



Request for Quote – Integrated Annual Reports

ER-RFQ/2024-2025/014/Integrated Annual Reports

Date Issued: 26 February 2025

Closing Date & Time: 11:00am 19 March 2025

RFQ Validity Period: 120 Days

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1 INTRODUCTION

The Competition Tribunal (hereinafter referred to as the Tribunal) a schedule 3A public entity reporting to the Department of Trade Industry and Competition is constituted in terms of the Competition Act, 1998 (Act No. 89 of 1998). Its role is to promote and maintain competition in the economy.

2 PURPOSE

The purpose of this Request for Quotation (RFQ) is to invite proposals for the design, layout, and printing of three editions of the Tribunal's Integrated Annual Report.

2024/2025 - 1 April 2024 – 31 March 2025

2025/2026 - 1 April 2025 – 31 March 2026

2026/2027 - 1 April 2026 – 31 March 2027

This RFQ does not constitute an offer to do business with the Tribunal but merely serves as an invitation to bidders to facilitate a requirements-based decision process.

The successful service provider may, during the period of the contract, be requested to design, layout and print other material for the Tribunal such as but not limited to letterheads, business cards, booklets, pamphlets and promotional banners and materials including signage.

3 LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

- a) It is a condition of this RFQ that the tax matters of the successful service provider be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- b) The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit a proposal in response to the RFQ.
- c) It is a requirement that bidders grant a written confirmation when submitting a response to this RFQ that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting a response such confirmation is deemed to have been granted.
- d) Service Providers are required to be registered on the Central Supplier Database and the Competition Tribunal shall verify the bidder's tax compliance status through the Central Supplier Database.
- e) Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2 Procurement Legislation

The Tribunal has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), the Preferential Procurement Regulations 2022, and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4 TIMELINES OF THE BID PROCESS

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

Activity	Due Date
Date Issued	26 February 2025
Closing Time & Date	11:00am 19 March 2025

All dates and times in this RFQ are South African standard time.

Any time or date in this bid is subject to change at the Tribunal's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Tribunal to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

The bidder accepts that, if the Tribunal extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5 CONTACT AND COMMUNICATION

- a) A nominated official of the bidder can make enquiries **in writing** (via email), to the following specified person's, Ms Paddy Froude (Procurement) Bids@comptrib.co.za.
- b) The delegated official of the Tribunal may communicate with bidders where clarity is sought regarding the RFQ.
- c) Any communication to an official of the Tribunal between the closing date and the award of the contract by the bidder is discouraged.
- d) All communication between the bidder and the Tribunal must be done in writing.
- e) Whilst all due care has been taken in connection with the preparation of this RFQ, the Tribunal makes no representations or warranties that the content of the RFQ or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete.
- f) The Tribunal, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.
- g) If a service provider finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this RFQ or any other information provided by the Tribunal (other than minor clerical matters), the bidder must promptly notify the Tribunal in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Tribunal an opportunity to consider what corrective action is necessary (if any).
- h) Any actual discrepancy, ambiguity, error, or inconsistency in the RFQ or any other information provided by the Tribunal will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- i) All persons (including service providers) obtaining or receiving the RFQ and any other information in connection with the RFQ or the RFQ process must keep the contents of the RFQ and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFQ.

6 LATE BIDS

Proposals received after the closing date and time, at the address indicated in the RFQ will not be accepted for consideration.

7 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the RFQ conditions or setting of counter conditions by bidders or qualifying any RFQ conditions will result in the invalidation of such RFQs.

8 FRONTING

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

9 SUPPLIER DUE DILIGENCE

The Tribunal reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

10 SUBMISSION OF PROPOSALS

Bid documents must be placed in the bid box or sent via courier to the aforesaid address on or before the closing date and time

The Competition Tribunal SCM Officer Bock C, 1st Floor the dti Campus, 77 Meintjies Street, Sunnyside, Pretoria
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All responses to this bid must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.

Service providers are required to submit 1 (one) submission all pages to be numbered and must include a table of contents and contact details by the closing date.

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.

11 DURATION OF THE CONTRACT

The service provider appointed will need to finalise the design, layout, and printing of three editions of the Tribunal's Integrated Annual Report.

12 TERMS OF REFERENCE

The Tribunal is required to submit its Integrated Annual Report to Parliament by no later than 31 August of each year.

This section outlines the basic requirements that must be met by service providers for their proposal for the design, layout, and printing of the Tribunal's Integrated Annual Report to be considered.

In addition, there are certain requirements requested regarding the design, layout, and printing of other promotional material.

