

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NT013-2022	CLOSING DATE:	19/08/2022	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PRINTING AND DISTRIBUTION OF EMBARGO RELATED INFORMATION FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:

TENDER INFORMATION CENTRE (TIC)
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
240 Madiba Street, Pretoria

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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		
[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]				

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>National Treasury</p>		<p>CONTACT PERSON</p>
<p>CONTACT PERSON</p>	<p>NTAdministrativeTenders@Treasury.gov.za</p>		<p>TELEPHONE NUMBER</p>
<p>TELEPHONE NUMBER</p>			<p>FACSIMILE NUMBER</p>
<p>FACSIMILE NUMBER</p>			<p>E-MAIL ADDRESS</p>
<p>E-MAIL ADDRESS</p>	<p>NTAdministrativeTenders@Treasury.gov.za</p>		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p> <p>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.</p> <p>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.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

(PRINTING AND DISTRIBUTION OF INFORMATION UNDER EMBARGO)

NT013-2022:

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PRINTING AND DISTRIBUTION OF EMBARGO RELATED INFORMATION FOR A PERIOD OF THREE (3) YEARS

CLOSING DATE: 19 AUGUST 2022 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

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1. INVITATION

Printing companies with the relevant skills and experience are invited to submit applications to the National Treasury to be appointed for a period of three years for the printing and distribution of National Treasury documents containing information that is under embargo for a specific period. This may relate to (but not limited to) Budget and Medium-Term Budget Policy related documents, printed before it is tabled in Parliament by the Minister of Finance.

Such information produced by the National Treasury for printing may include the following types (not exclusively):

- **Publications**
 - E.g. Books (saddle stitched and thread sewn)
- **Guides**
 - E.g. Newspaper prints (4 panel, A3-folded to A4)
- **Flyers**
 - E.g. A4 Laminated double-sided, unfolded sheet printed in full colour
- **Booklets, Brochures and Pamphlets**
 - E.g. folded, consisting of panels, double-sided print
- **Flyers & Forms**
 - E.g. Single, unfolded sheet printed single or double-sided
- **Manuals**
 - E.g. Files, booklets, guidelines, handbooks, instruction material etc.
- **Bills/Acts**

Examples of documentation published by National Treasury that were printed under strict embargo at the time, are mostly budget related documents and can be found on:

<http://www.treasury.gov.za/documents/National%20Budget/2022/>

2. BACKGROUND

The National Treasury wishes to identify and appoint a printing company to provide a highly secure, deadline driven printing service to the National Treasury for a period of three years. This bid will relate to the production of information that may be classified, sensitive or under strict embargo. The scope of the project includes high quality printing, finishing, packaging, labelling and delivery of documents within an extremely short production window with no margin for error or failure. February and October will be critical periods in relation to embargoed National Budget documentation tabled in Parliament. As these documents need to be delivered to Parliament within extremely tight deadlines, a printing plant/facilities in Cape Town is a critical requirement.

3. SCOPE OF WORK AND DELIVERABLES

The scope of work and deliverables will differ subject to the type of printing required. *See Annex A* for specifications on documentation to be quoted on for comparison purposes.

A brief on the specific request relating to the printing and distribution of documents will be provided telephonically, followed by an email and/or by way of meetings to streamline specifications for procurement purposes. Information and content will only be handed over to the production manager in person, especially when information is still under strict embargo, sensitive or confidential in nature.

All printing of documents will be subject to quality and security scrutiny by the National Treasury officials and/or appointed partners and stakeholders.

The National Treasury may approach the appointed service provider requesting the following type of printing. Note requests may vary between/include the following specifications:

3.1 PUBLICATIONS

- **Books**
 - **Type/Bind:** Saddle stitched, Thread-sewn, Hardbound, Perfect bound or Leather Bound
 - **Pages Qty:** Between 20 – 1200 pages
 - **Paper Weight:** Between 70 – 140 gsm
 - **Quantity:** Between 50 – 10 000
 - **Colour:** Full Colour, Spot Colour, or B&W (Cover, always full colour)
 - **Size:** A3, A4, A5, A6
 - **Finishing:** Gloss/Matt laminated on one side, spot varnish, embossing, and/or texturing

- **Magazines**
 - **Type/Bind:** Saddle stitched, Perfect bound
 - **Pages Qty:** Between 8 – 64
 - **Paper Weight:** Between 70 – 140 gsm
 - **Quantity:** Between 50 – 10 000
 - **Colour:** Full Colour, Spot Colour, or B&W (Cover, always full colour)
 - **Size:** A4
 - **Finishing:** Gloss/Matt

- **Journals**
 - **Type/Bind:** Saddle stitched, Perfect bound or Hardbound
 - **Pages Qty:** Between 8 – 120
 - **Paper Weight:** Between 70 – 140 gsm
 - **Quantity:** Between 50 – 10 000
 - **Colour:** Full Colour, Spot Colour, or B&W (Cover, always full colour)
 - **Size:** A4, A5
 - **Finishing:** No specific

3.2 GUIDES

- **Newspaper Print**

- **Type:** News print, cold/hot press.
- **Pages Qty:** Between 4 – 16
- **Paper:** Between 35 – 120 gsm
- **Quantity:** Between 500 – 3 million
- **Colour:** Full Colour, Spot Colour, or B&W
- **Size:** A4, A3, Tabloid / according to newspaper house specifications
- **Finishing:** Collated, Folded, Stapled or Glued

