



REQUEST FOR BIDS (RFB)

Erratum for the Specifications for the appointment of a panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.

TENDER NUMBER : RFB 006/2023/2024

CLOSING DATE: 26 JANUARY 2024 @ 11:00

NON-COMPULSORY VIRTUAL BRIEFING SESSION:

WEDNESDAY, 13 DECEMBER 2023, 11:00 – 13:30

(a link for the virtual briefing session will be posted on the GCIS website:

www.gcis.gov.za/content/latest-tenders, on the tenders page, under

RFB 006/2023/2024, on Tuesday, 12 December 2023).

Bid Validity Period: 120 days

TENDER BOX:

Reception
1035 Tshedimosetso House
Cnr Francis Baard and Festival streets
Hatfield, Pretoria
0083

1. BACKGROUND

- 1.1. The Government Communication and Information System (GCIS) invites service providers to bid for the rendering of Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services for **36 months (three years)**.
- 1.2. Section 195(g) of the Constitution of the Republic of South Africa of 1996 forms the basis of the formation of the GCIS, where it stipulates that in order to foster transparency the public should be provided with information that is timely, accurate and importantly, accessible.

Specifications for the appointment of a panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.

- 1.3. Therefore, the GCIS is responsible for providing strategic leadership and coordinating a government communication system that ensures that members of the public are informed, and have access to government programmes.
- 1.4. The GCIS produces the fortnightly *Vuk'uzenzele* newspaper, monthly *Public Sector Manager* magazine, and annual *South Africa Yearbook* and *Official Guide to South Africa*, amongst other communication products. In fulfilment of the Use of Official Languages Act, 2012 (Act 12 of 2012), the department translates the fortnightly Cabinet Statement and *Vuk'uzenzele* newspaper, among others.

2. PURPOSE AND SCOPE

- 2.1. The purpose of the tender is to appoint a panel of service providers to **provide the following services for 36 months (three years)**:
 - 2.1.1. Writing; Editing and Proofreading;
 - 2.1.2. Translation and Quality Control (in all South African official languages, and French and Portuguese); and
 - 2.1.3. Multimedia Graphic Design (Print and Digital).
- 2.2. The GCIS will not be held liable for any expenses incurred by prospective service providers in the preparation and submission of their bid proposals.

3. REQUIRED INFORMATION TO BE SUBMITTED BY PROSPECTIVE SERVICE PROVIDERS

3.1. Services

- 3.1.1. The prospective service providers will be required to provide the following services:

SERVICES
<ul style="list-style-type: none">• Writing; Editing and Proofreading;• Translation and Quality Control (in all South African official languages, and French and Portuguese); and• Multimedia Graphic Design (Print and Digital).

- 3.1.2. Prospective service providers that do not offer all three services listed under paragraph 2.1 above are welcome to submit bids for either of the three services, subject to their capacity, experience and expertise.

Specifications for the appointment of a panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.

3.2. Qualifications

3.2.1. Freelancers/employees working for prospective service providers and assigned by the prospective service provider(s) to undertake work indicated on paragraph 2.1 above for GCIS projects, must have a Certificate, Diploma, National Diploma or Degree/s in the relevant fields such as Language Practice, Translation, English, Journalism, Graphic Design from institutions accredited by the South African Qualification Authority (SAQA).

3.3. Experience

3.3.1. Prospective service providers are requested to provide the following:

3.3.1.1. A comprehensive company profile detailing their experience in providing the services indicated on paragraph 2.1 above.

3.3.1.2. A list of their staff members and their respective areas of expertise.

3.3.1.3. Outline their capacity to provide all or any of the following services: Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital).

3.4. Sample of work

3.4.1. Prospective service providers must provide a sample of the work done for the service(s) they are bidding for that was performed within the past (2) two years from the date of publication of this RFB.