12.1 Requirements

- a) Potential service providers must indicate that they have the ability and capacity to meet the internal and statutory deadlines for production and distribution of the Integrated Annual Report.
- b) The successful service provider will be expected, on award of the contract, to sign an undertaking to the effect that they will meet the internal and statutory deadlines.
- c) If the Tribunal is required to meet an earlier deadline, we would expect the service provider to be able to alter timeframes to ensure the revised deadlines can be met.
- d) Potential service providers must have offices in Gauteng and must be available for physical meetings and design sessions at the Tribunal when required.
- e) Service providers must complete the pricing schedule attached hereto as **Annexure A**. All sheets must be completed.
- f) Service providers must indicate that they are able to design, layout and print promotional material for the Tribunal such as but not limited to banners, letterheads, business cards.

12.2 Deliverables

- a) Ability to provide a complete integrated annual report production service (design, layout, printing, and delivery).
- b) Demonstration of creative excellence.
- c) Technical ability in presenting financial statements.
- d) Ability to design, layout and print promotional material for the Tribunal.
- e) Ability to work under pressure, deliver on tight deadlines and effect changes to the Integrated Annual Report when required.

12.3 Integrated Annual Report publication specifications

The specifications below serve as a guideline for service providers submitting proposals and are subject to change i.e. it is possible that the type of publication, the paper stock, the final number of pages and quantities for printing in hard copy may vary. If this is the case, the successful service provider will be asked to submit a revised quote prior to production.

- Size - A4
- Pages - 170 pages inner and four-page cover and back-page fold-out
- Quantities – electronic copy compatible with the Tribunal website and the possibility of 125 hard copies
- Colour - Full colour throughout
- Graphs & Illustrations - throughout where indicated
- Paper stock – Galerie Art paper
- Finish – Section sewn/wire bound, cover matt laminated one side
- Proofs – Four colour proofs
- Photography Services (to take high quality and professional photos as specified by the Tribunal and to provide high resolution stock photos where required)
- Courier Services to Johannesburg, Pretoria & Cape Town In addition to the above specifications, the Tribunal requires at least three design options, including rationale, to be submitted before the design and production process begins and following the first briefing meeting with the Tribunal. This includes cover design; four content pages (illustrating how the cover page design is carried through the Integrated Annual Report); two pages from the financial statements; photographic treatments; and infographic treatments.

12.4 Skills, Knowledge & Qualifications

- a) Service provider must provide documentary proof that their company has had a minimum of four (4) years' experience in graphic design, production, and print management of corporate and/or government publications, including Integrated Annual Reports, and promotional material.
- b) Set out the work experience and technical qualifications associated with (a) above.
- c) Provide names, qualifications and responsibilities of the team members assigned to the integrated annual report project.
- d) Each member of the team referred to in (e) must have a minimum of four (4) years demonstrable experience in graphic design, production, and print management of publications.
- e) Include detailed CV for each team member setting out their work experience and technical qualification.
- f) Service providers, in their proposal, must provide details of the photographer they will use to take the required photos for the integrated annual report and source of stock photos.

12.5 Prior Experience

- a) A minimum of three (3) and no more than five (5) printed final products of corporate and/or government publications including integrated annual reports designed and produced by the service provider in the last four (4) years.
- b) These reports must be accompanied by written references (including contact details) from the clients who commissioned these reports. The reference letter must confirm that the service provider's service included design and layout and must include the number of reports produced.

- c) The service provider may not submit more than one sample produced for the Competition Tribunal.
- d) A minimum of three (3) but not more than five (5) promotional items (e.g. letterhead, brochure, business card, compliments slip, banners and/or other branding/signage etc. produced by the service provider in the last three (3) years. Service provider does not have to submit physical items, pictures of promotional items in the submission will suffice.

12.6 Sample layouts for evaluation

The service provider's response to (a) and (b) below will be evaluated as indicated in section 13 of this document

- a) Provide a sample layout as per **Annexure B**
- b) Design mock-up of the supplied financial information as requested in **Annexure B**.

13 EVALUATION AND SELECTION CRITERIA

The Tribunal has set minimum standards (stages) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria Stage 1	Functionality Stage 2	Price & Preference Points Stage 3
Bidders must submit all documents as outlined in Table 1. Only bidders that comply with ALL these criteria will proceed to Stage 2.	Bidders will be required to obtain 60/100 points in Stage 2 (Functionality) to qualify to proceed to Stage 3 (Price & Preference Points)	Bidders will be evaluated out of 100 points

13.1 Stage 1: Pre-qualification Criteria

Bidders must submit the documents listed in **Table 1** in order to proceed to Stage 2 - Functionality

All documents must be completed and signed by the duly authorised representative of the prospective bidder.