3.3 BOOKLETS, PAMPHLETS & BROCHURES

- **Booklets**

- **Type/Bind:** Saddle stitched, Perfect bound
- **Pages Qty:** Between 4 – 120
- **Paper:** Between 35 – 120 gsm
- **Quantity:** Between 50 – 10 000
- **Colour:** Full Colour, Spot Colour, or B&W (Cover, always full colour)
- **Size:** A3, A4, A5, A6,
- **Finishing:** Gloss/Matt laminated, spot varnish, embossing

- **Pamphlets & Brochures**

- **Type/Bind:** Saddle stitched or folded
- **Pages Qty:** Between 1 (folded) – 16
- **Paper:** Between 35 – 120 gsm
- **Quantity:** between 50 – 10 000
- **Colour:** Full Colour, Spot Colour, or B&W (Cover, always full colour)
- **Size:** A3, A4, A5, A6, DL, Z-fold (between 2 – 8 panels)
- **Finishing:** Gloss/Matt, spot varnish, Stapled or Folded (bi, tri, Z-fold)

3.4 FLYERS OR FORMS

- **Flyers**

- **Type:** Loose leaf
- **Paper:** Between 120 – 300 gsm
- **Quantity:** between 50 – 10 000
- **Colour:** Full Colour, Spot Colour, or B&W
- **Size:** A3, A4, A5

- **Forms**

- **Type:** Bound/glued in books, or loose leaf
- **Quantity:** between 50 – 10 000 (may need to be numbered in sequence)
- **Colour:** Full Colour, Spot Colour, or B&W
- **Size:** A3, A4, A5

3.5 MANUALS, FILES, HANDBOOKS ETC

- **Type/Bind:** Ring bound, Arch lever, Glued, Thread-sewn. Files may need to have pocket sleeves/printed
- **Quantity:** between 50 – 10 000
- **Colour:** Full Colour, Spot Colour, or B&W (Cover, always full colour)
- **Size:** A3, A4, A5, or Custom, varying in depth according to content
- **Finishing:** Gloss/Matt, spot varnish, branded & printed

4. IMPORTANT TO NOTE

a) **Software requirements**

It is imperative that the company use up to date software packages, such as Adobe Creative Cloud etc. The service provider will be required to acquire or update relevant software to support publications prepared by the National Treasury.

b) **Process and timeframes**

There might be last minute changes to the content or artwork that would need to be made at the printing premises resulting in delayed and/or rushed printing deadlines. Please note that the delivery dates and times are inflexible.

Delivery deadlines are mostly fixed, as is the case with documents that must be tabled in Parliament. Flexibility in terms of staffing, working hours and contingency planning will be required from the appointed service provider. Note that references to “days” in this tender refer to calendar days (weekends and public holidays included).

c) **Production and quality control**

Bidders must consider quality assurance during the printing, collating (pages of sections), folding (of sections), collating (of sections), binding and packaging processes.

Quality control in terms of colour and finishing consistency is of utmost importance.

Information with regards to the production equipment to be used must be shared (including used for printing, binding, collating, stitching, plates, laminating, generators etc. Labeling done for boxing, need to be verified, and applied as per specified information provided. Printed material must be correctly wrapped, packed, and labeled as per project specific, delivery schedules. This process will be strictly monitored for security purposes.

d) **Contingency and disaster planning**

A detailed contingency and disaster plan will be an important consideration in the awarding of the tender. The plan should address circumstances that may arise that are beyond the control of the printer and indicate what actions will be taken in such an event to ensure successful project completion. The following should be taken into consideration:

- Labour unrest (strikes)
- Fire
- Power disruptions
- Machinery breakdowns
- Identification of alternative site
- Sub-contracting

e) **Pricing**

Pricing must be inclusive of VAT, include the necessary paper stock, packaging (labelling, boxing, pallet) and delivery.

f) **Security**

The preferred service provider and all its staff involved in the project will be subjected to compulsory security screening that can be stringent and include clearances, screening and conformation to special criteria. Refer to par 6.1, 6.2 and 6.3 listed below (Infrastructure, IT & Security requirements).

5. **SKILLS AND EXPERIENCE REQUIRED**

The bidder must provide contactable and reputable references, citing that individuals or companies have proven track records in their specific areas of responsibility. The minimum skills, together with proven experience required, would include the following, depending on the printing request:

- a) **Editing skills:** Copy editing, and ensuring of format consistency
- b) **Desktop Publishing (DTP) skills:** Layout & design (advanced knowledge of Adobe cloud software)
- c) **Project Management skills:** Guidance on and Implementation of printing and delivery/distribution project schedules
- d) **Time management skills:** Effectively managing of timeframes to ensure adherence to strict printing and delivery deadlines.