3.4.2. Examples of services currently or previously rendered.

3.5. Equipment / Resources

3.5.1. Prospective service providers will be required to use their own IT equipment such as a laptop or desktop computer with appropriate software such as MS Word (for prospective service providers bidding for writing, editing, proofreading and translation services) and Adobe Creative Cloud (for prospective service providers bidding for multimedia graphic design services).

3.5.2. It should be noted that the points allocated for equipment and resources will be allocated according to the service(s) the prospective service provider is bidding for.

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3.5.3. In this regard, prospective service providers must provide a list of functional IT equipment and software or software licences they own and use.

3.5.4. In instances where the prospective service providers are required to work on-site at the GCIS offices in Tshedimosetso House, Hatfield, Pretoria, they will be required to use their own equipment.

3.6. **References**

3.6.1. Prospective service providers must provide a signed reference letter on a client letterhead for each service they are bidding for, from their contactable clients for services rendered within the **past (2) two years** from the date of publication of this RFB.

3.6.2. The reference letters must:

3.6.2.1. contain the contact details of the companies to which the services were rendered, including telephone numbers, email address and physical address.

3.6.2.2. be signed by the delegated persons in the companies where the prospective service providers have rendered their services. Unsigned reference letters will not be considered.

3.6.2.3. indicate the duration or period at which the prospective service providers have rendered the services to the companies.

3.6.3. Any reference letter that does not contain all the requirements outlined in paragraphs 3.6.2.1. to 3.6.2.3. will not be considered.

3.7. **Project Plan**

3.7.1. Prospective service providers are required to submit a Project Plan detailing the following:

- The expected deliverables and end results of the project.
- Stakeholders and roles.
- Estimate budget expenses for a project.
- Work Breakdown Structure (WBS).
- Key milestones into a detailed project schedule.
- Goals and project objectives.
- Timelines and schedules for each task.
- Expectations for a Communication Plan.

Specifications for the appointment of a panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.

3.8. Account Management

3.8.1. Prospective service providers are required to have a contactable dedicated Account Manager assigned to the GCIS.

3.8.2. The prospective bidder must indicate the following details in the proposal (name, email address, landline and mobile number) of the dedicated Account Manager to be assigned to the GCIS and the personnel will be expected to have a:

- Certificate(s)/diploma(s) or degree(s) in marketing, communications, journalism, business management or related fields and in addition to the above requirements, possession of a relevant certificate in the any of specified field will be an added advantage.
- minimum of two years experience or more in account management.

3.8.3. The Account Manager will be expected to:

- address the GCIS's needs and concerns quickly and effectively.
- be knowledgeable and understands the goals and priorities of the GCIS.
- respond to any queries/enquiries from the GCIS within reasonable turnaround times.
- maintain good customer relations with the GCIS.
- handle the GCIS's ad-hoc requests related to a project.

4. PRESCRIBED RATES

4.1. All prospective service providers included in the panel will be required to submit quotes that are based on the rates indicated in the table under paragraph 4.3, in Rands value.

4.2. The prescribed rates indicated in the table below are charged by the main freelancer organisation, the Southern African Freelancers' Association, and will remain in force without any change for the duration of this RFB. The rates are also based on the Guide on Hourly Fee Rates for Consultants approved by the Department of Public Service and Administration with effect from 2020.

4.3. These rates include VAT and constitute the full amount claimable per word and/or page per service, as indicated on the table:

Specifications for the appointment of a panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.

DESCRIPTION	RATES
• Writing: Per word	R5
• Rewriting: Per word	R4
• Editing: Per word	R3
• Editing: Per page	R250
• Proofreading: Per word	R2
• Proofreading: Per page	R250
• Translations (All South African official languages)	<p>Normal translation (in all South African official languages):</p> <ul style="list-style-type: none"> • R130 per 100 words <p>Quality control:</p> <ul style="list-style-type: none"> • R80 per 100 words
DESCRIPTION	RATES
• Quality control and proofreading of <i>Vuk'uzenzele</i> newspaper in all South African official languages	<p>Quality control of target text and proofreading of laid-out pages:</p> <ul style="list-style-type: none"> • R100 per 100 words
• Translations (Foreign languages)	<p>Translation (Portuguese and French):</p> <ul style="list-style-type: none"> • R130 per 100 words <p>Quality control (Portuguese and French):</p> <ul style="list-style-type: none"> • R80 per 100 words

