Castle Control Board
Castle of Good Hope
Cnr Castle & Darling Str
Cape Town, 8001

021 461 4676
procurement@castleofgoodhope.co.za

REQUEST FOR QUOTATION

REFERENCE NUMBER:	CCB2026/09/01	
SERVICES NEEDED:	Professional Printing Services	
CLOSING DATE: **CLOSING TIME:**	17 September 2026 10h00	
EVALUATION CRITERIA:	80/20 Preference Point System	
ENQUIRIES:	Bidding Procedures	Technical -related
	Ms. Deidre Hartzenberg procurement@castleofgoodhope.co.za	Ms. Busiswa Nkutshu research@castleofgoodhope.co.za

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	
CSD NUMBER	
Contact details (email)	
Contact person Cell phone number	
Contact person name	

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1 BACKGROUND

The Castle Control Board (CCB) hereby invites qualified service providers to submit quotations for the provision of printing and production services for its marketing and advertising materials**.** -

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2 PURPOSE

The purpose of this TOR is to solicit quotes from bidder(s) for the provision of printing services to the CCB. The appointed bidder will be responsible for the professional printing and production of marketing materials for the CCB.

3 DEFINITIONS

3.1 **CoCT** refers to City of Cape Town Metropolitan Municipality

3.2 **CGH Castle of Good Hope**

3.3 **CCB** refers to Castle Control Board

3.4 **DoD** refers to the Department of Defence

3.5 **MoD MV** refers to the Minister of Defence and Military Veterans

3.6 **PC** refers to Personal Computer

3.7 **SLA** means Service Level Agreement which is a contract that defines the level of service expected from the service provider

3.8 **VAT** refers to Value Added Tax

3.9 **GCC** refers to General Conditions of Contract

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4 LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

Bidders must be compliant when submitting a proposal to CCB and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign bidders who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may, on an ongoing basis during the tenure of the contract, disclose the bidder's tax compliance status, and by submitting this bid such confirmation is deemed to have been granted.

Bidders are required to be registered on the Central Supplier Database, and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database, and their tax compliance status will be verified (must also be tax compliant) through the Central Supplier Database

4.2 Procurement Legislation

The CCB 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) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3 Technical Legislation and/or Standards

Bidders should be cognisant of the legislation and/or standards specifically applicable to the provision of professional services.

4.4 Sub-contracting

Bidders who intend to engage sub-contractors must ensure that all documents required from the primary bidder are likewise submitted for each sub-contractor. In addition, bidders must provide a clear declaration of the percentage of work to be performed by each subcontractor.

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5 COMPULSORY BRIEFING SESSION

There will be no briefing session.

6 TIMELINE OF THE BID PROCESS

6.1 The period of validity of this bid and the withdrawal of offers, after the closing date and time, is **90** days. The project timeframes of this bid are set out below:

Activity	RFQ
Advertisement of bid on Government e-Tender Portal/ CCB Website	03 September 2026
Bid documents will be accessed from the CCB website:	03 September 2026
Bid closing date and time	17 September 2026 at 10H00

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

6.3 Any time or date in this bid is subject to change at the CCB's discretion.

6.4 The establishment of a time or date in this bid does not create an obligation on the part of CCB 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.

6.5 The bidder accepts that, if CCB extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7 CONTACT AND COMMUNICATION

7.1 A nominated official of the bidder(s) can make enquiries in writing, to Ms. Deidre Hartzenberg for enquiries, via email procurement@castleofgoodhope.co.za and Ms. Busiswa Nkutshu research@castleofgoodhope.co.za and/or by phone at 021 461 4676. Bidders must reduce all telephonic enquiries by writing and sending them to the above email addresses.

7.2 The CCB reserves the right to disqualify any bidder that contacts or engages any other CCB employee except the ones indicated above on matters / enquiries / questions related to this tender.

7.3 The delegated official at CCB may communicate with the bidder(s) where clarity is sought in the bid proposal.

7.4 Any communication with an official or a person acting in an advisory capacity for CCB in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.

7.5 All communication between the bidder(s) and CCB must be done in writing.

7.6 Whilst all due care has been taken in connection with the preparation of this bid, CCB makes no representations or warranties that the content of the bid or any information communicated to or provided to the bidder(s) during the bidding process is, or will be, accurate, current, or complete. CCB and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

7.7 If bidder(s) find(s) or reasonably believe(s) it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CCB (other than minor clerical matters), the bidder(s) must promptly notify CCB in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford CCB an opportunity to consider what corrective action is necessary (if any).