6. **MINIMUM CRITERIA (CRITICAL CONDITIONS)**

The successful bidder as well as its staff involved in the project shall be subjected to a security screening process by the State Security Agency ("SSA"). The same regulations and measures are applicable to any sub-contractors appointed by the main contractor to work on any of the project. The security responsibilities of the contractor will be indicated by the Department. The successful bidder's infrastructure will be subject to regular audits during the year. The successful bidder MUST have/comply with:

6.1. **INFRASTRUCTURE REQUIREMENTS**

a) **Printing premises:**

The Main (fully equipped) printing premises must have a DTP section and must be able to print in Cape Town due to short delivery deadlines to Parliament. Any additional printing press in any other province will be an advantage. The DTP section should be able to apply last minute changes to content.

b) **Working/Office space:**

To be availed to the National Treasury project team at the printing premises to accommodate max of 10 people for editing and sign-off purposes during specified periods (mainly February and October) for approximately 2 days prior to print. This space will be part of the cordoned security restricted area that will be manned by the NT Security team, and SAPS officials.

c) **Equipment:**

DTP unit must have at least one personal computer, as well as Apple Mac equipment with relevant updated software, such as Microsoft Office, Adobe software (Acrobat, InDesign, etc) to access information.

Allocated printing machines must be in an area that can be cordoned off and can be security controlled during the embargoed period.

The following minimum printing capabilities must be on-site (same premises)

- Printing
- Folding
- Collating
- Binding (Stitching and Thread-sewing)
- Laminating/UV varnish
- Packaging

d) **Backup power:**

Such as generators or uninterruptible power supply (UPS) in case of power failures must be available

e) **A dedicated team:**

Including a production manager, DTP expert, IT support, and Physical Security Supervisor to be allocated for the duration of the printing period.

f) **Compliance:**

Occupational Health and Safety Act and building regulations.

g) **Security access:**

Access to the area where work is done must be restricted and access control to the premises must be done based on the guidelines provided by the **Control of Access to Public Premises and Vehicles Act, 1985 (Act No 53 of 1985)**

6.2 **IT REQUIREMENTS:**

- a) Up to date well known Anti-virus software Installed with latest virus definitions on the designated workstation used for printing & production process. Latest operating system patches or security update must be installed on the machine.
- b) Implement logon and specific security restrictions will apply (no shared drives, no internet and email connectivity, password and auditing settings enabled, etc) to identified workstations utilised during the printing process.
- c) Workstation should preferably be disconnected from the network during the printing process.
- d) There must be secure Internet access through the firewalls if service provider requires Internet access during normal operations.
- e) Secure Wireless data infrastructure e.g. SSID hidden and encryption enabled if networked.
- f) Services should be fault tolerant and be available during disaster including power outages, load shedding and telecommunication provider outage.
- g) National Treasury representative must be allowed to personally delete relevant information (chapter and budget files) as soon as printing is completed under embargo.

6.3 SECURITY REQUIREMENTS

- a) Bidder shall provide the National Treasury with a list of all security officers registered with Private Security Industry Regulation Authority (PSIRA) to be deployed at the printing premises a month prior the event to allow for the screening process with State Security Agency.
- b) Bidder shall ensure that there is proper implementation of physical access control measures at the premises and deploy Grade C security officers to carry out the duty in terms of the National Treasury access control processes and standards.
- c) Bidder shall provide the National Treasury with a contingency plan to address absenteeism during security industrial actions and additional manpower as maybe requested by the National Treasury.
- d) Bidder must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and building regulations and provide the emergency plans in order to ensure effective evacuation of NT employees should an emergency occur while conducting work in their buildings
- e) Bidder need to allow the National Treasury from time to time to conduct threat and risk assessments as well as audits on its premises and request the improvement of security controls to be implemented prior to Budget and MTBPS periods or anytime where printing of sensitive documents may be required.
- f) Bidder need to ensure that they comply with all applicable laws relating to the service provided.
- g) Bidder need to ensure that there are shredding facilities and all waste documents are destroyed in such a way that they cannot be reconstituted.
- h) Bidder need to ensure that documents are stored in a lockable area in which only authorised persons have access.
- i) Bidder need to ensure that all documents are labelled and numbered and the register indicating the description of the document and date and time of dispatch must be created and must be handed over against the signature of the printing company.
- j) Bidder need to ensure that the documents are properly sealed, if plastic packaging is used it must be of good quality.
- k) Bidder need to utilise vehicles installed with a metal canopy when transporting documents, and are expected to cooperate when escorted by the SAPS during transit.
- l) Bidder need to co-operate with South African Police Services and State Security Agency (SSA) officials who will be assigned to assist National Treasury in ensuring that security measures before and during printing of documents are implemented.
- m) The bidder and all employees who have access to the documents are required to undergo security screening and be cleared by SSA before such access can be granted to them. Should the results of the screening be negative such person will not be permitted by National Treasury to form part of the team.
- n) The Bidder shall provide the National Treasury with the necessary documents required for company screening purposes, among other documents, the following must be submitted: latest tax clearance certificate, CIPC registration, company directors details (ID copies of the board of directors and individuals that will be deployed during the event), and company profile.

- o) The bidder should ensure that all their sub-contractors who will have access to the printing or binding of these documents comply with requirements above.
- p) The bidder is required to update the NT of any new buildings they might be relocating to during the existence of the contract to allow NT: Security Management to conduct security assessment.

7. BID SUBMISSION REQUIREMENTS

Bids must be submitted in the following format:

7.1 COVERING LETTER SIGNED BY THE BIDDER THAT CONFIRM:

- a) Accepting the Bidding Rules (set out below)
- b) Providing full contact details; and
- c) Confirm that examples submitted for evaluation are printed and produced by the bidder

7.2 TECHNICAL PROPOSAL

The following must form part of the Technical Proposal (**please follow the sequence and layout**). Remember, the bid is evaluated in terms of what the evaluators receive as part of the bid information submitted and must therefore be supported by evidence as far as possible.