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.

The proposal **will** be disqualified for non-submission of specific documents as reflected by a **"YES"** in the table below:

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission will result in disqualification?	
Cover Letter	NO	Clearing stating the name and contact details of the service provider and the service providers representative
Indexed Table of Contents	NO	For ease of reference please provide an index

SBD1	YES	Invitation to Bid – Complete and sign the supplied document
Tax Compliance	YES	Provide one of these listed below: - Unique personal identification number (PIN) issued by SARS. Application for tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za - CSD Registration number
SBD4	YES	Declaration of Interest – Complete & sign the supplied document
SBD6.1	YES	Preference Points Claim Form – Complete and submit supplied document.
B-BBEE Certificate	YES	Failure on the part of a bidder to submit proof of B-BBEE status level together with the bid, will be interpreted to mean that preference points for B-BBEE preference points are not claimed.
Registration on Central Supplier Database (CSD)	YES	The bidder must be registered as a service provider on the CSD. Submit proof of registration
General Conditions of Contract	YES	NB: All pages to be initialled as proof of review
Location of service provider	YES	Proof of submission of premises in the Gauteng area as physical meetings and design sessions at the Tribunal are required
Documentary proof that the service provider has at least four (4) years graphic design, production & print management experience	YES	Proof could be detailed in company profile or signed letter from the CEO confirming the company's prior experience
Support team to have a minimum of four (4) years' graphic design, production & print management experience	YES	Submit CVs of support team
A minimum of three (3) and no more than five (5) printed final products of corporate and/or government publications or annual reports designed and produced by the service provider in the last four (4) years.	YES	Required number of reports submitted with only one being a report produced for the Tribunal
Written references from clients who commissioned the reports referred to above.	YES	Reference letters must include the clients contact details It must confirm that the service provider's service included design and layout and must indicate the number of reports produced
A minimum of three (3) but not more than five (5) promotional items (for e.g. letterhead, brochure, business card, compliments slip etc.) produced by the service provider	YES	Required number of samples to be submitted. Service providers do not have to submit physical items, pictures in the submission will suffice.

Annexure A	YES	Pricing Schedule, complete and sign supplied document
Annexure B	YES	Sample Layouts - Provide a sample layout. Design a mock-up of the supplied financial information as requested.
Annexure C	YES	Declaration, complete and sign supplied document
Annexure D	NO	Scoring Sheet – for reference

13.2 Stage 2: Functionality

No	Description	Weighting
1	Ability to provide a complete Annual Report production service (design, layout and managing production and printing) with a proven reputation and track record.	20
2	Creative excellence. Based on submission of three (3) to five (5) printed corporate and/or government publications including integrated annual reports and sample layout as per Annexure B Creative excellence demonstrated by a clean, uncluttered design and general visual appeal.	40
3	Technical ability in presenting financial statements and supplied copy Attention to detail in the accurate representation of supplied financials and document	35
4	Ability to design, layout and print promotional material	5
TOTAL		100

Each of the four (4) areas (Annual Report Production Service, Creative Excellence, Technical Ability and Promotional Material Production) can be rated from 0 (no information/response provided) to a maximum of 5.

In order to be considered for Stage 3 bidders must achieve an overall minimum score of 60 out of 100.

Refer to **Annexure D** for the scoring sheet that will be used to evaluate functionality.

13.3 Stage 3: The 80/20 Preference Point System

Points Awarded for Price

Criteria	Points
Price Evaluation $Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$	80

The following formula will be used to calculate the points for price:

Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

Points Awarded for Specific Goals

A maximum of 20 points is allocated for specific goals.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals. For the purposes of this Tender the service provider will be allocated points based on the goals stated and must be supported by proof/ documentation.

Specific goals for the RFQ and points claimed are indicated in the table below.

1. Procurement from service providers who are Black Owned	Points for specific goals	Maximum points
91% - 100%	8	8
81% - 90%	7	
71% - 80%	6	
61% - 70%	5	
51% - 60%	4	
41% - 50%	3	
0% - 40%	0	
2. SMME's and B-BBEE Status Level of Contributor	Points for specific goals	Maximum points
Level 1 - EME/QSE	4	4
Level 2 - EME/QSE	3	
Level 3 EME/QSE	2	
Level 4 - EME/QSE	1	
Level 5 - 8 and non-compliant - EME/QSE	0	
3. Women Ownership	Points for specific goals	Maximum points
91% - 100%	8	8
81% - 90%	7	
71% - 80%	6	
61% - 70%	5	
51% - 60%	4	
41% - 50%	3	
0% - 40%	0	

(80 + 20 = 100 points)

The points scored for specific goals will be added to the points scored for price.