7.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CCB will, if possible, be corrected and provided to all bidder(s) via CCB website, without attribution to the bidder(s) who provided the written notice.

7.9 All people (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid of the tendering process) must keep the contents on the bid 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 bid.

8 LATE BIDS

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

9 COUNTER CONDITIONS

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

10 FRONTING

11.1. CCB 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, CCB condemns any form of fronting.

11.2. CCB, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the quotations 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 an enquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of (14) fourteen days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor conducting business with the public sector for a period not exceeding (10) ten years, in addition to any other remedies CCB may have against the bidder/contractor concerned.

11 SUPPLIER DUE DILIGENCE

11.1 CCB reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

11.2 CCB reserves the right to request presentations/ demonstrations from the short-listed bidders as part of the bid process.

12 SUBMISSION OF PROPOSALS

12.1 Bidders must submit documents, on or before the closing date and time, either by:

Hand / Courier:

The Castle of Good Hope, Corner Castle & Darling Street, Cape Town, 8001

OR

Postal services:

Castle Control Board
P.O Box 1
Cape Town
8000

NB: Bidders are responsible for the bids reaching the CCB on or before the closing date and time. Bids received after the closing date and time will not be accepted.

12.2 All bids must be submitted hardcopy in a sealed envelope and secure package. All bids must have the reference **CCB 2026/09/01** The tender box will be placed at the Castle of Good Hope reception. **The submission times: 09h30 – 16h00.**

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12.3 All bids when submitted must be in one copy of each file, and in the order, we are requesting.

File 1 – Technical File (place in the order of Table 1 refer to 16.1

- **Prequalification documents (Stage 0 pre-qualification criteria)-*refer to 16.1***
- **Prequalification checklist table**

File 2 – Price and Preference Points Claims

- **Pricing Schedule and preference point claims- *refer to 16.2.***
- **Quotation**

12.4 Bid documents will only be considered if received by CCB before the closing date and time.

12.5 Bidders are required to submit, **before or on 17 September 2026 at 10H00**, the following:

12.5.1 A comprehensive proposal which clearly refers to all requirements of the functionality criteria.

12.5.2 The comprehensive proposal must outline the bidder's understanding of the brief and show evidence of the ability to meet the scope requirements and all expected deliverables.

12.5.3 All necessary proof of meeting the competency and expertise requirements.

12.5.4 Rates structure in response to the painting services.

12.5.5 All pre-qualification documents.

12.6 Bidders are requested to submit a minimum of three (3) favorable reference letters from previous work that was done

13 DURATION OF CONTRACT

The contract is Once-off

14 SCOPE OF WORK

14.1 The bidder must provide the following:

Professional printing and production of marketing materials for the CCB.

- **Feather / Teardrop Banners (Outdoor Events)**
  - **Height**: 3m or 4m
  - **Material**: Polyester fabric
  - **Base**: Ground spike or water base
  - Wind resistant
  - **Print:** Double sided (preferred)
  - **Quantity**: 4

- **BACKDROP BANNERS**
  - **Size**: 3000mm (W) x 2300mm (H)
  - **Material**: PVC Banner (440–510gsm) or Fabric (polyester)
  - **Print**: Full colours, single-sided
  - **Resolution**: 300 DPI
  - **Finish**: Matte (anti-glare for photography)
  - **Mounting**: Adjustable backdrop stand
  - **Use**: Indoor / sheltered outdoor
  - **Quantity**: 2

