

BID NUMBER: GPW-2021/22-19

CLOSING DATE: 8 DECEMBER 2021

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS



## **THE GOVERNMENT PRINTING WORKS**

### **REPUBLIC OF SOUTH AFRICA**

#### **REQUEST FOR TENDER**

**APPOINTMENT OF A SUPPLIER FOR MANUFACTURING AND/OR SUPPLY AND DELIVERY OF FINE GRAPHIC PAPER BOARD AND 80GSM BOND REELS AND VARIOUS SHEET PAPERS, TO THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA FOR A PERIOD OF THREE (3) YEARS.**

**Tender Number: GPW- 2021/22-19**

**CLOSING DATE: 8 DECEMBER 2021**

#### **NOTE TO TENDERER:**

**PLEASE CAREFULLY READ THIS DOCUMENT, COMPLETE WHERE REQUIRED, INITIAL EACH PAGE AND SIGN IN FULL AT THE END**

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## 1 INTERPRETATION

1.1 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:

1.1.1 **"Closing Date"** shall mean **8 December 2021** not later than 11h00;

1.1.2 **"Conditions of Tender"** shall mean the conditions of tender set out in clause 11;

1.1.3 **"Constitution"** shall mean the Constitution of the Republic of South Africa, 1996;

1.1.4 **"Definitive Agreement"** shall mean the supply and services agreement to be concluded between GPW and the Successful Tenderer substantially on the terms contained in the Term Sheet, together with all schedules to be attached thereto or referenced therein;

1.1.5 **"GPW" or "Government Printing Works"** shall mean the Government Printing Works, a component of the South African government established under section 7A of the Public Services Act, 1994;

1.1.6 **"Highest Score"** shall mean the highest score obtained in stage 4 (four) of the selection process (i.e. score for price and B-BBEE after applying the relevant formula and table);

1.1.7 **"PAJA"** shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;

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1.1.8 "**PFMA**" shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act for 2017;

1.1.9 "**Premises**" shall mean the GPW's production facility, situated at 83 Visagie Street, Pretoria, Republic of South Africa;

1.1.10 "**Procurement Act**" shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act for 2017;

1.1.11 "**Procurement Laws**" shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, the Procurement Act, practice notes and all other relevant laws and policies

1.1.12 "**Returnable Documents**" shall mean the following documents:

- (i) duly signed and completed price schedule of this RFT;
- (ii) Proof of ownership (i.e. title deed or municipality bill) or lease agreement (minimum 5 year lease agreement) for a 1000m2 (or more) paper warehousing facility;
- (iii) duly completed and signed Annexure SBD 1 – Invitation to Bid;
- (iv) duly completed and signed Annexure SBD 4 – Declaration of Interest;
- (v) duly completed and signed Annexure SDB 5 – National Industrial Participation Programme;
- (vi) duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;

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(vii) duly completed and signed Annexure SBD 8 – Declaration of Past SCM Practices;

(viii) duly completed and signed Annexure SBD 9 - Certificate of Independent Bid Determination; and

1.1.13 **“RFT”** or **“RFT Document(s)”** shall mean this request for tender and the Returnable Documents;

1.1.14 **“Successful Tenderer”** shall mean the person to whom the Definitive Agreement is awarded through the process contemplated in this RFT;

1.1.15 **“Tender”** or **“Tender Submission”** shall mean bid documents submitted in response to this RFT;

1.1.16 **“Tenderer”** shall mean the person submitting a Tender in response to this RFT; and

## 2. INTRODUCTION AND GPW REQUIREMENTS

2.1 GPW is mandated to render printing and related services on behalf of Government in the Republic of South Africa. These printing services include the production of the South African passport booklet series.

2.2 In support of the afore-mentioned mandate, GPW wishes to establish a five-year period contract, for the manufacturing and supply of fine graphic paper board and bond 80 reel papers. GPW wishes to appoint, through a Tender Process, a suitably qualified vendor to manufacture and/or supply the above mentions paper to GPW.

2.3 The purpose of this RFT is to identify, in compliance with the Procurement Laws, an appropriate and suitably qualified Tenderer with whom GPW will conclude the Definitive Agreement.

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### **3. TENDER DOCUMENTATION**

#### **3.1 The document compact contains the following:**

3.1.1 this RFT document;

3.1.2 Technical/Functional Evaluation;

3.1.3 Price and B-BBEE Evaluation; and

3.1.4 SBD documents namely Annexure SBD 1 (invitation to bid); Annexure SBD 4 (declaration of interest), Annexure SBD 5 (National Industrial Participation Programme); Annexure SBD 6.1 (preference point claim form), Annexure SBD 8 (declaration of past SCM practices) and Annexure SBD 9 (certificate of independent bid determination).

3.2 The Tenderer shall check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description, or this document contains any obvious errors, the Tenderer shall notify the contact persons as indicated per paragraph 9.1 immediately for rectification. No responsibility or liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes.