14 GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder under this RFQ is conditional, amongst others, upon –

- The bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which The Tribunal is prepared to enter into a contract with the successful bidder.
- The bidder submitting the General Conditions of Contract to the Tribunal together with its response to the RFQ, duly signed by an authorised representative of the bidder.**

15 SERVICE LEVEL AGREEMENT

- a) Upon award the Tribunal and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the Tribunal.
- b) The Tribunal reserves the right to vary Service Level Indicators during the course of negotiations with a bidder.

16 SPECIAL CONDITIONS OF THIS BID

The Tribunal reserves the right:

- a) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b) To negotiate with one or more preferred Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidders who has not been awarded the status of the preferred Bidders.
- c) To accept part of a bid rather than the whole tender.
- d) To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the Bidders, whether before or after adjudication of the Bid.
- e) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the bid process.
- f) To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred Bidders have been notified of their status as such.
- g) Award to multiple bidders based either on size or geographic considerations.

17 DECLARATION REQUIREMENTS

In the bidder's response, bidders are required to declare that they:

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

This declaration is found on **Annexure C**

18 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Tribunal reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Tribunal or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a) engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this RFQ.
- b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor, or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Tribunal's officers, directors, employees, advisors, or other representatives.
- d) makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- e) accepts anything of value or an inducement that would or may provide financial gain, advantage, or benefit in relation to procurement or services provided or to be provided to a Government Entity.
- f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.
- g) has in the past engaged in any matter referred to above; or
- h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Bid Defaulters kept at National Treasury.

During the period of the contract the successful bidder will be required to sign an anti-fraud statement prepared by the Tribunal.

19 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the Tribunal relies upon the bidder's response as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by the Tribunal against the bidder notwithstanding the conclusion of the Service Level Agreement between the Tribunal and the bidder for the provision of the Service in question.

In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail

20 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting, and presenting any response or bid to this RFQ and all other costs incurred by it throughout the RFQ process.

Furthermore, no statement in this RFQ will be construed as placing the Tribunal, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this RFQ.

21 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the Tribunal incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Tribunal harmless from any and all such costs which the Tribunal may incur and for any damages or losses the Tribunal may suffer.

22 PRECEDENCE

This document will prevail over any information provided whether oral or written, unless such written information provided, expressly amends this document by reference.

23 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Tribunal shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this RFQ process.

24 TAX COMPLIANCE

It is essential to ensure that persons conducting business with the State are tax compliant at the time of awarding of price quotations or competitive bids. No price quotations or competitive bids shall be awarded to businesses or persons who are not tax compliant.

The successful bidder will be notified of their non-compliance status in writing and will have seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations. The bidder should thereafter provide the procurement officer with proof of their tax compliance status which will be verified by the procurement office via the CSD.

The Tribunal reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder has submitted a fraudulent Tax Clearance Certificate to the Tribunal, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

The Tribunal further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

25 BID DEFAULTERS AND RESTRICTED SUPPLIERS

No bid shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Bid Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

The Tribunal reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

26 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

27 RESPONSIBILITIES FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this RFQ.

In the event that the Tribunal allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the Tribunal will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors

28 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Tribunal's examination and evaluation of a tender.

No part of the bid may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Tribunal remain proprietary to the Tribunal and must be promptly returned to the Tribunal upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, Bidders must secure the Tribunal's written approval prior to the release of any information that pertains to:

- (i) the potential work or activities to which this bid relates; or
- (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

29 THE TRIBUNALS PROPRIETARY INFORMATION

Service providers as part of the declaration on **Annexure C** are required to declare that they did not have access to any of the Tribunal's proprietary information or any other matter that may have unfairly placed that service provider in a preferential position in relation to any of the other service providers.

30 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this RFQ the Tribunal may terminate the agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder

The successful proposer shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful proposer shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

31 PAYMENT PROCESS

The successful bidder appointed will receive payment based on the pricing and time frames agreed to by the bidder and the Tribunal.

Invoices must be VAT inclusive and will be paid via EFT once verified by the Tribunal's Procurement Division.

The Tribunal pays its bidders twice monthly and has a **30-day payment policy**. In order to expedite payments, the Tribunal asks that invoices are submitted timeously in PDF format to CorporateServices2@comptrib.co.za.

The successful service provider appointed will be required to complete a Confidentiality and Non-Disclosure Declaration and Anti-Fraud Charter before the contract is signed and formally approved.