7.2.1 Field of expertise of the bidder showcasing the industry related track record;

- a) Outline the nature and size of similar projects handled
- b) The precise role the bidder played; and the size of the team allocated;
- c) Contract duration;
- d) Contract outcomes;
- e) Contract value;

7.2.2 At least 3 contactable references;

7.2.3 Submit hardcopy examples of the following (one of each category in a-c):

- a) A Publication (Book, Magazine and Newspaper)
- b) Document (Pamphlet/brochure and Forms)
- c) Manual (File, Guideline, Handbook)

7.2.4 Detailed contingency and disaster plan (address issues below)

- a) Labour unrest (strikes)
- b) Fire
- c) Power disruptions
- d) Machinery breakdowns
- e) Identification of alternative site
- f) Sub-contracting

8. EVALUATION CRITERIA

All proposals will be evaluated on the criteria provided in the tables below:

TABLE 1: FUNCTIONALITY

	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA
1	<p>Proven industry related track record</p> <p>a) Outline the nature and size of a similar project handled</p> <p>b) The precise role the bidder played; and the size of the team allocated;</p> <p>c) Contract duration;</p> <p>d) Contract outcomes;</p> <p>e) Contract value;</p> <p>f) Contactable references for stated projects (company name, project manager, contact number)</p>	35	<p>5 = Exceptional All 6 areas are explained in depth</p> <p>4 = Very Good All 6 areas are covered but not explained in detail</p> <p>3 = Good / Average 4-5 areas are explained</p> <p>2 = Below Average Not all areas were discussed/not discussed in detail</p> <p>1 = Poor Areas not discussed</p>
2	<p>Submitted hard copy examples produced by the bidder: (Ensure that a cover letter/declaration is signed confirming that submitted examples are printed/produced by the bidder)</p> <p>Provided one example of items listed in each category.</p> <p>a) Thread sewn publication - 300 or more pages</p> <p>b) Saddle stitched publication - Between 30-90 pages</p> <p>c) Newspaper/Tabloid Print - Hot or cold press</p>	30	<p>Quality of examples submitted</p> <p>5 = Exceptional - 3 examples provided that are all exceptional quality - Proof attached that printing was done by service provider</p> <p>4 = Very Good - 3 examples provided of which at least two are of exceptional quality - Proof attached that printing was done by service provider</p> <p>3 = Good / Average - 3 examples provided of acceptable quality - Proof attached that printing was done by service provider</p> <p>2 = Below Average - 3 or less examples provided, some or all submitted are below average quality - Proof attached that printing was done by service provider</p> <p>1 = Poor No or poor quality examples provided</p>
4	<p>Contingency and disaster plan (detailed) Kindly address categories below in the plan:</p> <p>a) Labour unrest (strikes)</p>	35	<p>5 = Exceptional All 6 areas are explained in depth</p> <p>4 = Very Good</p>

	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA
	<ul style="list-style-type: none"> b) Fire c) Power disruptions d) Machinery breakdowns e) Identification of alternative site f) Sub-contracting 		<p>All 6 areas are explained</p> <p>3 = Good / Average All 6 areas are noted, some explained</p> <p>2 = Below Average Not all areas were discussed/not discussed in detail</p> <p>1 = Poor Areas not discussed</p>
	Total	100	
	THRESHOLD	60%	

TABLE 2: SITE VISIT

(Bidders who meet a minimum threshold of 60% for functionality will be expected undergo a site visit for inspection and evaluation as below)

	Evaluation Criteria	Weight	Scoring Criteria
1	Security: a) Physical access control system including security guards b) Occupational Health and Safety Act compliance c) Shredding and waste facilities d) Lockable storage facilities e) Allocated printing machines are in area that can be cordoned off and security controlled f) Indication from the service provider on projects completed under strict embargo that adhered to security process.	35	5 = Exceptional All 6 areas inspected are of high standard, and information provided to an exceptional level 4 = Very Good All 6 areas are fully complied with, and information provided 3 = Good / Average 6 areas are complied with 2 = Below Average 2-5 areas are complied with 1 = Poor 1 or no areas are complied with
2	IT Compliance a) Anti-virus software installed on machines b) Secure internet access through firewalls c) Secure wireless data infrastructure d) PC and Apple Mac in the DTP section have software such as Office, Adobe (creative cloud) etc	30	5 = Exceptional All 4 areas inspected are of high standard and fully compliant 4 = Very Good All 4 areas are somewhat complied with 3 = Good / Average 3 areas are fully complied with 2 = Below Average 2 areas are fully complied 1 = Poor 1 or no areas are complied with
3	Infrastructure requirements a) Printing premise in CTN with a radius of less than 50km from the CBD (Parliament) b) DTP section with at least one PC, and an Apple Mac c) Office space to accommodate max 10 people during specified periods d) Minimum printing facilities on the site: <ul style="list-style-type: none"> - Printing, collating & folding - Binding (sewing & stitching) - Laminating/UV varnishing e) Generator	35	5 = Exceptional All 5 areas inspected are of high standard and fully compliant 4 = Very Good All 5 areas are somewhat complied with 3 = Good / Average 4 areas are fully complied with 2 = Below Average 3 areas are fully complied with 1 = Poor Less than 2 areas are complied with

