler Colour: Royal Blue • 18 (l) x 5.5 (w)	August 2026

	Item (All Branded in RTIA Logo & colours)	Quantity	Specifications	Required by
			PVC	
17.	Hoopla Ring Grip & Phone Stand 	500	RTIA Logo and Website details. Font Arial 3.5 (l) x 3.3 (w) x 0.7 (h) Colours: Navy Blue	August 2026
18	Aluminium Ballpoint Pen with Stylus	2 000	RTIA Logo and website details. Font Arial - aluminium ballpoint pen with a stylus - dual functionality for daily tasks - stylus tip for touch screens, all within a durable aluminium body.	August 2026

	Item (All Branded in RTIA Logo & colours)	Quantity	Specifications	Required by
19.		500	RTIA Logo 14cm length by 3.5cm width. 2cm tall Navy blue Colour	August 2026
				

Item (All Branded in RTIA Logo & colours)	Quantity	Specifications	Required by
20. Mini Foldable Umbrella with Sleeve Attached Sample 	300	RTIA Logo and Website details 35cm length: A standard, highly portable size (often 8 panels) that provides a roughly 94cm–98cm diameter when open Colour: Navy Blue	August 2026
21. Power bank 	200	RTIA logo Charmast Power Bank 20000mAh, 20W Fast Charging Portable Charger with Built-in Cables, USB C Battery Pack, Slim Portable Phone Charger Backup Battery for iPhone, Samsung, iPad, More Phones, Tablets	August 2026

	Item (All Branded in RTIA Logo & colours)	Quantity	Specifications	Required by
22.	Back-to-nature Non-Woven Bags Attached Sample 	1000	RTIA branded logo and website details. Font Arial Reusable bag inspired by nature is made from 80g/m ² non-woven fabric with heat-sealed finishing and reinforced handles. • 40 (l) x 11 (w) x 32 (h) cm • 80g/m² non-woven fabric • heat-sealed • 11cm gusset Navy blue colour	August 2026

THE NATIONAL TREASURY

Republic of South Africa



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.

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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

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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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