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<ul style="list-style-type: none"> Writers, editors, proofreaders and graphic designers 	R2 200 per day	
	Item	Days
	Days in the year	365 per year
	Work days	220 available days in a year
	Weekends – 2 x 52	Minus 104 days
	Public holidays	Minus 11 days
	Annual leave	Minus 22 days
	Sick leave	Minus 8 days
	Total days	220 available days in a year
	Minimum hours per day	8 hours
	Total available hours in a year	1 760 hours
<p>The calculation for the two (2) models are as follows:</p> <p>Freelancers are responsible for all overhead expenses</p> <p>(Total package/available hours) x (all overhead factors x mark-up) (R158 871/1 760) X (1.90/0.85) R201.77 per hour R1 614.19 (8 hours per day)</p> <p>Government contributes towards overhead expenses</p> <p>(Total package/available hours) x (all overhead factors x mark-up) (R158 871/1 760) X (1.63/0.85) R173.10 per hour R1 384.81 (8 hours per day)</p>		

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5. PAYMENT TERMS

- 5.1. Payment in respect of valid invoices submitted by prospective service providers for services rendered satisfactorily shall be paid into the service providers' bank accounts within 30 days.
- 5.2. Payment will be effected after the full completion of the project to the satisfaction of the GCIS.
- 5.3. The GCIS reserves the right to negotiate the existing rate, depending on the volume of the project.
- 5.4. The GCIS will not, under any circumstances whatsoever, provide advance payment to service providers.

6. SPECIAL CONDITIONS OF THIS BID (RFB)

- 6.1. The GCIS may, before awarding the bid, cancel this RFB due to any of the following reasons:
 - 6.1.1. Changed circumstances where there is no longer a need for the goods specified in the invitation to bid;
 - 6.1.2. Funds are no longer available to cover the total envisaged expenditure;
 - 6.1.3. No acceptable offer is received; and
 - 6.1.4. Material irregularity in the RFB process and/or material errors in the specifications.
- 6.2. Successful service providers and their employees who will be working on projects for the GCIS will be required to sign a Declaration of Secrecy.
- 6.3. A service-level agreement (SLA) will be signed between the successful bidding companies and the GCIS. While the SLA is being finalised, the performance of the prospective service providers will be managed through the General Conditions of Contract (GCC) and all Standard Bidding Documents (SBD) issued with this tender, the deliverables required per this tender as well as the bid proposals submitted by prospective service providers.

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7. SPECIFIC GOALS INFORMATION AND DOCUMENTS TO BE SUBMITTED BY BIDDERS/SUPPLIERS

7.1. SPECIFIC RDP GOALS (Preference points)

7.2. In line with the Preferential Procurement Regulations (PPR) of 2022 and the GCIS Supply Chain Management (SCM) Policy 2023-2024, for this RFB, the GCIS would like to do business with potential suppliers/enterprises that are owned by Historically Disadvantaged Individuals (HDIs), women, persons with disabilities, youth and Exempted Micro Enterprises (EMEs) / Qualifying Small Enterprises (QSEs) that are based in cities and or urban areas in all provinces.

7.3. Potential bidders/suppliers are to ensure that they provide the relevant required supporting documentation to claim the preference points. The required supporting documentation and descriptions is outlined on the paragraphs below:

7.4. Women-owned enterprises, enterprises that are 100% owned by women, 40% or more owned by women.

7.4.1. To claim preference points in this regard, prospective service providers are to provide the following information:

- (i) Detailed report from the Central Supplier Database (CSD) report reflecting the directorship and ownership of the company. The CSD report must not be older than the date the RFQ was issued. The GCIS will also print the latest report to confirm the information disclosed by potential bidders/suppliers to claim the preference points **and either**.
- (ii) Valid B-BBEE Certificate or a sworn affidavit to support proof of ownership by HDIs as indicated on paragraph 7.4, **OR**
- (iii) Valid Company and Intellectual Property Commission (CIPC) company registration documents.