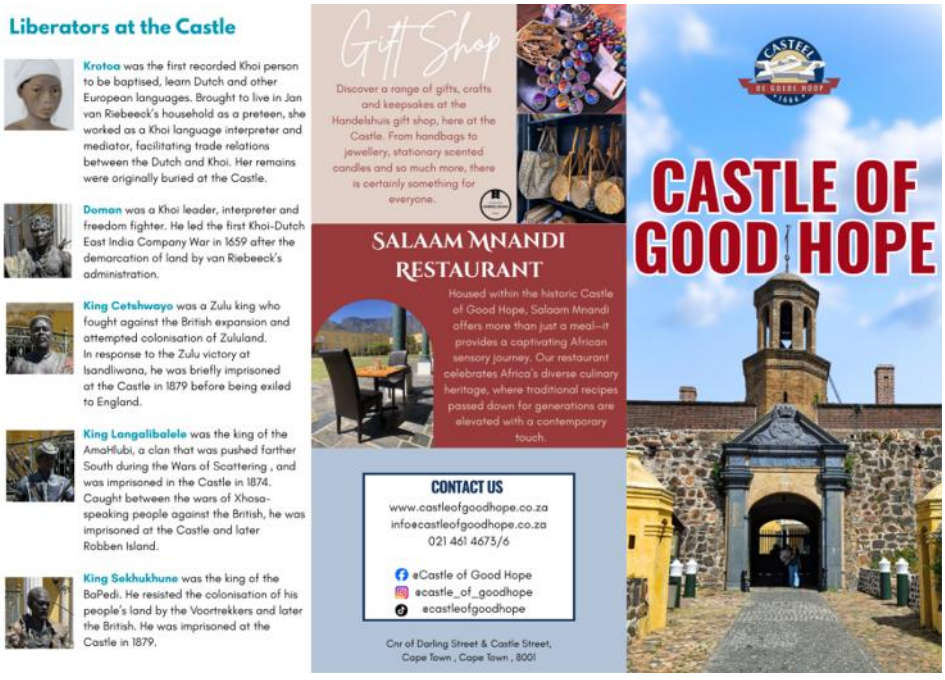
  - **X-Banners**
  - **Size**: 2000x1200mm
  - Single sided x-banner system
  - Fibre poles with metal connecting hub
  - Print single sided
  - Waterproof & tear-resistant
  - Quantity: 4

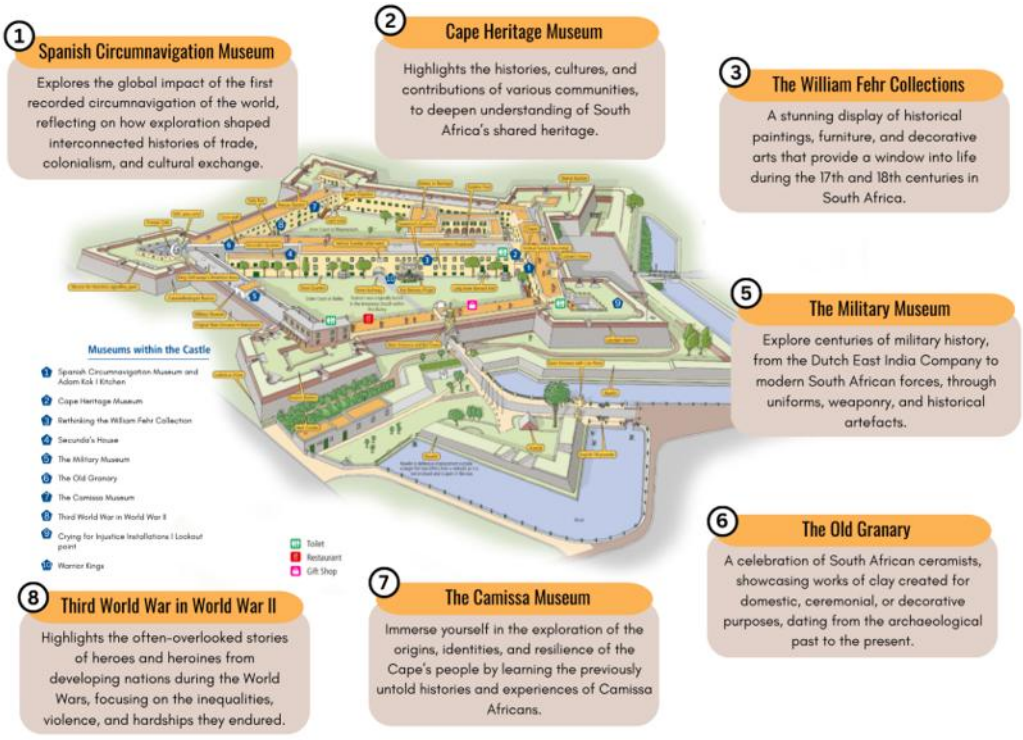
- **Business Cards**
    - **Size:** South African Standard size
    - **Safe Margin:** Keep all important text and logos at least 5 mm from the edges
    - **Resolution:** DPI for print quality
    - **Paper Specifications:** Recommended 350gsm matte or gloss cardstock
    - Laminated finish
    - Spot UV
    - **Information to include, Typical workplace business cards details:**
    - Employee full name, Job title, Company organization name, Company log, Phone number
    - Email address, Website and Physical address
    - **Colour**
    - Castle of Good Hope colours (navy, maroon and beige)
    - **Quantity:** for 1 people (50 in a box)