### **4. EXTENT OF SERVICES**

In terms of this Tender, the Successful Tenderer/s will be responsible for the following:

4.1 Manufacture **and/or** supply of fine graphic paper board and bond 80 reel papers in response to orders issued from time-to-time by GPW;

4.2 preparation and packaging of ordered paper in the required finished format; and

4.3 delivery of paper consignment to the Premises.

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4.4 Pertaining to GPW's requirements, below are the detailed required and/or better specifications of the papers:

**4.4.1 Item: Fine Graphic Paper Board (160gm, 220gm)**

<b>Structural properties – Fine Graphic Paper Board 160gm</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Caliper 205µm		
(ii)	Grammage 160g/m <sup>2</sup>		
(iii)	Substrate produced in sheet size 640mm x 940mm and 700mm x 500mm		
(iv)	Porosity 800ml/min		
(v)	Surface is smooth and excellent stiffness		
(vi)	Roughness top side 250ml/min		
(vii)	Roughness bottom side 250ml/min		
(viii)	Moisture 4%		
(ix)	Cobb 28g/m <sup>2</sup>		
<b>Structural properties – Fine Graphic Paper Board 220gm</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Caliper 284µm		
(ii)	Grammage 220g/m <sup>2</sup>		
(iii)	Substrate produced in sheet size 640mm x 940mm,		
(iv)	Porosity 800ml/min		
(v)	Surface is smooth and excellent stiffness		
(vi)	Roughness top side 250ml/min		
(vii)	Roughness bottom side 250ml/min		
(viii)	Moisture 4%		
(ix)	Cobb 28 g/m <sup>2</sup>		
<b>Optical properties</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Colour: Jade Green, Celestial Blue, Pink, Sunlight Yellow and maize		
(ii)	The paper is uncoated acid free paperboard with a smooth surface and excellent stiffness. These properties ensure good printing run ability converting ability and handling endurance		

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**4.4.2 Item: Fine Graphic Paper Board (105gm Reels,120gsm sheets)**

<b>Structural properties – Fine Graphic Paper Board 105gm</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Grammage 105g/m <sup>2</sup>		
(ii)	Porosity 700ml/min		
(iii)	Substrate produced in reels 305mm		
(iv)	Roughness Bottom side 145ml/min		
(v)	Roughness top side < 200ml/min		
(vi)	Moisture 4%		
(vii)	Opacity 93.5%		
(viii)	Cobb 28g/m <sup>2</sup>		
(ix)	Whiteness 145CIE		
<b>Structural properties – Fine Graphic Paper Board 120gm</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Grammage 120g/m <sup>2</sup>		
(ii)	Porosity 700ml/min		
(iii)	Substrate produced in Sheets 640mm x 915mm and 640mm x 450mm		
(iv)	Roughness Bottom side 145ml/min		
(v)	Roughness top side < 200ml/min		
(vi)	Moisture 4%		
(vii)	Opacity 93.5%		
(viii)	Cobb 28g/m <sup>2</sup>		
(ix)	Whiteness 145CIE		
<b>Optical properties</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Colour : High-White		
(ii)	The paper is uncoated, smooth and is used for commercial and speciality printing applications		

**4.4.3 Item: Fine Graphic Paper Board (160gm, 200gm, 240gm)**

<b>Structural properties – Fine Graphic Paper Board 160gm</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Grammage 160g/m <sup>2</sup>		
(ii)	Porosity 800 ml/min		
(iii)	Substrate produced in sheets 640mm x 900mm		
(iv)	Whiteness 145CIE		
(v)	Thickness 205µm		
(vi)	Roughness 250ml/min		
(vii)	Burst 290kPa		

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(viii)	Tear CD 1400mN		
(ix)	Cobb 28g/m		
(x)	Moisture 4%		
<b>Structural properties – 200gm</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Grammage 200g/m <sup>2</sup>		
(ii)	Porosity 800ml/min		
(iii)	Substrate produced in sheets 640mm x 900mm		
(iv)	Whiteness 145CIE		
(v)	Thickness 255µm		
(vi)	Roughness 250ml/min		
(vii)	Burst 400kPa		
(viii)	Tear CD 1700mN		
(ix)	Cobb 28g/m <sup>2</sup>		
(x)	Moisture 4%		
<b>Structural properties – 240gm</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Grammage 240g/m		
(ii)	Porosity 850 ml/min		
(iii)	Substrate produced in sheets 640mm x 900mm		
(iv)	Whiteness 145CIE		
(v)	Thickness 310µm		
(vi)	Roughness 250ml/min		
(vii)	Burst 450kPa		
(viii)	Tear CD 1960mN		
(ix)	Cobb 28g/m		
(x)	Moisture 4%		
<b>Optical properties</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Colour : White		
(ii)	The paper is uncoated free board with smooth surface and guaranteed for high quality colour printing results. Stiffness of the paper ensure excellent runnability and converting ability		