7.4.2. The GCIS will also print the latest CSD report to confirm the information disclosed by a prospective service provider(s).

7.5. Black-owned enterprises, enterprises that are 100% owned by black people, 51% or more owned by black people.

7.5.1. To claim preference points in this regard, prospective service providers are to provide the following information:

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- (i) Detailed report from the CSD report reflecting the directorship and ownership of the company. The CSD report must not be older than the date the RFQ was issued. The GCIS will also print the latest report to confirm the information disclosed by potential bidders/suppliers to claim the preference points **and either**.
- (ii) Valid B-BBEE Certificate or a sworn affidavit to support proof of ownership by HDIs as indicated on paragraph 7.5; **OR**
- (iii) Valid CIPC company registration documents.

7.5.2. The GCIS will also print the latest CSD report to confirm the information disclosed by a prospective service provider(s).

7.6. Promotion of enterprises that are owned by youth. The enterprises must be 20% or more owned by youth.

- (i) Detailed report from the CSD report reflecting the directorship and ownership of the company. The CSD report must not be older than the date the RFQ was issued. The GCIS will also print the latest report to confirm the information disclosed by potential bidders/suppliers to claim the preference points **and either**.
- (ii) Valid B-BBEE Certificate or a sworn affidavit to support proof of ownership by HDIs as indicated on paragraph 7.6 **OR**
- (iii) Valid CIPC company registration documents.

7.6.1. The GCIS will also print the latest CSD report to confirm the information disclosed by a prospective service provider(s).

7.7. Promotion of enterprises that are owned by persons with disabilities. The enterprises must be 20% or more owned by persons with disabilities.

- 7.7.1. To claim preference points in this regard, prospective service providers must provide the following information:
- (i) Detailed report from the CSD report reflecting the directorship and ownership of the company. The CSD report must not be older than the date the RFQ was issued. The GCIS will also print the latest report to confirm

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the information disclosed by potential bidders / suppliers to claim the preference points **and either**.

- (ii) Valid B-BBEE Certificate or a sworn affidavit to support proof of ownership by HDIs as indicated on paragraph, **OR**
- (iii) Medical Certificate/s confirming disability from a registered Medical Practitioner.

7.8. Qualifying Small Enterprise (QSE) and Exempted Micro Enterprise (EME) that are in cities and urban areas in all provinces.

7.8.1. To claim preference points in this regard, prospective service providers are to provide the following information:

- (ii) Detailed report from the CSD report reflecting the directorship and ownership of the company. The CSD report must not be older than the date the RFQ was issued. The GCIS will also print the latest report to confirm the information disclosed by potential bidders/suppliers to claim the preference points **and either**;
- (iii) B-BBEE Certificate or a sworn affidavit as proof of whether the supplier is classified as an EME or QSE; **OR**
- (iv) Valid CIPC company registration documents must be submitted.

8. REQUIRED AND RETURNABLE DOCUMENTS FROM THE BIDDERS

8.1. Standard Bidding Documents

8.1.1. The proposal(s) submitted by potential service providers/suppliers for the service(s) must be accompanied by SBD.

8.1.2. SBD forms are mandatory documents. The RFB for the panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.

8.1.3. The following documents must be fully and accurately completed, and signed by the duly authorised representative of the prospective bidder:

- (i) SBD 1 – Invitation to Bid;
- (ii) SBD 4 – Bidder's disclosure;

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- (iii) SBD 3.3 – Pricing Schedule
- (iv) SBD 6.1 – Preference Points Claim Form in Terms of the PPR of 2022;
- (v) SBD 7.2 – Contract Form – Rendering of Services;
- (vi) GCC initialed on every page; and
- (vii) Checklist.