	Evaluation Criteria	Weight	Scoring Criteria
	Total	100	
	THRESHOLD	60%	

Each panel member will rate each individual criterion on the score sheet using the following value scale

Value	Description
5 – Excellent / Exceptional	Meets and exceeds the functionality requirements
4- Very good	Above average compliance to the requirements
3- Good/ Average	Satisfactory should be adequate for stated elements
2- Below Average	Compliance to the requirements
1 - Poor	Unacceptable, does not meet set criteria

- 8 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criteria. These marks will be added and expressed as a fraction of the best possible score for all criteria.

The percentage for functionality will be evaluated as follows:

A

X 100

B

Where A = total score of the bidder

B = maximum score i.e. 500

9. GENERAL CONDITIONS

- a) Bidders must indicate on the statement of compliance whether they comply with each element of the Specifications.
- b) National Treasury reserves the right to request bidders to make presentations indicating skills and experience if requested.

10. MANAGEMENT AND CONTACT DETAILS

- 10.1 A detailed management structure of the company and the management structure relative to the provision of this service to the National Treasury as well as full contact details must be submitted. The dedicated account manager needs to be immediately contactable at all times.
- 10.2 CV's of all line management staff related to this contract should be submitted, in order for National Treasury to ascertain bidders' management capabilities with regards to a contract of this size. Focus should be on the management experience within the bidder's organisation as well as his previous employer's organisation, if the latter is applicable.
- 10.3 Just prior to commencement of contract a complete list of all employees that are to participate in this project, is to be lodged with the Procurement Manager of National Treasury or his designated representative.

11. SECRECY AND SECURITY

- 11.1 The successful bidder shall be held responsible for the safe custody of all documents entrusted to him/her, shall ensure that the strictest secrecy and security in regard to all documentation is maintained and shall prevent any document or part thereof falling into the hands of unauthorised persons.
- 11.2 A declaration of secrecy shall be signed by the bidder and all its employees having access to privileged /sensitive information of the NT.

12. STANDARD OF WORK

- 12.1 A constant high standard of quality shall be maintained throughout the printing process. The bidder must submit details of the intended printing process of the documents.
- 12.2 The documents available on the National Treasury website are **not necessarily the only** documents being printed by the National Treasury. National Treasury reserves the right to remove certain documents if deemed appropriate. National Treasury furthermore reserves the right to add other type of documents that may be required in future.
- 12.3 It is the responsibility of the successful bidder to keep the document library updated with all the correct and current versions of printed work and to supply National Treasury with the latest PDF, MS Word or other appropriate formats of any document for internal use upon request. This document library is regarded as the property of National Treasury and will be handed over to the National Treasury at the end of the contract.



Special Conditions of Contract

NT013-2022:

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PRINTING AND DISTRIBUTION OF EMBARGO RELATED INFORMATION FOR A PERIOD OF THREE (3) YEARS

CLOSING DATE: 19 AUGUST 2022 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1. EVALUATION PROCESS AND CRITERIA

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase I: Initial screening process

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- a) Business registration, including details of directorship and membership;
- b) Bank Account holder information;
- c) In the service of the State status;
- d) Tax compliance status;
- e) Identity number;
- f) Tender default and restriction status; and
- g) Any additional and supplementary verification information communicated by National Treasury.

1.1.2 Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the

respective bids will evaluate and score all bids based on their submissions and the information provided.

- c) Bidders will not rate themselves but need to ensure that all information is supplied as required.
- d) The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- e) The panel members will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following scale:

EVALUATION CRITERIA

All proposals will be evaluated on the criteria provided in the tables below:

TABLE 1: FUNCTIONALITY

	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA
1	<p>Proven industry related track record</p> <ul style="list-style-type: none"> a) Outline the nature and size of a similar project handled b) The precise role the bidder played; and the size of the team allocated; c) Contract duration; d) Contract outcomes; e) Contract value; f) Contactable references for stated projects (company name, project manager, contact number) 	35	<p>5 = Exceptional All 6 areas are explained in depth</p> <p>4 = Very Good All 6 areas are covered but not explained in detail</p> <p>3 = Good / Average 4-5 areas are explained</p> <p>2 = Below Average Not all areas were discussed/not discussed in detail</p> <p>1 = Poor Areas not discussed</p>
2	<p>Submitted hard copy examples produced by the bidder: (Ensure that a cover letter/ declaration is signed confirming that submitted examples are printed/produced by the bidder)</p> <p>Provided one example of items listed in each category.</p> <ul style="list-style-type: none"> a) Thread sewn publication - 300 or more pages b) Saddle stitched publication - Between 30-90 pages 	30	<p>Quality of examples submitted</p> <p>5 = Exceptional - 3 examples provided that are all exceptional quality - Proof attached that printing was done by service provider</p> <p>4 = Very Good - 3 examples provided of which at least two are of exceptional quality - Proof attached that printing was done by service provider</p> <p>3 = Good / Average</p>