#### 4.4.4 Item Bond 80 (Sheets and Reels)

<b>Structural properties – Bond 80 Sheets</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Grammage 80g/m <sup>2</sup>		
(ii)	Porosity 700ml/min		
(iii)	Whiteness 145CIE		

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(iv)	Thickness 110		
(v)	Roughness Topside 275ml/min		
(vi)	Roughness Bottom side 175ml/min		
(vii)	Moisture 4%		
(viii)	Opacity 90%		
(ix)	Cobb 24g/m <sup>2</sup>		
()	Substrate produced in sheet size 640mm x 940mm and 640mm x 450mm		
<b>Structural properties – Bond 80 Reels</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Grammage 80g/m <sup>2</sup>		
(ii)	Porosity 700ml/min		
(iii)	Whiteness 145CIE		
(iv)	Thickness 110		
(v)	Roughness Topside 275 ml/min		
(vi)	Roughness Bottom side 175 ml/min		
(vii)	Moisture 4%		
(viii)	Opacity 90%		
(ix)	Cobb 24g/m <sup>2</sup>		
()	Substrate produced in reels 880mm, 440mm		
<b>Optical properties</b>		<b>Accept</b>	<b>Do not Accept</b>
(i)	Colour : White		
(ii)	Formation, Roughness ,stiffness, opacity and colour are fundamental to a high quality product		

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## 5. IMPORTANT DATES AND TIMES

### 5.1 Key Dates and Activities

The table below lists certain key dates and activities relevant from time of issuance of this RFT until the Closing Date:

No	Description	Start Date	End Date
1	RFT Documents available for collection or download from <a href="http://www.gpwonline.co.za">www.gpwonline.co.za</a>	8 November 2021	8 December 2021
3	Last date to submit written clarification questions by potential bidders	8 November 2021	30 November 2021
4	Last date for GPW to respond to written questions, if any, in writing	1 December 2021	3 December 2021
5	Tender submissions due (Closing Date)	8 December 2021	

5.2 Any time or date in this RFT is subject to change, at the discretion of GPW. The establishment of a time or date in this RFT does not create an obligation on the part of GPW to take any action, or create any right in any Tenderer that any action be taken, on the date established or on any other date. GPW may in its sole discretion vary or extend any time or date in this RFT.

## 6. ADDITIONAL INFORMATION AND ENQUIRIES

6.1 To enable the Respondent to attain a reasonable degree of understanding of GPW's requirements under this RFT, Respondents may submit written questions via e-mail to the contact persons as indicated per Annexure ONE Section A paragraph 9.1 of this RFT document, until close of business on 30 November 2021. GPW will, in its reasonable discretion, endeavour to answer in writing before 16h00 on 3 December 2021. All questions received by GPW and their corresponding answers will be shared with all respondents (without disclosing the identity of the respondent who asked the question).

6.2 After collection of documentation from the GPW, it is kindly requested that Tenderers will submit their respective contact details to the  
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GPW's contact persons as listed per Annexure ONE Section A par. 9.1 The GPW will rely on such contact information to effect the communication as indicated per Annexure ONE Section A par. 6.1 of this RFT.

## 7. TENDER SUBMISSION

7.1 Tenderers are requested to initial each page of the RFT Document and sign in full where appropriate.

7.2 Tenders must be submitted:

7.2.1 in duplicate hard copies (i.e. 1 original and 1 copy of the original) no later than the Closing Date; and

7.2.2 deliver Returnable Documents to:

TENDER BOX	HAND DELIVERY (COURIER ONLY)
The tender box is situated:  Adjacent to the main entrance, 149 Bosman Street, PRETORIA Republic of South Africa	Ms Noko Lekgowe Government Printing Works Supply Chain Management Section Room 17 149 Bosman Street PRETORIA Republic of South Africa

7.3 All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.

7.4 The documentation must be completed in black ink and only hard copies of the completed RFT must be submitted. Please note that no e-mail submissions will be accepted.

7.5 No late Tender Submission will be accepted regardless of how late it is.

## 8. JOINT VENTURES/CONSORTIUMS

8.1 If contemplating a JV or consortium, Tenderers should submit a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party. The agreement should also state in very clear terms that the parties will be jointly and

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severally liable to GPW, despite the split of business and associated responsibilities.

- 8.2 In the case of incorporated JV or consortium, the incorporate JV or consortium must submit a valid B-BBEE verification certificate in its registered name.
- 8.3 In the case of unincorporated JV or consortium, the unincorporated JV or consortium must submit a consolidated valid B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFT in particular.
- 8.4 If contemplating an agency arrangement, then the Respondent must submit documentary evidence of such arrangement.
- 8.5 Documentation pertaining to par. 8.1 to 8.4, if applicable, must be submitted as Annexure A, being part of the Returnable Documents.