8.2. Registration on the Central Supplier Database

- 8.2.1. Prospective bidders/suppliers must be registered on the CSD and provide proof of CSD registration in a form of a MAAA number or CSD report. If a bidder is not registered, the bidder must complete the CSD registration of their company prior to submitting a proposal for this bid using the link: <https://secure.csd.gov.za/>.
- 8.2.2. It is the responsibility of the prospective service providers to ensure that their companies are registered on the CSD.
- 8.2.3. Unregistered bidders who are recommended will be afforded seven (7) days to register on the CSD. Failure to do so will result in disqualification and exclusion from the panel.

9. BID EVALUATION PROCESS AND EVALUATION CRITERIA

- 9.1. The proposals for this tender/bid will be evaluated in terms of the PPR of 2022 and the GCIS SCM Policy.
- 9.2. As the prices or rates for this tender are already predetermined by the GCIS, the prospective service providers will be allocated the points for price.
- 9.3. As this tender falls within the 80/20 principle, the GCIS has allocated **20 points for specific RDP goals**.
- 9.4. The GCIS has set minimum standards (gates) that a prospective service provider needs to meet in order to be evaluated. The evaluation process will be a three-phase process consisting of Pre-Qualification Criteria (Gate 0), Functional Evaluation Criteria (Gate 1) and Specific RDP Goal (Gate 2) set as minimum standards (Gates) that a prospective service provider needs to meet in order to be included in the panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control, and Multimedia Graphic Design (Print and Digital) services to the GCIS.

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9.5. The minimum standards consist of the following:

Pre-Qualification Criteria (Gate 0)	Functional Evaluation Criteria (Gate 1)	Specific RDP Goals (Gate 2)
<p>Prospective service providers must submit all mandatory documents as outlined in Table 1 below. Only prospective service providers that comply with ALL these criteria will proceed to Gate1.</p> <p>All prospective service providers that do not submit any of the documents listed on Table 1 will be deemed non-compliant and will not be considered for evaluation).</p>	<p>The prospective service providers will be evaluated in terms of functionality where 100 points will be for functionality.</p> <p>Prospective service providers are required to achieve a minimum functionality score of 65%.</p> <p>Prospective service providers that score 65% or more will proceed to Gate 2.</p>	<p>As the prices for this tender are already predetermined upfront and published with this tender prospective service providers will be allocated the same points for price.</p> <p>The prospective service providers will be evaluated in terms of the 80/20 Preference Points System, where 80 points will be for predetermined rates and 20 points will be for Specific RDP Goals listed below:</p> <ul style="list-style-type: none"> • Women-owned enterprises, enterprises that are 100% owned by women, 40% or more owned by women. • Black-owned enterprises, enterprises that are 100% owned by black people, 51% or more owned by black people. • Enterprises that are owned by youth. The enterprises must be 20% or more owned by youth. • Enterprises that are owned by persons with disabilities. The enterprises must be 20% or more owned by persons with disabilities. • Qualifying Small Enterprises (QSE) and Exempted Micro Enterprises (EME) that are in cities and urban areas in all provinces.

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10. BID EVALUATION CRITERIA

10.1. Gate 0: Pre-Qualification Criteria

10.1.1. Without limiting the generality of the GCIS's other critical requirements for this bid, prospective service providers must submit the documents listed in Table 1 below. All documents must be fully completed and signed by the duly authorised representative(s) of the prospective service providers.

10.1.2. During this phase, prospective service providers' responses will be evaluated based on compliance with the listed administrative and mandatory bid requirements. The prospective service providers' proposals may be deemed not responsive by failing to submit any of the mandatory documents.