- **Information Board**
  Material: Glossy paper
  Size: 1080mm Hight and 1200mm wide
  Design: Castle of Good Hope colours (beige, navy, maroon & white)
  Quantity: 1



- **Brochures**
  Size: A4 to DL
  Dimensions: 210mmx297mm,
  Material: Glossy paper
  128gsm, 4 process colours back-to-back
  Quantity: 50 000





15 PRICING MODEL

15.1 Bidders must fill in the "Pricing Schedule" as supplied in this bid documentation.

15.2 Bidders must submit a separate comprehensive list of all costs for all possible charges, those included and not included on the supplied schedule, for the purposes of the service level agreement.

15.3 Failure to price all the above-mentioned products will result in disqualification.

Pricing Schedule
(Goods and services)

Ref Number: CCB2026/09/01 Closing Time: 10H00 on 17 September 2026

Name of bidder: _____

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

1. BIDDERS MUST SUBMIT A SEPARATE COMPREHENSIVE LIST OF ALL COSTS FOR ALL POSSIBLE CHARGES
2. FAILURE TO PRICE ALL THE LISTED PRODUCTS WILL RESULT IN DISQUALIFICATION.

ITEM NO.	PRODUCT/ SERVICES	Description	Size	Quantity	Unit price
1.	Printing services	Information Board		1	
		Business Cards for 1 person (50 cards in box)		1	
		X-Banners		4	
		Backdrop Banners		2	
		Brochures		50 000	
		Feather Banners		4	
Sub-Total					
Vat					
Total					

Enquiries may be directed as follows:

Regarding bidding procedures-

Castle Control Board
Castle of Good Hope
Cnr Castle and Darling Str
Cape Town
8001

Deidre Hartzenberg
Tel: +27-21-461 4676
Email: procurement@castleofgoodhope.co.za

For technical information:

Castle Control Board
Castle of Good Hope
Cnr Castle and Darling Str
Cape Town
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Busiswa Nkutshu
+27-21-461 4676
Email: research@castleofgoodhope.co.za

16 EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria **(Gate 0)**	Price and Specific Goals **(Gate 1)**
Bidders must submit all documents as outlined in **(Table 1)** below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.	Only bidders who have passed gate 0 will proceed to Gate 1 and be evaluated by the criteria of table 2

16.1 Gate 0: Prequalification

16.1.1 The bidders must return the documents listed in **Table 1 below**.

16.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.

16.1.3 During this phase, Bidders' responses will be evaluated based on compliance with the listed administration, using the Central Supplier Database (CSD), and mandatory bid requirements.

16.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for pre-qualification (take note of #33

Document that must be submitted	Non-submission may result in disqualification?	
1. SBD 1 -Invitation to Bid	**YES**	Complete and sign the supplied pro forma document.
2. Tax Clearance Certificate	**YES**	a. CCB transacts with service providers that have a compliant tax status. b. CCB makes use of the CSD report to verify the tax status of suppliers. Please ensure that your tax business is in good order with SARS. c. CCB does not transact with service providers that have a non-compliant tax status.
3. Pricing Schedule	**YES**	Complete the supplied pro forma document.
3.1 Attached detailed quotation	**YES**	Attached a detailed quotation.
4. SBD 4 -Bidder's Declaration of interest	**YES**	Complete and sign the supplied pro forma document.
5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022	**YES**	Complete and sign the supplied pro forma document. Non-submission will lead to a zero (0) score on Specific Goals.
6. SBD 8 Declaration of Past Supply Chain Management Practice	**YES**	Complete and sign the supplied pro forma document.
7. SBD 9 Certificate of Independent Bid Determination	**YES**	Complete and sign the supplied pro forma document.
8 Central Supplier Database (CSD) Report	**Yes**	Attached document
9 Company Registration Certificate	**Yes**	Attached document
10 B-BBEE Certificate or Sworn Affidavit	**Yes**	Attached document
1 Reference letter ○ **Three (3)** ○ **Not older then 36 Months**		Attached document

Checklist must be completed with a tick

Documents that must be attached	Bidders tick here	CCB validation
1. SBD 1 -Invitation to Bid		
2. Tax Clearance Certificate		
3. Pricing Schedule		
3.1 Attached detailed quotation		
4. SBD 4 -Bidder's Declaration of interest		
5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022		
6. SBD 8 Declaration of Past Supply Chain Management Practice		
7. SBD 9 Certificate of Independent Bid Determination		
8 Central Supplier Database (CSD) Report		
9 Company Registration Certificate		
10 B-BBEE Certificate or Sworn Affidavit		
1 Reference letter ○ Three (3) ○ Not older than 36 Months		

16.2 Gate 1: Price and Specific Goals

17.3.1 In terms of regulation 4 of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points) and
- Specific Goals (maximum 20 points).

17.3.2 The evaluation of price and specific goals will be evaluated as outlined in **Table 2 below**.

Table 2: Price and Specific Goals Evaluation

Element	**Weight**
Price	80
Specific Goals	20
- HDIs (who had no franchise on national elections before the 1983 and 1993 constitution) (**8 points**) - Women (**4 points**) - Youth (**4 points**) - People with disabilities (**2 points**) - Implementation of RDP goals (The Promotion of SMMEs) (**2 points**)	
Total	100

17 GENERAL CONDITIONS OF CONTRACT

17.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-

17.2 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which CCB is prepared to enter into a contract with the successful bidder(s).

17.3 The bidder submitting the **GCC to CCB together with its bid, duly signed** by an authorized representative of the bidder.

18 SERVICE LEVEL AGREEMENT

19.1 Upon award, CCB and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by CCB.

19.1 The successful bidder shall compile the Service Level Agreement which both parties shall sign.

19 CONDITIONS OF THIS BID

19.1 CCB reserves the right to:

19.2 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.

19.3 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).

19.4 Accept part of a bid rather than the whole bid.

19.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the service offered by the bidder(s), whether before or after adjudication of the bid.

19.6 Correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the tender process.

19.7 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 the bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

19.8 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.

19.9 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.

19.10 Not award the bid to the bidder whose financial statements are not in order.

19.11 Award to multiple bidders to spread the risk.

20 BIDDER'S DECLARATION

20.1 The bidders are required to confirm that they will:

20.1.1 Act honestly, fairly, and with due skill, care, and diligence, in the interests of CCB.

20.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.

20.1.3 Act with circumspection and treat CCB fairly in a situation of conflicting interests.

20.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business.

20.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with CCB.

20.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.

20.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of CCB as a client before any other consideration; and

20.1.8 Ensure that any information acquired by the bidder(s) from CCB will not be used or disclosed unless the written consent of CCB has been obtained to do so.

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1 CCB reserves the 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 recognized 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 recognized stock exchange, directors or members of senior management, whether in respect of CCB or any other government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity".

21.1.1 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 bid.

21.1.2 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.

21.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CCB's officers, directors, employees, advisors or other representatives.

21.1.4 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.

21.1.5 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 being provided to a Government Entity.

21.1.6 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 form, the award of any bid, contract, right or entitlement which is in any way related to procurement or the bidding of any services to a Government Entity.

21.1.7 Has in the past engaged in any matter referred to above; or

21.1.8 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 Tender Defaulters kept at National Treasury.

22 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

22.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by CCB against the bidder notwithstanding the conclusion of the SLA between CCB and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the SLA will prevail.

23 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing CCB, 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 bid.

24 INDEMNITY

If a bidder breaches the conditions of this bid and as a result of that breach, CCB incurs costs or damages (including, without limitation, the costs 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 CCB harmless from any and all such costs which CCB may incur and for any damages or losses CCB may suffer.

25 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written unless such written information provided expressly amends this document by reference

26 LIMITATION OF LIABILITY

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

27 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not a tax compliant. CCB 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 was in fact not tax compliant at the time of the award, or has submitted a fraudulent TCC to CCB, or whose verification against the Central Supplier Database (CSD) proves non-compliant. CCB further reserves the right to cancel a contract with a successful bidder in the event that such a bidder does not remain tax compliant for the full term of the contract.

28 NATIONAL TREASURY

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

29 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.

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

31 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 CCB's examination and evaluation of a Tender.
No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by 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 CCB remain proprietary to CCB and must be promptly returned to CCB upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure CCB's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such a process.

32 PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any CCB proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any other bidder(s).

33 SBD FORMS FOR COMPLETING

1. **Document Retrieval**

Visit the official Castle of Good Hope website at www.castleofgoodhope.co.za.

- Navigate too **About Us**
- Select **SCM (Supply Chain Management)**
- Download the following Standard Bidding Documents (SBD):
- SBD 4
- SBD 6.1
- SBD 6.2
- SBD 8
- SBD 9

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