	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA
	<p>c) Newspaper/Tabloid Print - Hot or cold press</p>		<p>- 3 examples provided of acceptable quality - Proof attached that printing was done by service provider</p> <p>2 = Below Average - 3 or less examples provided, some or all submitted are below average quality - Proof attached that printing was done by service provider</p> <p>1 = Poor No or poor quality examples provided</p>
4	<p>Contingency and disaster plan (detailed) Kindly address categories below in the plan:</p> <p>a) Labour unrest (strikes) b) Fire c) Power disruptions d) Machinery breakdowns e) Identification of alternative site f) Sub-contracting</p>	35	<p>5 = Exceptional All 6 areas are explained in depth</p> <p>4 = Very Good All 6 areas are explained</p> <p>3 = Good / Average All 6 areas are noted, some explained</p> <p>2 = Below Average Not all areas were discussed/not discussed in detail</p> <p>1 = Poor Areas not discussed</p>
	Total	100	
	THRESHOLD	60%	

TABLE 2: SITE VISIT

(Bidders who meet a minimum threshold of 60% for functionality will be expected undergo a site visit for inspection and evaluation as below)

	Evaluation Criteria	Weight	Scoring Criteria
1	<p>Security:</p> <ul style="list-style-type: none"> a) Physical access control system including security guards b) Occupational Health and Safety Act compliance c) Shredding and waste facilities d) Lockable storage facilities e) Allocated printing machines are in area that can be cordoned off and security controlled f) Indication from the service provider on projects completed under strict embargo that adhered to security process. 	35	<p>5 = Exceptional All 6 areas inspected are of high standard, and information provided to an exceptional level</p> <p>4 = Very Good All 6 areas are fully complied with, and information provided</p> <p>3 = Good / Average 6 areas are complied with</p> <p>2 = Below Average 2-5 areas are complied with</p> <p>1 = Poor 1 or no areas are complied with</p>
2	<p>IT Compliance</p> <ul style="list-style-type: none"> a) Anti-virus software installed on machines b) Secure internet access through firewalls c) Secure wireless data infrastructure d) PC and Apple Mac in the DTP section have software such as Office, Adobe (creative cloud) etc 	30	<p>5 = Exceptional All 4 areas inspected are of high standard and fully compliant</p> <p>4 = Very Good All 4 areas are somewhat complied with</p> <p>3 = Good / Average 3 areas are fully complied with</p> <p>2 = Below Average 2 areas are fully complied</p> <p>1 = Poor 1 or no areas are complied with</p>
3	<p>Infrastructure requirements</p> <ul style="list-style-type: none"> a) Printing premise in CTN with a radius of less than 50km from the CBD (Parliament) b) DTP section with at least one PC, and an Apple Mac c) Office space to accommodate max 10 people during specified periods d) Minimum printing facilities on the site: <ul style="list-style-type: none"> - Printing, collating & folding - Binding (sewing & stitching) - Laminating/UV varnishing e) Generator 	35	<p>5 = Exceptional All 5 areas inspected are of high standard and fully compliant</p> <p>4 = Very Good All 5 areas are somewhat complied with</p> <p>3 = Good / Average 4 areas are fully complied with</p> <p>2 = Below Average 3 areas are fully complied with</p> <p>1 = Poor Less than 2 areas are complied with</p>
	Total	100	
	THRESHOLD	60%	

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- g) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h) 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.

1.1.5 Phase III: Price/Financial stage and B-BBEE

Price/ Financial proposals must be submitted in South African Rand.

NT reserves the right to negotiate rates submitted by bidders.

NB: The Cost /fee structure must contain the pricing schedule (SBD 3.3), which includes: the total bid prices for stated time frame and bill of quantities/scope of work for procurement of goods and services, the recurring, the maintenance cost and the disbursement cost if applicable.

2. EVALUATION CRITERIA

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bided price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000 :

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 3.1.

- c The State reserves the right to arrange contracts with more than one contractor.

2.1 POINTS

The Preferential Procurement Regulations 2017 were gazetted on 20 January 2017 (No. 40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

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

Failure to submit a fully complete B-BBEE certificates / sworn affidavit will lead to no award of points for preference.

- d The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- e Bidders are requested to complete the various preference claim forms in order to claim preference points.

- f Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- g National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- h Points scored will be rounded off to the nearest 2 decimals.
- i 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 points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- j A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

k Joint Ventures, Consortiums and Trusts

- In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement is required.
- In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated B-BBEE certificate for all members is required.
- In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

I. Subcontracting after award of tender

- A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- A person awarded a contract in relation to a designated sector, may not subcontract 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.
- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is

subcontracted to an EME that has the capability and ability to execute the subcontract.

3. MANDATORY REQUIREMENTS

- 3.1 A paper-based administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed or attached, such a bid will be eliminated from any further evaluation.
 - 3.1.1 Proof of company registration on Central Supplier Database Registration (CSD).
 - 3.1.2 Fee/cost (SBD 3.3) structure to be submitted in a separate envelop (NB: This information must only be marked financial proposal, failure to submit will lead to your bid being disqualified).
 - 3.1.3 In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement is required.
 - 3.1.4 In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
 - 3.1.5 In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated B-BBEE certificate for all members is required.
 - 3.1.6 In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.

NOTE: Additional Required Documents (Not for elimination)

- a. Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- b. Valid certified BBBEE certificate / affidavit in case of Exempted Micro Enterprises (EME) and Qualifying Small Enterprises (QSE).