Table 1: Documents that must be submitted for Pre-Qualification (Gate 0)

Documents that must be submitted	Non-submission will result in disqualification	
Freelancers/employees working for prospective service providers and assigned by the prospective service provider(s) to undertake work indicated on paragraph 2.1 above for GCIS projects, must have a Certificate, Diploma, National Diploma or Degree(s) in the relevant fields such as Language Practice, Translation, English, Journalism, Graphic Design from a SAQA-accredited institution.	Yes	<ul style="list-style-type: none"> Bidders must submit proof of qualifications in a form of copies of qualifications from a SAQA-accredited institution for freelancers/employees who will undertake work for GCIS projects. Failure to submit the documents will be deemed non-responsive.

10.1.3. Only bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality.

10.2. Gate 1: Technical Evaluation Criteria

10.2.1. Prospective service providers must achieve a minimum threshold score of 65% on functionality (Technical Evaluation) to be included in the panel.

10.2.2. Prospective service providers will be evaluated in terms of functionality as per the table below. They must achieve a minimum functionality score of 65% or more to be appointed on the panel.

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Aspect	Description	Weight						
Experience of prospective service provider	<p>Comprehensive company profile outlining in detail the experience and capacity of the prospective service provider in providing all or either of the following services:</p> <ul style="list-style-type: none"> i. Writing; Editing and Proofreading; ii. Translation and Quality Control (in all South African official languages, and French and Portuguese); and iii. Multimedia Graphic Design (Print and Digital). 	30						
Samples of previous work/projects not older than two years aligned to the service(s) that a prospective supplier is bidding for	<p>Provide a minimum of three (3) but not more than 10 samples of previous work/projects <u>not older than two years</u> aligned to the service(s) that a prospective supplier is bidding for.</p> <table border="1" data-bbox="443 723 1305 853"> <thead> <tr> <th data-bbox="443 723 675 779">3 samples</th> <th data-bbox="679 723 882 779">4 samples</th> <th data-bbox="887 723 1305 779">5 - 10 samples</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 779 675 853">3 points</td> <td data-bbox="679 779 882 853">4 points</td> <td data-bbox="887 779 1305 853">5 points</td> </tr> </tbody> </table>	3 samples	4 samples	5 - 10 samples	3 points	4 points	5 points	20
3 samples	4 samples	5 - 10 samples						
3 points	4 points	5 points						
Clients' references	<p>A minimum of <u>three (3) signed reference letters</u> on a client's letterhead for every service a supplier is bidding for. This <u>should not exceed 10 signed reference letters</u> with contactable contacts from previous clients for whom similar services have been rendered within the past (2) two years from the date of publishing this RFB.</p> <table border="1" data-bbox="443 1256 1345 1355"> <thead> <tr> <th data-bbox="443 1256 751 1301">3 letters</th> <th data-bbox="756 1256 1075 1301">4 - 7 letters</th> <th data-bbox="1080 1256 1345 1301">8 - 10 letters</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1301 751 1355">3 points</td> <td data-bbox="756 1301 1075 1355">4 points</td> <td data-bbox="1080 1301 1345 1355">5 points</td> </tr> </tbody> </table>	3 letters	4 - 7 letters	8 - 10 letters	3 points	4 points	5 points	20
3 letters	4 - 7 letters	8 - 10 letters						
3 points	4 points	5 points						
Resources	<p>A list of functional IT equipment and software or software licences that are compatible with Adobe Creative Cloud software for (multimedia graphic design services bidders) or MS Word (belonging to the prospective service providers for writing, editing, proofreading and translation.</p> <table border="1" data-bbox="443 1630 1358 1771"> <tbody> <tr> <td data-bbox="443 1630 847 1715">List of IT equipment and MS Word</td> <td data-bbox="852 1630 1358 1715">List of IT equipment and Adobe Creative Cloud</td> </tr> <tr> <td data-bbox="443 1715 847 1771">5 points</td> <td data-bbox="852 1715 1358 1771">5 points</td> </tr> </tbody> </table>	List of IT equipment and MS Word	List of IT equipment and Adobe Creative Cloud	5 points	5 points	10		
List of IT equipment and MS Word	List of IT equipment and Adobe Creative Cloud							
5 points	5 points							