## 9. COMMUNICATION

- 9.1 All communication between the Tenderers and GPW before the Closing Date must be made to the following GPW officials:

<u>Bidding procedures</u>  Ms Noko Lekgowe  e-Mail address: <a href="mailto:Noko.Lekgowe@gpw.gov.za">Noko.Lekgowe@gpw.gov.za</a>	<u>Technical matters</u>  Ms Moloko Mashaba  e-Mail address: <a href="mailto:moloko.mashaba@gpw.gov.za">moloko.mashaba@gpw.gov.za</a>
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- 9.2 A Tender Submission will be disqualified should any attempt be made by the submitting Tenderer either directly or indirectly to canvass any officer or employee of GPW in respect of this RFT between the Closing Date and the date of the award of the contract.

## 10. Stage 1: PRE-QUALIFICATION CRITERIA

- 10.1 Only bids from EME OR QSE suppliers at BBBEE contribution levels 1 will be accepted. For qualification, bidders must submit valid BBBEE Certificates or valid Sworn Affidavits.

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10.2 The successful tenderer must be able to hold strategic stock on the floor and must have paper warehousing facilities with a minimum capacity of 1000m2 or more.

10.3 GPW will utilise the methodology and criteria, as defined per Table 10.3(a) below, in selecting the successful Tenderer.

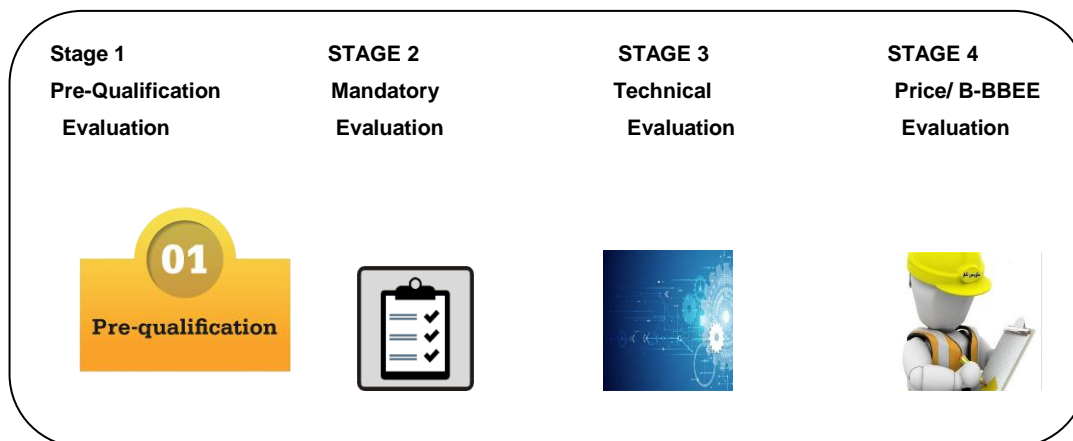


Table 10.2(a) Methodology and criteria

### 10.3.1 Stage 2: Mandatory Evaluation

Tenderers must submit the following mandatory documents to qualify to proceed to Stage 3 for further evaluation. Failure to submit any of the below listed document will lead to disqualifications:

ITEM NO	DESCRIPTION
1	Fully completed, initialed and signed tender document
2	Duly signed and completed Bid Price Details of this RFT
3	Proof of ownership (i.e. title deed or municipality bill) or lease agreement (minimum 5 year lease agreement) for a 1000m2 (or more) paper warehousing facility.

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4	Duly completed and signed Annexure SBD 1 – Invitation to Bid;
5	Duly completed and signed Annexure SBD 4 – Declaration of Interest;
6	Duly completed and signed Annexure SDB 5 – National Industrial Participation Programme;
7	Duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;
8	Duly completed and signed Annexure SBD 8 – Declaration of Past SCM Practices;
9	Duly completed and signed Annexure SBD 9 - Certificate of Independent Bid Determination
10	Provision of at least three signed reference letters on the client's letterhead with contactable client details not older than two years;
11	In instances where the Tenderer is an agent or a distributor, a signed letter from the tenderer's manufacturer, indicating agreement in supplying the Tenderer with GPW requirements as specified in this tender document must be provided.

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**10.3.2 Stage 3: Technical/Functionality Evaluation****10.3.2.1 Information requirements**

Any column contained in Annexure ONE hereto, where “*State details*” is required, is not mandatory information, however, the GPW requires such information for planning purposes.

**10.3.2.2 Mandatory requirements**

Any column contained in Annexure ONE hereto, where “*Accept*” and “*Do not accept*” respectively are required, are critical for purposes of this RFT. Any Tenderer who fails to respond to any specific requirement or indicates (with “x” or “√”) that it does not accept any specific requirement, may be disqualified, at the discretion of GPW.

10.3.2.3 The mandatory requirements will be incorporated by reference and form part of the Definitive Agreement.

10.3.2.4 By accepting the mandatory requirements, each Tenderer represents and warrants to GPW that, as at the Closing Date, it has the ability to supply the Solution in accordance with such requirements.

10.3.2.5 The tenderer must be able to hold strategic stock on the floor and must have a paper warehousing facility with a minimum capacity of minimum 1000m2. GPW reserves the right to confirm this through site visit prior to award.

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### TECHNICAL/FUNCTIONALITY EVALUATION

1.	CRITERIA	Weight	Bidder own score
1.1	<p>Number of years' experience (by bidder or manufacturer from whom the required paper will be sourced) in the <b>production</b> of the fine graphic paper board and bond 80 Reels and Sheet papers</p> <p>If the number of years' experience is:</p> <ul style="list-style-type: none"> <li>-Below 2 years - Value 0</li> <li>-Between 2 years and 3 years – Value 1</li> <li>-Between 3 years and 4 years – Value 5</li> <li>-Between 4 years and 5 years – Value 10</li> <li>-Between 5 years and 6 years – Value 15</li> <li>-Above 6 years – Value 20</li> </ul>	20	
1.2	<p>Number of years' experience (by bidder or the manufacturer from whom the required paper will be sourced), in <b>supplying</b> fine graphic paper board and bond 80 Reels and Sheets papers</p> <p>If the number of years' experience is:</p> <ul style="list-style-type: none"> <li>-Below 2 years - Value 0</li> <li>-Between 2 years and 3 years – Value 1</li> <li>-Between 3 years and 4 years – Value 5</li> <li>-Between 4 years and 5 years – Value 10</li> <li>-Between 5 years and 6 years – Value 15</li> <li>-Above 6 years – Value 20</li> </ul>	20	
1.3	<p>Number of signed reference letters on the client's letterhead (by bidder or the manufacturer from whom the required paper will be sourced), with contact details from clients for whom fine graphic paper board and bond 80 reels and sheets papers was produced</p> <ul style="list-style-type: none"> <li>- One reference letter - Value 1</li> <li>- Two to Three reference letters - Value 5</li> </ul>	20	

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	<ul style="list-style-type: none"> <li>- Four to five reference letters – Value 10</li> <li>- Six to Seven reference letters – Value 15</li> <li>- Eight and above reference letters - Value 20</li> </ul>		
1.4.	<p>Provision of proof that the bidder has a manufacturing plant or a signed letter from the Manufacturer. The physical address of the manufacturing plant must be provided.</p> <ul style="list-style-type: none"> <li>- If the bidder did not supply proof that that they own the manufacturing plant or signed letter from manufacturer and did not provide the physical address of the manufacturing plant – Value 0</li> <li>- If the bidder does not provide proof that the bidder has a manufacturing plant. Or reference letter signed by manufacturer or previous clients. The physical address of the manufacturing plant must be provided – Value 40</li> </ul>	40	
	<b>TOTAL POINTS</b>	<b>100</b>	
	<b>MINIMUM THRESHOLD</b>	<b>70</b>	

**A score of 70 points or more must be obtained for any Tender Submission to progress to the next stage of evaluation**

### **10.3.3 Stage 4: Price and B-BBEE Evaluation**

#### **10.3.3.1 BID PRICE DETAILS TENDER**

The following schedule will be used for evaluation purposes only. The indicated quantities may increase or decrease during the term of contract:

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.1 Purchase cost – manufacturing, supply and delivery of fine graphic paper board sheets (Jade Green, Celestial Blue, Pink, Sunlight Yellow and maize) – 160gsm	1 000 sheets (640mm x 900mm)		
1.2 Purchase cost – manufacturing, supply and delivery of fine graphic paper board sheets (Jade Green, Celestial Blue, Pink, Sunlight Yellow and maize) – 220gsm	1 000 sheets (640mm x 900mm)		

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1.3	Purchase cost – manufacturing, supply and delivery of fine graphic paper board sheets (white) – 160gsm	1 000 sheets (640mm x 915mm)		
1.4	Purchase cost – manufacturing, supply and delivery of fine graphic paper board sheets (white) – 200gsm	1 000 sheets (640mm x 900mm)		
1.5	Purchase cost – manufacturing, supply and delivery of fine graphic paper board sheets (white) – 240gsm	1 000 sheets (640mm x 900mm)		
1.6	Purchase cost – manufacturing, supply and delivery of fine graphic paper board reels (white) – 105gsm	1 000 tons (305mm)		
1.7	Purchase cost – manufacturing, supply and delivery fine graphic paper board sheets (white) – 120gsm	1 000 sheets (640mm x 915mm)		
1.8	Purchase cost – manufacturing, supply and delivery of fine graphic paper bond sheets (white) – 80gsm	1 000 sheets (640mm x 915mm)		
1.9	Purchase cost – manufacturing, supply and delivery of fine graphic paper bond reels (white) – 80gsm	1 000 tons (880mm)		
Total (price as reflected per RFT Section B paragraphs 1.1 to 1.4 above)				
			VAT (if applicable)	
			<b>TOTAL BID PRICE</b>	

\* Note Respondents may quote prices in:

- ZAR; or
- their respective base currencies, e.g. USD, EURO, etc. In such event, the GPW will convert the quoted currency to ZAR for purposes of price evaluation, using the applicable exchange rates at 12h00 South African time on the Closing Date. Please note that, at the time of payment, the GPW will effect payment at the actual exchange rates on the day of payment.

**FOR AND ON BEHALF OF** \_\_\_\_\_

**NAME:** \_\_\_\_\_

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The following weighting will apply to price and B-BBEE in accordance with the provisions of the relevant Procurement Laws:

10.3.3.2 Procurement with a Rand value up to R50 000 000,00 – the 80/20 scoring system:

Evaluation Criteria	Final Weighted Score
Price	80
B-BBEE	20
<b>TOTAL SCORE</b>	<b>100</b>

10.3.3.2.1 GPW will utilise the following formula in its evaluation of price:

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

PS = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = Price of lowest acceptable bid

10.3.3.2.2 Broad-Based Black Economic Empowerment criteria preference points will be awarded to a Respondent for attaining the B-BBEE status level of contribution in accordance with the table below:

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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

10.3.3.3 Procurement with a Rand value above R50 000 000,00 – the 90/10 scoring system:

Evaluation Criteria	Final Weighted Score
Price	90
B-BBEE	10
<b>TOTAL SCORE</b>	<b>100</b>

10.3.3.3.1 GPW will utilise the following formula in its evaluation of price:

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

PS = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = Price of lowest acceptable bid

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10.3.3.3.2 Broad-Based Black Economic Empowerment criteria preference points will be awarded to a Respondent for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Tenderers who do not provide their verification certificates or who are non-compliant shall receive a zero score for B-BBEE.

## 11 CONDITIONS OF TENDER

11.1 The bid will be awarded to the highest scoring bidder who has the ability to hold strategic stock on the floor and has paper warehousing facilities with a minimum capacity of 1 000m<sup>2</sup> or more. GPW will confirm this through site visit prior to award.

11.2 Failure to complete any of the Returnable Documents, where applicable, in accordance with the instructions contained therein, or

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otherwise comply with other provisions contained in this RFT, may disqualify Tenderers, at GPW's discretion.

11.3 GPW reserves the right to:

11.3.1 make no award (e.g. reject all Tender Submissions) or award only a portion of the services required under this RFT;

11.3.2 cancel this RFT or any part thereof at any time;

11.3.3 not necessarily accept the Tender Submission obtaining the Highest Score;

11.3.4 reject any Tender that:

11.3.4.1 fails to commit to the key deliverables required by this RFT;

11.3.4.2 is submitted not as set out in clause 7;

11.3.4.3 contains any information that is found to be incorrect or misleading in any way; or

11.3.4.4 is not completed in full and/or initialed as required.

11.4 During the evaluation process, no change in the content of Tender Submissions shall be sought, offered or permitted.

11.5 GPW reserves the right to seek clarity or confirmation on the information submitted. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids. GPW will only allow questions be asked to bidders for clarification needed to evaluate their bids but should not ask or permit bidders to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses will be made in writing.

Initial here obo Tenderer

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BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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11.6 Tenderer's delivery of a Tender Submission constitutes acceptance by the Tenderer of the Conditions of Tender.

11.7 This RFT is an invitation to the Tenderer to make an offer to GPW. No binding contract or other understanding will exist between GPW and the Tenderer unless and until the Definitive Agreement is entered into. Nothing in this RFT or any other communication made between GPW (including its officers, employees, advisers and representatives) and the Tenderer will constitute an agreement or representation that GPW will offer, award or enter into a contract.

11.8 GPW reserves the right in its sole discretion to amend, vary, or supplement any of the information, terms or requirements contained in this RFT, any information or requirements delivered pursuant to this RFT, or the structure and/or schedule of the RFT process, at any time prior to the closing date and time of the tender. Tenderers will have no claim against GPW or against any of its officers, employees, advisers and/or representatives with respect to the exercise of, or failure to exercise, such right.

#### 11.9 Validity Period

11.9.1 All Tender Submissions shall remain valid for 90 days from the Closing Date. GPW reserves the right to reject any Tender Submission that is valid for a period less than 90 days.

11.9.2 Tender Submissions, including pricing, will be considered to be firm throughout such period, based on the scope of services as specified in this RFT, and subject to the contractual documentation included in the RFT.

11.10 The Tenderer's participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Tenderer's sole risk, cost and expense. GPW will not be responsible, whether on the basis of any promissory estoppel, Initial here obo Tenderer

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BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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quantum merit or on any other contractual, quasi-contractual, restitutionary or other grounds, for any costs or expenses incurred by the Tenderer in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Tenderer's participation in the RFT process. All costs associated with the submission of any additional requested information, the preparation thereof and attendance of clarification meetings, will be the sole responsibility of the Tenderer.

11.11 This RFT will be governed by and construed in accordance with the laws of the Republic of South Africa.

11.12 Collusive Conduct; Improper Assistance; No Inducements.

11.12.1 As declared in the relevant Returnable Document, neither the Tenderer nor any of its officers, employees, advisers or other representatives will engage in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process.

11.12.2 Neither the Tenderer nor any of its officers, directors, employees, advisers or other representatives will seek any assistance, other than assistance officially provided by GPW in conjunction with the RFT process, from any GPW employee, adviser or other representative with respect to this RFT process.

11.12.3 Neither the Tenderer nor any of its officers, directors, employees, advisers or other representatives will make or offer any gift, gratuity, or other inducement, whether lawful or unlawful, to any of GPW's officers, employees, advisers or other representatives, with respect to this RFT process.

Initial here obo Tenderer

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11.12.4 In addition to any other remedies available to it under any law or any contract, GPW reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a Tenderer that engages in any conduct described in clauses 11.12.1 to 11.13.3

#### 11.13 Proprietary Rights in RFT and Tender Submissions

GPW shall own all intellectual property rights in the information and ideas developed during its procurement process, including any information and ideas reflected in this RFT (including its appendices and attachments) and in the Tender Submissions thereto except for any pre-existing intellectual property of the Tenderer.

#### 11.14 Publicity

The Tenderer shall not refer to GPW or this RFT in any of its publicity or advertising materials without GPW's approval which may be withheld at GPW's sole discretion.

#### 11.15 Decisions on Tenders

11.15.1 The decision by the Chief Executive Officer or other authorized delegate of GPW regarding the awarding of a contract shall be final.

11.15.2 Where a contract has been awarded on the strength of information furnished by the Tenderer, which, after the conclusion of the relevant agreement, is shown to have been incorrect or misleading, GPW may, in addition to any other legal remedy it may have:

11.15.2.1 recover from the Tenderer all costs, losses or damages incurred or sustained by GPW as a result of the award of the contract; and/or

Initial here obo Tenderer

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BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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11.15.2.2 cancel the contract and claim any damages which GPW may suffer as a result of having to make less favorable arrangements; and/or

11.15.2.3 impose on the Tenderer, a penalty not exceeding five per cent of the value of the contract.

#### 11.16 Notification

Where any offered product, service or condition differs from the requirements set forth in the RFT, it is the sole responsibility of the Tenderer to notify GPW thereof.

#### 11.17 Restriction from Tendering or Contracting

The Chief Executive Officer of GPW may, in addition to any other legal remedies GPW may have, determine that no offer from a Tenderer should be considered, or determine that a contract should be cancelled, if the Chief Executive Officer is of the opinion that a Tender Submission or Tenderer has:

11.17.1 failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement;

11.17.2 failed to react to written notices properly sent to it; or

11.17.3 offered or given a bribe or any other inducement, or has acted in a fraudulent manner or in bad faith or in any other improper manner.

#### 11.18 Representation

11.18.1 Each Tenderer hereby represents and warrants to GPW that the information provided herein is true and correct as at the Closing Date.

Initial here obo Tenderer

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BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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11.18.2 By signing this RFT Document, the Tenderer is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFT, including those contained in the Returnable Documents and GPW will recognise no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

For and on Behalf of \_\_\_\_\_

Name: \_\_\_\_\_

Position:

\_\_\_\_\_

Who hereby warrants his authority

--- End of RFT -

Initial here obo Tenderer

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BID NUMBER: GPW-2021/22-19

CLOSING DATE: 8 DECEMBER 2021

BIDDER NAME: \_\_\_\_\_

VALIDITY PERIOD: 90 DAYS

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Annexure SBD 1

**PART A  
INVITATION TO BID**

BID NUMBER:	GPW- 2021/22-19	CLOSING DATE:	8 DECEMBER 2021	CLOSING TIME:	11h00
DESCRIPTION	MANUFACTURING AND SUPPLY OF FINE GRAPHIC PAPER BOARD AND BOND 80 REELS AND SHEET PAPERS, TO THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Tender Box adjacent to the main entrance at: 149 Bosman Street, Pretoria, 0002					
By Hand (Courier Only): Ms Noko Lekgowe, Supply Chain Management Section, Room 17, 149 Bosman Street, Pretoria, 0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Noko Lekgowe		CONTACT PERSON	Moloko Mashaba	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Noko.lekgowe@gpw.gov.za		E-MAIL ADDRESS	Moloko.mashaba@gpw.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA /F JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

---end of document SBD 1 ---

Initial here obo Tenderer

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**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 748 6380

**DECLARATION OF INTEREST: GPW-2021/22-19**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this RFT. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Respondent or its authorised representative declare its position in relation to the evaluating/adjudicating authority where the legal person on whose behalf the Tender is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the Tender.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**
  - 2.1 Full Name of Respondent's representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Respondent (director, trustee, shareholder<sup>2</sup>, member):

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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2.4 Registration number of Respondent: .....

2.5 Tax Reference Number (if any): .....

2.6 VAT Registration Number (if any): .....

2.7 Are you or any person connected with the Respondent presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....  
Name of state institution at which you or the person connected to the Respondent is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the Tender Submission?

**(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Tender.)**

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2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors/  
 trustees / shareholders / members or their spouses  
 conduct business with the state in the previous twelve  
 months?

**YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the Respondent,  
 have any relationship (family, friend, other) with a person  
 employed by the state and who may be involved with the  
 evaluation and/or adjudication of this Tender?

**YES / NO**

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the Respondent,  
 aware of any relationship (family, friend, other) between  
 any other Respondent and any person employed by the  
 state who may be involved with the evaluation and or  
 adjudication of this Tender?

**YES / NO**

2.10.1 If so, furnish particulars:

.....  
 .....

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BIDDER NAME: \_\_\_\_\_

VALDILITY PERIOD: 90 DAYS

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.....

2.11 Do you or any of the directors / trustees / shareholders / members of the Respondent have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

2.11.1 If so, furnish particulars:

.....

.....

.....

### 3. **DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Respondent

--End of Annexure SBD 4 --

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**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 748 6380

This document must be signed and submitted together with your bid

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### **1. PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

Initial here obo Tenderer

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(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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### **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

### **4 PROCESS TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and

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(g) the contractor will submit bi-annual progress reports on approved plans to the DTI

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid

Bid number.....Closing date.....

Name of Bidder.....

Postal address.....

.....

.....

Signature.....Name (in print).....

Date.....

----end of document SBD 5 ---

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**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 748 6380

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

**TENDER GPW- 2021/22-19**

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 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.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
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;

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**3. POINTS AWARDED FOR PRICE****3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

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

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

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

**5. BID DECLARATION**

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

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

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

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BIDDER NAME: \_\_\_\_\_

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(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		NO	
-----	--	----	--

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		NO	
-----	--	----	--

- 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		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

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BIDDER NAME: \_\_\_\_\_

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## 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

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BIDDER NAME: \_\_\_\_\_

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exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

----end of document SBD 6.1---

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**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 748 6380

**GPW-2021/22-19**

**DECLARATION OF RESPONDENT'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Tender of any Respondent may be disregarded if that Respondent, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

Item	Question	Yes	No
4.1	<p>Is the Respondent or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

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4.1.1	If so, furnish particulars:		
4.2	Is the Respondent or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>). Follow the link and click on the icon "Register for the Tender Defaulters" (which you will find at the bottom of the page), or submit a request for a hard copy of the Register to facsimile number (012) 326 5445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Respondent or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Respondent and any organ of state terminated during the past five years on account of a failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION  
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Respondent**

-End of Annexure SBD 8 --

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**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001  
Tel. (012) 748 6380

**CERTIFICATE OF INDEPENDENT BID DETERMINATION: TENDER GPW-2021/22-19**

1. This Standard Bidding Document (SBD) must form part of all bids<sup>3</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
  - 2.1 Treasury Regulation 16A9 prescribes that Accounting Officers and Accounting Authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes Accounting Officers and Accounting Authorities to: regard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

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<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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- 2.2 cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the Tender:

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying Tender:

**APPOINTMENT OF A SUPPLIER FOR MANUFACTURING OR SUPPLY OF FINE GRAPHIC PAPER BOARD AND BOND 80 REELS AND SHEET PAPERS, TO THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA FOR A PERIOD OF THREE (3) YEARS.**

in response to the RFT made by: **THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ that:

(NAME OF RESPONDENT)

- (i) I have read and I understand the contents of this Certificate;
- (ii) I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

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\_\_\_\_\_



BIDDER NAME: \_\_\_\_\_

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- (iii) I am authorized by the Respondent to sign this Certificate, and to submit the accompanying Tender, on behalf of the Respondent;
  - (iv) Each person whose signature appears on the accompanying Tender has been authorized by the Respondent to determine the terms of, and to sign the Tender, on behalf of the Respondent;
  - (v) For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Respondent, whether or not affiliated with the Respondent, who:
    - (a) has been requested to submit a Tender in response to this RFT;
    - (b) could potentially submit a Tender in response to this RFT, based on their qualifications, abilities or experience; and
    - (c) provides the same goods and services as the Respondent and/or is in the same line of business as the Respondent.
5. The Respondent has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;

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<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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- (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a Tender;
  - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
  - (f) bidding with the intention not to win the Tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFT relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Respondent, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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 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 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Signatory

--End of document--

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## **THE NATIONAL TREASURY**

### **Republic of South Africa**



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### **GOVERNMENT PROCUREMENT:**

### **GENERAL CONDITIONS OF CONTRACT**

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**July 2010****GOVERNMENT PROCUREMENT****GENERAL CONDITIONS OF CONTRACT****July 2010****NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

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- 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.

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- 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.

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### 3. General

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

### 4. Standards

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

### 5. Use of contract document 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.

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## 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
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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.

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- 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.

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**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

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(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

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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**

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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  
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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

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be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping 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

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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.

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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

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address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged  
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in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

General Conditions of Contract (revised July 2010)

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