FAILURE TO ADHERE TO THE CONDITIONS OF THE BID WILL LEAD TO DISQUALIFICATION.

4. TAX COMPLIANCE STATUS

- 4.1 Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5. VALUE ADDED TAX

- 5.1 All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

- 6.1 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury.

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. LATE BIDS

Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

11. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
 - directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

11. FRONTING

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

12. PRESENTATION

- 12.1 National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

12.2 NON-COMPULSORY BRIEFING SESSION:

Date: 8 August 2022

Time: 11:00 am

Venue: **via Microsoft Teams**

The link will be available on the eTenders portal and National Treasury's website.

13. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into formal contract with the National Treasury.

14. PACKAGING OF BID

The bidder shall place the sealed Technical Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT013-2022

Description: APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PRINTING AND DISTRIBUTION OF EMBARGO RELATED INFORMATION FOR A PERIOD OF THREE (3) YEAR

Bid closing date and time: 19 August 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

15.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT013-2022:

Description: APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PRINTING AND DISTRIBUTION OF EMBARGO RELATED INFORMATION FOR A PERIOD OF THREE (3) YEARS

Bid closing date and time: 19 August 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

The Technical Proposal envelope must contain one original hard copy document, clearly marked “Original”, and four (4) hardcopies, clearly marked “Copy”. Bidders may attach soft copies in a USB format

16 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: NTAdministrativeTenders@Treasury.gov.za

SPECIFICATIONS FOR QUOTING PURPOSES

(PRINTING OF INFORMATION UNDER EMBARGO)

EXAMPLES OF SOME POSSIBLE REQUESTS:

Note: Document specifications, quantities and types may vary as this is not the only or set standard.

For costing comparison purposes, you are requested to provide your cost breakdown for documents below that **should be inclusive of VAT, for the 3-year period**.

- a) Specifications must be as close as possible to what is requested below.
- b) Should your specifications vary, kindly indicate clearly under “**Notes**”
- c) If you are not able to produce some items or specifications, kindly indicate **N/A**.
- d) Ensure indicated delivery is included.
- e) Make provision for industry related increases for Year 2 and 3
- f) Indicate in additional costs foreseen not highlighted below

Budget related documentation is mainly printed in February and October annually for tabling in parliament.

Final artwork for information will be encrypted and handed over in person to the production manager by an authorised person.

TERMS OF REFERENCE (PRINTING AND DISTRIBUTION OF INFORMATION UNDER EMBARGO)

ANNEXURE A

ITEM	QUANTITY	UNIT COST	TOTAL COST	NOTE
<p>BUDGET REVIEW (BR)</p> <p>Size: A4 Print: 260pp printed in full colour throughout on 100gsm matt art Cover: 4pp printed in full colour one side on 296gsm Alpine Sulphate Gloss + spot uv front only, Film laminated on one side side Binding: Thread sewn + drawn on cover Delivery: 150 copies to Parliament, rest to Pretoria</p>	480			
<p>ESTIMATES OF NATIONAL EXPENDITURE (ENE)</p> <p>Size: A4 Print: 1000pp printed in black throughout on 70gsm matt art Cover: 4pp printed in full colour one side on 296gsm Alphine Box Board Folding Film matt laminated and spot varnished on one side Binding: Thread sewn + drawn on cover Delivery: 100 copies to Parliament, rest to Pretoria</p>	300			
<p>BUDGET HIGHLIGHTS CARD (BH)</p> <p>Size: A4 Print: Printed in full colour, both sides on 350gsm Magno gloss Finishing: Film laminated and trimmed to size Delivery: 100 copies to Parliament, rest to Pretoria</p>	200			
<p>LEATHER BOUND BOOKS (5 x ENE & 5 x BR)</p> <p>Size: A4 Bind: Hardbound, two-tone leather. Delivery: To Parliament</p>	10			

TERMS OF REFERENCE (PRINTING AND DISTRIBUTION OF INFORMATION UNDER EMBARGO)

ITEM	QUANTITY	UNIT COST	TOTAL COST	NOTE
<p>BUDGET RELATED DOCUMENT</p> <p>Size: A4 Print: 200pp printed in full colour throughout on 100gsm matt art Cover: 4pp printed in full colour one side on 296gsm Alpine Sulphate Gloss + spot uv front only, Film laminated on one side side Binding: Thread sewn + drawn on cover Delivery: 100 copies to Parliament, rest to Pretoria</p>	200			
<p>POSTERS</p> <p>Size: A1 Print: Printed in full colour, one side on 220gsm gloss art Finishing: Film laminated and trimmed to size Delivery: To Parliament</p>	10			
<p>PEOPLES GUIDE TO THE 2023 BUDGET (7 Kinds)</p> <p>Open Size: 594mm X 420mm folded to 420mm deep x 297 mm wide (then to A4) 4pp tabloid A3 folded to A4 Print: printed in 4 colour both sides on 90gsm Camelot cartridge Delivery: 500 copies to Parliament (Bulk to be collected by Skynet)</p>	551 000			
BOXING, PACKING, LABELLING AND PALLETIZING				
<p>DELIVERY TO TWO ADDRESSES – Where indicated above Parliament (Indicate delivery date time and quantity) 120 Plein Street, 3rd floor, CTN Pretoria (Indicate delivery date time and quantity) 40 Church Square, HB-1st floor, Pretoria</p>				

TERMS OF REFERENCE (PRINTING AND DISTRIBUTION OF INFORMATION UNDER EMBARGO)

ITEM	QUANTITY	UNIT COST	TOTAL COST	NOTE
<p>MEDIUM TERM BUDGET POLICY STATEMENT</p> <p>Size: A4 Print: 100pp printed in full colour throughout on 115gsm matt art Cover: 4pp printed in full colour one side on 296gsm Alpine Sulphate Gloss + spot uv front only, Film laminated on one side side Binding: Saddle-stitched Delivery: 150 copies to Parliament, rest to Pretoria</p>	600			
<p>ADJUSTED ESTIMATES TO NATIONAL EXPENDITURE</p> <p>Size: A4 Print: 400pp printed in full colour throughout on 100gsm matt art Cover: 4pp printed in full colour one side on 296gsm Alpine Sulphate Gloss + spot uv front only, Film laminated on one side side Binding: Thread sewn + drawn on cover Delivery: 100 copies to Parliament, rest to Pretoria</p>	360			
<p>POSTERS</p> <p>Size: A1 Print: Printed in full colour, one side on 220gsm gloss art Finishing: Film laminated and trimmed to size Delivery: To Parliament</p>	10			
<p>MTBPS RELATED DOCUMENT</p> <p>Size: A4 Print: 200pp printed in full colour throughout on 100gsm matt art Cover: 4pp printed in full colour one side on 296gsm Alpine Sulphate Gloss + spot uv front only, Film laminated on one side side Binding: Thread sewn + drawn on cover Delivery: 100 copies to Parliament, rest to Pretoria</p>	200			

TERMS OF REFERENCE (PRINTING AND DISTRIBUTION OF INFORMATION UNDER EMBARGO)

ITEM	QUANTITY	UNIT COST	TOTAL COST	NOTE
BOXING, PACKING, LABELLING AND PALLETIZING				
DELIVERY TO TWO ADDRESSES – Where indicated above Parliament (Indicate delivery date time and quantity) 120 Plein Street, 3 rd floor, CTN Pretoria (Indicate delivery date time and quantity) 40 Church Square, HB-1st floor, Pretoria				
TOTAL COST				

COST SUMMARY FOR YEAR 1-3

- ✓ To be inclusive of VAT
- ✓ Based on above costing

ITEM	TOTAL COST		
	2023 - YEAR 1	2024 - YEAR 2	2025 - YEAR 3
BUDGET REVIEW (BR)			
ESTIMATES OF NATIONAL EXPENDITURE (ENE)			
BUDGET HIGHLIGHTS CARD (BH)			
LEATHER BOUND BOOKS (5 x ENE & 5 x BR)			
BUDGET RELATED DOCUMENT			
POSTERS			
PEOPLES GUIDE TO THE 2023 BUDGET (7 Kinds)			
BOXING, PACKING, LABELLING AND PALLETIZING			
DELIVERY TO TWO ADDRESSES – Where indicated above			
MEDIUM TERM BUDGET POLICY STATEMENT			
ADJUSTED ESTIMATES TO NATIONAL EXPENDITURE			
POSTERS			
MTBPS RELATED DOCUMENT			
BOXING, PACKING, LABELLING AND PALLETIZING			
TOTAL COST			

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: NT013-2022
CLOSING TIME 11:00 ON 19 August 2022	

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PRINTING AND DISTRIBUTION OF EMBARGO RELATED INFORMATION FOR A PERIOD OF THREE (3) YEARS

Services must be quoted in accordance with the attached terms of reference and the attached Annexure A

Total cost of the assignment (R inclusive VAT) R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment. (Annexure A)

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

- 2. Period required for commencement with project after acceptance of bid_____
- 3. Are the rates quoted firm for the full period? Yes/No
- 4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to –

Department: National Treasury

E-mail address: NTAdministrativeTenders@Treasury.gov.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

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

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price

quotations, advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 8.2 VAT registration
number:.....
- 8.3 Company registration
number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
-
- 8.6 COMPANY CLASSIFICATION
- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to

such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – Individuals:
Questionnaire A**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Natural Persons:	
Surname:	
Initials:	
First two names:	
Title:	
ID number or passport number:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
Postal address and code:	
Residential address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	
If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:	
Jurisdiction in which contractor is "ordinarily resident" i.e. place of permanent residence:	

DEPARTMENT OF NATIONAL TREASURY

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	Question	Yes	No
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> • The manner of duties performed; • The hours of work; • The quality of work. 		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> • Leave pay; • Medical aid; • Training; • Sick Leave. 		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
Non-Residents of the RSA			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should the NT, so require?		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – All Service Providers
(excluding Individuals): **Questionnaire B:****

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Corporate Contractors (including companies, close corporations and trusts):	
Registered name and furnish a certified copy of registration:	
Nature of legal entity:	
Trade name:	
Registration number:	
Date of incorporation:	
Jurisdiction of incorporation:	
Jurisdiction where effective management is performed:	
Income tax reference number:	
Employees' Tax reference number:	
Value Added Tax number and furnish a certified copy of VAT 103 Certificate:	
Postal address and code:	
Physical address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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.