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Project Plan	<p>Prospective service providers are required to submit a Project Plan detailing the following:</p> <ul style="list-style-type: none"> • The expected deliverables and end results of the project. • Stakeholders and roles. • Estimate budget expenses for a project. • WBS • Key milestones into a detailed project schedule. • Goals and project objectives. • Timelines and schedules for each task. • Expectations for a Communication Plan. 	10
Account Management	<p>The prospective bidder must indicate the following details in the proposal (<u>name, email address, landline and mobile number</u>) of the dedicated Account Manager to be assigned to the GCIS and the personnel will be expected to have:</p> <ul style="list-style-type: none"> • certificate(s)/diploma(s) or degree(s) in marketing, communications, journalism, business management or related fields and in addition to the above requirements, possession of a relevant certificate in any of the specified fields will be an added advantage. • a minimum of two years' experience or more in account management. 	10
Total points		100

0 = Non-submission; 1 = Poor; 2 = Average; 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

Where:

A = total score of the prospective service provider

B = maximum score, i.e. **500**

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11. PREFERENTIAL PROCUREMENT EVALUATION POINTS

- 11.1. Prospective service providers wishing to claim points in terms of the PPR of 2022 should complete the SBD 6.1 and note the breakdown of points indicated on SBD 6.1.
- 11.2. Potential service providers are to ensure that they provide all the relevant required supporting documentation to claim the preference points. The required supporting documentation and descriptions thereof are outlined on the paragraphs 7 above under **SPECIFIC RDP GOALS (Preference points)**;
- 11.3. Prospective service providers that do not submit supporting documents for the preference points claimed will not be allocated points for the Specific RDP Goals claimed as per below allocated points.

AREAS OF EVALUATION	POINTS
• Total points allocated for predetermined rates	80
• Women-owned enterprises, enterprises that are 100% owned by women, 40% or more owned by women.	5
• Black-owned enterprises, enterprises that are 100% owned by black people, 51% or more owned by black people.	5
• Enterprises that are owned by youth. The enterprises must be 20% or more owned by youth.	3
• Enterprises that are owned by persons with disabilities. The enterprises must be 20% or more owned by persons with disabilities.	2
• Qualifying Small Enterprises (QSE) and Exempted Micro Enterprises (EME) that are in cities and urban areas in all Provinces	5
TOTAL	100

N.B: Prospective service providers must provide all the information and documents required according to the specifications/terms of reference.

12. NON-COMPULSORY VIRTUAL BRIEFING SESSION

- 12.1. A non-compulsory virtual briefing session will be held on:

DATE: Wednesday, 13 December 2023

TIME: 11:00 – 13:30

(a link for the virtual briefing session will be posted on the GCIS website: www.gcis.gov.za/content/latest-tenders, on the tenders page, under RFB 006/2023/2024, on Tuesday, 12 December 2023).

Specifications for the appointment of a panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.

13. CLOSING DATE FOR SUBMISSION OF BIDS

- 13.1. Proposals, quotations and all required documentation must be delivered to the GCIS by **26 January 2024 at 11:00**. Submissions received after this deadline will not be considered.
- 13.2. Submissions (in a sealed envelope marked **RFB 006/2023/2024**) may be deposited by hand in the tender box at the GCIS Head Office:

**1035 TSHEDIMOSETSO HOUSE
CNR FRANCES BAARD AND FESTIVAL STREETS
HATFIELD
PRETORIA
0083**

or mailed to:

**The Head: SCM
GCIS
Private Bag X745
Pretoria
0001**

NB: NO LATE SUBMISSIONS WILL BE ACCEPTED AND PROPOSALS SUBMITTED BY EMAIL WILL NOT BE CONSIDERED.

14. ENQUIRIES

- 14.1. **Technical enquiries to be directed to:**

- Mr Elias Tibane
Tel: 012 473 0069
Email: elias@gcis.gov.za
- Mr Tendai Gonese
Tel: 012 473 0303
Email: tendai@gcis.gov.za

Specifications for the appointment of a panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.

14.2. Bidding procedure enquiries to be directed to:

- Ms Pertunia Seete
Tel: 012 473 0421
Email: pertunia@gcis.gov.za
- Mr Namane Mahlaba
Tel: 012 473 0093
Email: namane@gcis.gov.za

Specifications recommended / not recommended

Mr Elias Tibane
Director: Content Development
Date:

Specifications approved / not approved

Ms Zanele Mngadi
Acting Chief Director: Products and Platforms
Date:

Specifications approved / not approved

Ms Regomoditswe Mavimbela
DDG: Content Processing and Dissemination
Date:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB 006 - 2023 2024	CLOSING DATE : 26 January 2024	VALID FOR 120 DAYS	CLOSING TIME:	11:00 AM
DESCRIPTION	Erratum for the Specifications for the appointment of a panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GCIS					
TSHEDIMOSETSO HOUSE					
1035 C/O FRANCES BAARD AND FESTIVAL STREET					
HATFIELD					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	PERTUNIA SEETE/ Namane Mahlaba		CONTACT PERSON	ELIAS TIBANE	
TELEPHONE NUMBER	012 473 0421/012 473 0093		TELEPHONE NUMBER	012 473 0069	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Pertunia@gcis.gov.za / Namane@gcis.gov.za		E-MAIL ADDRESS	Elias@gcis.gov.za >	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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, 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 / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN 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:

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: ...RFB 006 2023 2024
CLOSING TIME 11:00	CLOSING DATE 26 January 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)
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Erratum for the Specifications for the appointment of a panel of service providers to provide Writing, Editing, Proofreading, Translation and Quality Control (in all South African official languages, and French and Portuguese), and Multimedia Graphic Design (Print and Digital) services to the GCIS.

1. The accompanying information must be used for the formulation Of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

5.1 Travel expenses (specify, for example rate/km and total km, class Of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

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

Bid No.:

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, e.g. three Star hotel, bed and breakfast, telephone cost, reproduction cost, Etc.). On basis of these particulars, certified invoices will be checked For correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after Acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to the –

GCIS
Tshedimosetso House
1035 c/o Francis Baard Street
Hatfield

Pertunia Seete/ Namane Mahlaba
Tel: 012 473 0421/0143/0093

Or for technical information –
Elias Tibane
012 473 0069

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, Employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women-owned enterprises, enterprises that are 100% owned by women, 40% or more owned by women		5		
Black-owned enterprises, enterprises that are 100% owned by black people, 51% or more owned by black people.		5		
Enterprises that are owned by youth. The enterprises must be 20% or more owned by youth.		3		
Enterprises that are owned by persons with disabilities. The enterprises must be 20% or more owned by persons with disabilities.		2		
Qualifying Small Enterprises (QSE) and Exempted Micro Enterprises (EME) that are in cities and urban areas in all Provinces		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

SIGNATURE(S) OF TENDERER(S) _____

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder’s Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

GOVERNMENT COMMUNICATION & INFORMATION SYSTEM

BID CHECK LIST

Have you submitted CSD report? Mandatory requirements on CSD must be compliant (Tax, Banking details, In business, not restricted) In case of consortium, have all parties to the consortium/joint venture submitted their CSD report?	YES	NO
Have you submitted a proof of B-BBEE status level contributor? Bidders other than EMEs must submit their proof of B-BBEE status level of contributor.	YES	NO
Is the SBD 6.1 form signed by the duly authorized person?	YES	NO
Are the following forms completed and/or signed? SBD 1 1. SBD 1.1 2. SBD 3.3 3. SBD 4 4. SBD 6.1 5. SBD 7.2 6. GCC	YES	NO

.....
Signature

.....
Date: