

GPW-2024/25-04

CLOSING DATE: 12 AUGUST 2024

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

VALIDITY PERIOD: 90 DAYS


**government  
printing**

 Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICA

<b>DEPARTMENT</b>	GOVERNMENT PRINTING WORKS
<b>TENDER DESCRIPTION</b>	APPOINTMENT OF A SUPPLIER TO PROCURE AND DELIVER PERSONAL PROTECTIVE EQUIPMENT TO GOVERNMENT PRINTING WORKS FOR A PERIOD OF THREE (3) YEARS
<b>TENDER NUMBER</b>	GPW-2024/25-04

<b>BRIEFING SESSION</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<b>SESSION COMPULSORY</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<b>BRIEFING</b>	<b>VENUE</b>	149 BOSMAN STREET CANTEEN AREA	<b>TIME</b>	10H00	
	<b>DATE</b>	18 JULY 2024			

<b>CLOSING DATE</b>	<b>12 AUGUST 2024</b>
<b>CLOSING TIME</b>	<b>11H00</b>
<b>VALIDITY PERIOD</b>	<b>90 DAYS</b>

**Notes:**

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

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**REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE**

***PLEASE NOTE:***

**SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER  
DATABASE (CSD) NUMBER \_\_\_\_\_**

**Registered Suppliers to ensure that all details completed below are CURRENT**

MANDATORY SUPPLIER DETAILS	
<b>CSD Supplier number</b>	
<b>Company name (Legal &amp; Trade as)</b>	
<b>Company registration No</b>	
<b>Tax Number</b>	
<b>VAT number (If applicable)</b>	
<b>Street Address</b>	<b>Postal Address</b>
CONTACT DETAILS	
<b>Contact Person</b>	
<b>e-mail address</b>	
<b>Telephone Number</b>	
<b>Cell Number</b>	

*NB: Bidders are requested to include their CSD reports in their submission of the tender documents.*

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT**

Name(s):

Signature(s):

Date:

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**IT IS A CONDITION OF BIDDING THAT –**

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 1.5 Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply printed Tax Clearance Certificate**
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

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GPW-2024/25-04

CLOSING DATE: 12 AUGUST 2024

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

VALIDITY PERIOD: 90 DAYS



**THE GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

**INVITATION TO TENDER**

**APPOINTMENT OF A SUPPLIER TO PROCURE AND DELIVER PERSONAL  
PROTECTIVE EQUIPMENT TO GOVERNMENT PRINTING WORKS FOR A  
PERIOD OF THREE (3) YEARS**

**TENDER NUMBER: GPW-2024/25-04**

**COMPULSORY BRIEFING SESSION: 18 July 2024**

**CLOSING DATE: 12 August 2024**

**NOTE TO TENDERERS:**

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

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**SECTION A****1. INTERPRETATION**

- a) Reference to any gender implies also all other genders;
- b) Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:
  - 1.b.1. **“Business Days”** shall mean any day other than a Saturday, Sunday and public holiday in South Africa;
  - 1.b.2. **“Constitution”** shall mean the Constitution of the Republic of South Africa, 1996;
  - 1.b.3. **“Closing Date”** shall mean **12 August 2024** not later than 11h00;
  - 1.b.4. **“Conditions of Tender”** shall mean the conditions of tender set out in clause 11;
  - 1.b.5. **“Definitive Agreement”** shall mean the supply and services agreement to be concluded between GPW and the Successful Respondent substantially on the terms contained
  - 1.b.6. **“GPW” or “Government Printing Works”** shall mean the Government Printing Works, a component of the South African government established under section 7A of the Public Services Act, 1994;
  - 1.b.7. **“Highest Score”** shall mean the highest score obtained in stage 4 (four) of the selection process (i.e. score for price and B-BBEE after applying the relevant formula and table);
  - 1.b.8. **“Occupational Health and Safety Act 85 of 1993”** The purpose of the Act is to provide for the health and safety of people at work or in connection with the use of plant and machinery. It further provides for the protection of people other than people at work from hazards arising out of or in connection with the activities of people at work.
  - 1.b.9. **“PAJA”** shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;
  - 1.b.10. **“PFMA”** shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act for 2017;

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- 1.b.11. "**Procurement Act**" shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act for 2017;
- 1.b.12. "**Procurement Laws**" shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, the Procurement Act, practice notes and all other relevant laws and policies;
- 1.b.13. "**Parties**" GPW and appointed services provider/ Respondent
- 1.b.14. "**Premises**" shall mean GPW's facilities where business operations are conducted - 83 Visagie Street, Pretoria, South Africa, 149 Bosman Street, Pretoria South Africa, 196 Paul Kruger Street, Pretoria, South Africa, 11 20th Avenue, Industria, Polokwane, South Africa; 5 Vincent Gardens Road Vincent East London, 3 First Street, Industrial Side Mafikeng, Van Der Hoff Richards Bay Avenue Zandfontein Pretoria West. Once service provider is appointed, they will visit all GPW offices in order to entrench and execute the project's roll-out.)
- 1.b.15. "**Protection of Personal Information Act (POPI Act)**" POPI Act is a piece of legislation that safeguards the integrity and sensitivity of private information. Companies are required to carefully manage the data capture and storage process of Personal Information within the lawful framework as set out in the Act.
- 1.b.16. "**Respondent**" shall mean the person submitting a Tender in response to this RFT;
- 1.b.17. "**Returnable Documents**" shall mean the following documents:
- 1.b.18. "**RFT**" or "**RFT Document(s)**" shall mean this request for tender and the Returnable Documents;
- 1.b.19. "**Successful Respondent**" shall mean the Respondent to whom the Definitive Agreement is awarded through the process contemplated in this RFT;
- 1.b.20. "**Tender**" or "**Tender Submission**" shall mean bid documents submitted in response to this RFT;
- 1.b.21. "**Term Sheet**" shall mean the term sheet attached hereto Annexure D and which will form part of the Definitive Agreement;
- 1.b.22. Completed price schedule of this RFT;
- 1.b.23. Duly completed and signed Annexure SBD 1 – Invitation to Bid;
- 1.b.24. Duly completed and signed Annexure SBD 4 – Bidder's Disclosure;

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1.b.25. Duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;

## 2. INTRODUCTION AND GPW REQUIREMENTS

2.1 The Government Printing Works (GPW) is a government component reporting to the Minister of Home Affairs; with oversight by the Parliamentary Portfolio Committee on Home Affairs. It specialises in the printing and development of security media, including ballot papers, Voters Roll, passports, visa, birth certificates, educational certificates, and Smart identity documents (ID) cards, examination materials, and a wide range of other high security printed media. GPW operates as a self-funded business within the regulated parameters of the Department of Home Affairs.

2.2 GPW boasts a rich history of producing high security documents (130 years). Security documents are documents containing embedded security features to protect the document against criminal attack, and GPW has adhered to the overall goal of security printing, which is to prevent forgery, counterfeiting and tampering that could lead to fraud and identity theft. Today, GPW ranks as one of the most progressive security printing specialists in Africa, with a high-tech production facility with world leading technologies.

2.3 GPW is registered with the following organisations as a security printer:

2.3.1 the International Government Printers Forum; and

2.3.2 Print SA

2.4 GPW is also recognised by a number of international security document management organisation, including ICAO.

2.5 Background

2.5.1 The Government Printing Works has four strategic branches with organisational information. These branches are:

a) Manufacturing and Engineering

b) Operations Management

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- c) Financial Services
- d) Corporate Services

### 3. TENDER DOCUMENTATION

- a) This document compact contains the following:
  - 3.a.1. this RFT document consisting of pricing schedule;
  - 3.a.2. Annexure A: interpretation;
  - 3.a.3. SBD documents namely Annexure SBD 1 (invitation to bid); Annexure SBD 4 (Bidder's Disclosure), and Annexure SBD 6.1 (preference point claim form).
- b) The Respondent shall check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description, or this document contains any obvious errors, the Respondent shall notify the contact person as indicated per paragraph 9.1 immediately for rectification. No responsibility or liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes.

### 4. SCOPE OF WORK

- 4.1 The Occupational Health and Safety Act, 85 of 1993 aims to provide for the health and safety of persons at work and for the health and safety of persons in connection with the activities of persons at work by placing a duty on every employer to ensure, as far as possible, before resorting to personal protective equipment, that they create a work environment that is safe and without risk to the health and safety of employees. Since it is impossible for the employer to eliminate all the risks the GPW staff might be exposed to in a work environment, the GPW has no alternative but to resort to issuing relevant personnel with PPE.
- 4.2 PPE is crucial in ensuring the safety and well-being of employees who work in situations where they may be exposed to various risks or hazards. The Occupational Health and Safety (OHS) Act outlines specific requirements for the use of PPE in workplaces to protect workers from potential hazards.

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4.3 The GPW has identified the relevant PPE to be issued to its staff based on their work environment, The Department recognise that the GPW operates in various conditions and spaces thus requiring specific PPE for that condition or space. In this regard the GPW identified the PPE in the following categories:

- a) PPE for cold weather conditions;
- b) PPE for wet weather conditions;
- c) PPE for hot / sunny conditions;
- d) PPE for general safety.
- e) PPE for special events; (visitors and management)




5. TECHNICAL SPECIFICATIONS

Table 5(a): Personal Protective Equipment required by GPW Employees are as follows:

Item	Specifications	Sample/ Example
1. Beanie	<p>Beanie in polar fleece, Colour cobalt blue with GPW logo in Colour on front. Unisex fit.</p> <p>Must have the GPW logo on the front and must be printed as follows!!!</p> <div><div><div>government printing</div><div>Department: Government Printing Works REPUBLIC OF SOUTH AFRICA</div></div></div>	<div><p>We request samples before delivery of each item listed above to verify quality</p></div>





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<b>2. Freezer Jacket</b>	<p><b>Freezer Jacket</b></p> <p>Fabric: 210 D Oxford Weave Polyester Weight: 135gm2 Insulating layer Colour: Navy</p> <p>Details:</p> <ul style="list-style-type: none"><li>• Fully waterproof outer with all seams tape sealed</li><li>• Flap behind zip forms a thermal and moisture barrier</li><li>• Two lower pockets and left breast pocket</li><li>• Detachable hood</li><li>• Angle cut sleeves provides a comfortable upper body fit</li><li>• Heavy duty plastic, moulded zip</li><li>• GPW logo must be embroiled on the left.</li></ul> <p><b>With GPW logo in Colour on the front left.</b></p>	 <p><b>Must have the logo on the left and must be printed as follows!</b></p>  <p><b>We request samples before delivery of each item listed above to verify quality.</b></p>
<b>3. Men Dust coat</b>	<p><b>15 CAL ARC DUST COAT</b></p> <p>PRODUCT INFO CODE: DW-ARCDC</p> <ul style="list-style-type: none"><li>• ATPV 15cal/cm2</li><li>• Concealed flame retardant plastic snap buttons &amp; 25mm x 85mm velcro closure at front</li><li>• Flame retardant rib cuff</li><li>• 50mm Lime/silver/lime flame retardant reflective tape on arms, chest and "X" on back</li><li>• Triple needle topstitched shoulders &amp; armholes</li><li>• Slit at centre back hem</li></ul> <p><b>Must have the GPW logo on the left and must be printed as follows!</b></p>	




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		 <p>We request samples before delivery of each item listed above to verify quality.</p>
4. Ladies long-sleeved dust coat	<p><b>PRODUCT INFO</b></p> <p><b>CODE: DW- 80/20 DC</b></p> <ul style="list-style-type: none"><li>• Concealed metal press stud closure.</li><li>• Shoulder and sleeve seams are triple needled stitched for added durability.</li><li>• Left breast pocket with a pen division, V-flap cover and a concealed pressstud closure.</li><li>• GPWGPW sidewinder on left breast pocket.</li><li>• 2 Large Laid waist pockets ideal for storing gloves, safety glasses, essentials etc.</li><li>• wash care labels sewn into neck.</li><li>• Black slit on rear of coat allows flexibility of the coat especially when sitting and bending, whilst preventing the coat fabric from bunching and wrinkling.</li><li>• Sleeve hem 1.5cm.</li><li>• Dustcoat bottom hem 1.5cm.</li></ul>	 <p>Must have the GPW logo on the left and must be printed as follows!!!</p>  <p>We request samples before delivery of each item listed above to verify quality.</p>

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<div>5. Long Sleeve Collar Safety Reflective Jackets (Removable Arm Sleeves)</div>	<div>2-TONE REFLECTIVE JACKET</div> <div>PRODUCT INFO</div> <div>CODE: SA13-SL</div> <div><ul style="list-style-type: none"><li>• Polyester and mesh fluorescent lime open weave fabric</li><li>• Reflective tape is 50mm silver bead industrial Washing T/C Tape</li><li>• Closing nylon zip fastener with metal slider and buttons</li><li>• Clear on black top entry plastic pouch</li><li>• Garment Class 2</li><li>• Enhanced visibility from all sides</li></ul></div> <div>Must have the GPW logo on the left and must be printed as follows!</div> <div></div>	<div></div> <div>We request samples before delivery of each item listed above to verify quality.</div>
<div>6. Unisex – Black Safety Shoes Steel Toe (Waterproof)</div>	<div>Unisex – Black Safety Shoes Steel Toe (Waterproof)</div> <div>Safety Footwear Standards</div> <div>Strobel and Cement construction</div> <div>Removable Nylex and PU Insole</div> <div>T870 Rubber Outsole</div> <div>Penetration resistant poured PU midsole construction</div> <div>Impact and compression resistant toe cap</div> <div>Open cell PU foam footbed</div> <div>Penetration resistant composite midsole</div> <div>Cement and Goodyear welt construction</div> <div>Anti-static and energy absorbing heel</div> <div>Water resistant upper</div> <div>waterproof polymer upper</div> <div>High heat resistance of 300C</div> <div>Slip resistance SRC - Resistance against slipping on both ceramic and steel surfaces covered with water and cleaning products</div>	<div></div> <div>We request samples before delivery of each item listed above to verify quality.</div>





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<p><b>7. SABS</b></p> <p><b>Approved Acid Resistant &amp; Flame Retardant Work (2 piece) with reflective strips</b></p>	<p><b>Fabric:</b> 100% Cotton</p> <p><b>Weight:</b> 270 gm</p> <p><b>Colour:</b> Navy</p> <p><b>Details (Jacket):</b></p> <ul style="list-style-type: none"><li>• Constructed from SABS approved fabric</li><li>• All style features and fabric construction are to be SABS specification</li><li>• Chemical finish to resist heat sparks and repel acid splashes, oil and water.</li><li>• 50mm JW REFLECT 0905 flame retardant reflective tape on arms for increased visibility.</li><li>• 25mm JW Reflective 0905 flame retardant "X" configuration on the back</li><li>• Triple needle stitching on all seams for extra strength</li><li>• Concealed YKK zip</li><li>• Zip guard to prevent heat transfer from zip</li><li>• Elasticised sleeve cuffs</li><li>• Side slits for ease of movement</li><li>• Bar tacks on all stress points</li><li>• It must have Flame &amp; Acid embroidery on the arm</li><li>• Chest pocket with press stud closure and pen pocket division</li><li>• Large Front pockets</li><li>• Above the pocket GPW logo must be embroiled on the bottom</li></ul> <p><b>Details (Trousers):</b></p> <ul style="list-style-type: none"><li>• Constructed from SABS approved fabric</li><li>• All style features and fabric construction are to SABS specification</li><li>• Chemical finish to resist heat, sparks and repel acid splashes, oil and water.</li><li>• 50mm JW REFLECT 0905 flame retardant reflective tape on legs for increased visibility.</li><li>• Half elasticized waistband for extra strength</li><li>• Back pockets</li><li>• Slant pockets in front</li><li>• Triple needle stitching on all seams for extra strength</li><li>• It must have Flame &amp; Acid embroidery on the leg.</li><li>• Ruler pocket</li><li>• Concealed YKK zip</li></ul>	<div></div> <p>Must have the GPW logo on the left and must be printed as follows!</p> <div><p>government printing Department: Government Printing Works REPUBLIC OF SOUTH AFRICA</p></div> <p>We request samples before delivery of each item listed above to verify quality.</p>
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	<ul style="list-style-type: none"><li>• Bar tacks on all stress points</li></ul>	<div></div> <div>Must have the below GPW logo on the top left</div> <div></div> <div>We request samples before delivery of each item listed above to verify quality.</div>
8. <b>Legendary Long sleeve shirt</b>	<p><b>Fabric:</b> 100% Cotton <b>Weight:</b> 135 gm <b>Colour:</b> orange&amp; Navy with reflector stripes</p> <p><b>Details:</b></p> <ul style="list-style-type: none"><li>• Enzyme wash for rugged worn-in look</li><li>• Triple needle posting for extra strength</li><li>• Back pleat</li><li>• Extra length shirt with curved hem</li><li>• Double breasted pockets with hook and loop closure</li><li>• Concealed inner chest pockets</li><li>• Pen division</li><li>• Long sleeves with adjustable cuff with longer gauntlet</li><li>• Bar tacks on stress points for extra strength</li><li>• Cream buttons</li><li>• Shaped hem</li><li>• Above the pocket GPW emblem must be embroiled on the left.</li></ul>	<div></div> <div>Must have the GPW logo on the left and back printed as follows!!!</div> <div></div> <div>We request samples before delivery of each item listed above to verify quality.</div>

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<p><b>9. Pair Gloves</b></p>	<p>Softshell glove with Thinsulate padding or equivalent, a PVC-grip palm patch and an elasticated wrist. Navy. Unisex fit.</p>	<div data-bbox="1158 331 1450 584"></div> <p><b>Must have the GPW logo on the outer side of the hand and must be printed as follows!!!</b></p> <div data-bbox="1050 730 1284 824"></div> <p><b>We request samples before delivery of each item listed above to verify quality.</b></p>
<p><b>10. T-shirts</b> <b>Short sleeves</b> <b>(&gt;201 gram weight)</b></p>	<p><b>9.9 CAL ARC T-SHIRT UNDERGARMENT</b></p> <p>Short sleeve T- Shirt, wool, Colour cobalt blue, with GPW logo in Colour on right chest. Male and Female cut.</p> <p><b>PRODUCT INFO</b></p> <p><b>CODE: DW-ARC9.9-SST &amp; DW-ARC9.9-LST</b></p> <ul style="list-style-type: none"><li>• ATPV 9.9 cal/cm2</li><li>• Flame retardant knitted rib cuffing</li><li>• cal/cm2 Rating embroidery on left breast</li><li>• Suitably worn under any garment</li></ul>	<div data-bbox="987 1032 1355 1458"></div> <p><b>Must have the GPW logo on the left and must be printed as follows!!!</b></p> <div data-bbox="1070 1648 1332 1742"></div> <p><b>We request samples before delivery of each item listed above to verify quality.</b></p>

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<p><b>11. Adjustable Polar Fleece Neck Warmer Windproof Winter</b></p>	<p>Adjustable Polar Fleece Neck Warmer Windproof Winter, Colour cobalt blue, with GPW logo &amp; SA Flag in Colour. Unisex fit.</p>	<div data-bbox="1150 226 1417 506"></div> <p data-bbox="976 517 1513 566">Must have the GPW logo on the front side and must be printed as follows!!!</p> <div data-bbox="1070 645 1382 768"></div> <p data-bbox="976 857 1473 907">We request samples before delivery of each item listed above to verify quality.</p>
<p><b>12. SOFTSHELL JACKET</b></p>	<p><b>PRODUCT INFO</b></p> <p><b>CODE: DB-SS</b></p> <ul style="list-style-type: none"><li>• Stylish, light weight, thermal &amp; water resistant jacket with a micro polar fleece lining</li><li>• A water repellent rating of 1000mm keeps you dry while the breathable membrane with a rating of 3000g regulates airflow and maintains warmth</li><li>• High collar with a reverse zip closure &amp; adjustable cuffs</li></ul> <p><b>COMPOSITION</b></p> <ul style="list-style-type: none"><li>• Outer: 125gsm laminated, 95% Polyester, 5% Elastane</li><li>• Inner: 100% Polyester Micro Polar Fleece 190gsm</li></ul>	<div data-bbox="1158 920 1474 1323"></div> <p data-bbox="976 1330 1473 1379">Must have the GPW logo on the left and must be printed as follows!!!</p> <div data-bbox="1078 1498 1422 1626"></div> <p data-bbox="976 1821 1473 1870">We request samples before delivery of each item listed above to verify quality.</p>


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Item for Wet Weather Conditions	Specifications	Sample/ Example
13. Pair Gumboots,	Gumboots, Black, SABS standards compliant. Unisex fit.	
14. Rain suit	Raincoat (jacket and pants), Neon green, reflective tape as indicated and around legs with GPW logo in Colour on right chest. Unisex fit.	 <p>Must have the GPW logo on the left and must be printed as follows!</p> <div><p>government printing Department: Government Printing Works REPUBLIC OF SOUTH AFRICA</p></div> <p>We request samples before delivery of each item listed above to verify quality.</p>



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<p><b>15. UNISEX STORM APOLLO THERMAL JACKET</b></p>	<p><b>PRODUCT INFO</b></p> <p><b>CODE: DB-APOLLO (OR or NB)</b></p> <ul style="list-style-type: none"><li>• Bomber-style thermal protective &amp; water-resistant jacket</li><li>• Outer: 280gsm Gabardine fabric</li><li>• Body lining: 240gsm 100% Polyester fleece fabric</li><li>• Sleeve lining: 100% Quilted Polyester 190T Taffeta &amp; Padding on sleeve: 180gsm 100% Polyester fabric</li><li>• 50mm Silver reflective tape on arms, waist &amp; upper abdomen</li><li>• Elasticated rib knit cuffs &amp; waistband</li><li>• Detachable sleeves with open end nylon zip</li><li>• Heavy-duty chunky nylon zip at front</li><li>• Two large side entry welt pockets</li><li>• Right breast with large dual utility pocket, bellow with flap Velcro closure &amp; chunky nylon zip division</li><li>• Left breast large pocket with storm flap &amp; Velcro closure plastic ID card holder</li><li>• Internal right breast pocket with Velcro closure</li></ul>	<div data-bbox="1134 248 1353 725"></div> <p data-bbox="898 864 1508 913">Must have the GPW logo on the left and must be printed as follows!</p> <div data-bbox="1023 994 1417 1115"><p data-bbox="1153 999 1417 1115"><b>government printing</b> Department: Government Printing Works REPUBLIC OF SOUTH AFRICA</p></div> <p data-bbox="898 1305 1508 1355">We request samples before delivery of each item listed above to verify quality.</p>
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16. <b>Kidney Belt (Forklift drivers and heavy objects)</b>	<div><b>KIDNEY BELT</b></div> <div><b>PRODUCT INFO</b></div> <div><b>CODE: KBELT</b></div> <div><ul style="list-style-type: none"><li>• A 20cm, broad elastic kidney support</li><li>• Three flexible supports in the back area</li><li>• Double stitching re-enforcing closures</li><li>• Velcro closure/fastening</li></ul></div> <div><b>COMPOSITION</b></div> <div><ul style="list-style-type: none"><li>• 100% polyester &amp; leatherette</li><li>• Velcro</li></ul></div>	<div></div> <div>We request samples before delivery of each item listed above to verify quality.</div>
17. <b>KNEE PADS</b>	<div><b>Description</b></div> <div>Kneepad Foam With Strap</div> <div>Foam knee pad with single strap. To protect your knees</div> <div>Features:</div> <div><ul style="list-style-type: none"><li>- To protect your knees</li><li>- Knee pad with single strap</li></ul></div> <div>Specifications:</div> <div><ul style="list-style-type: none"><li>- Dimensions: 20 x 15 x 10cm</li><li>- Weight: 200g</li></ul></div>	<div></div> <div>We request samples before delivery of each item listed above to verify quality.</div>

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Item for Hot Weather Conditions	Specifications	Sample / Example
18. Golf T-shirts short sleeves (<210 gram weight)	Short sleeve Golf T- Shirt, synthetic & cotton blend, colour cobalt blue, with GPW logo in colour on right chest. SA Flag on right shoulder. Male and Female cut.	<div></div> <p>Must have the GPW logo on the left and must be printed as follows!</p> <div></div> <p>We request samples before delivery of each item listed above to verify quality.</p>
19. REFLECTIVE BASEBALL CAP WITH NECK PROTECTOR	<p><b>PRODUCT INFO</b></p> <p><b>CODE: SA-HI-Y or OR</b></p> <ul style="list-style-type: none"><li>• High visibility reflective cap with reflective neck protector curtain</li><li>• 6 Panel cap</li><li>• Pre-curved peak</li><li>• Adjustable Velcro closure</li><li>• Available in yellow or orange high visibility colours</li><li>• 13mm reflective trim</li></ul> <p><b>COMPOSITION</b></p> <ul style="list-style-type: none"><li>• 100% Polyester non-woven</li><li>• Retro reflective glass beaded</li></ul>	<div></div> <p>Must have the GPW logo on the front and must be printed as follows!</p> <div></div> <p>We request samples before delivery of each item listed above to verify quality.</p>

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**Table 5(b): Personal Protective Equipment for Security Services**

Item for General Wear	Specifications	Sample / Example
<b>1. Two-piece suit</b>	<p>Two-piece suit, colour cobalt blue, in cotton &amp; polyester mix. Male and Female cut.</p> <p>Note!</p> <p>Female suit to include pencil skirt.</p> <p>Must have the GPW logo on the left and must be printed as follows!</p> <div><p>government printing Department: Government Printing Works REPUBLIC OF SOUTH AFRICA</p></div>	<div></div> <p>We request samples before delivery of each item listed above to verify quality.</p>
<b>2. Parabellum Shoe Security</b>	<p>Black shoes in leather, laced Police shoe suitable for Security officers</p>	<div></div> <p>We request samples before delivery of each item listed above to verify quality.</p>

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<p><b>3. Baseball caps</b></p>	<p><b>Baseball caps</b></p> <p>Fabric: Versatex 65/35 polycotton twill Size: Standard Colour: Navy</p> <p>Details:</p> <ul style="list-style-type: none"><li>•Panel polycotton twill</li><li>•Eyelets for airflow</li><li>•Adjustable hook and loop closure</li><li>•Colour should match the Tee Shirts</li></ul> <p>GPW logo must be embroiled in the middle/center.</p>	<div data-bbox="1046 224 1457 701"></div> <p>Must have the GPW logo on the front and must be printed as follows!!!</p> <div data-bbox="943 808 1399 1014"></div> <p>We request samples before delivery of each item listed above to verify quality.</p>
<p><b>4. TIE</b></p>	<p>Cobalt blue tie, in male and female cut embroidered with GPW logo</p>	<div data-bbox="943 1162 1315 1364"></div> <p>We request samples before delivery of each item listed above to verify quality.</p>
<p><b>5. MEN LONG SLEEVE FORMAL SHIRT</b></p>	<p>Long sleeve shirts in cotton with GPW logo in same colour as shirt on right chest. Male and female cut.</p> <p><b>LONG SLEEVE FORMAL SHIRT</b></p> <p><b>PRODUCT INFO</b></p> <p><b>CODE: DW-FORMLS</b></p> <ul style="list-style-type: none"><li>• 100% Cotton Poplin, 135gsm fabric</li><li>• Long sleeved, relaxed fit button down shirt with button down collar</li><li>• V-shaped chest pocket</li></ul>	<div data-bbox="943 1426 1345 1852"></div> <p>Must have the GPW logo on the left and must be printed as follows!!!</p>

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	<ul style="list-style-type: none"><li>• Curved hem</li><li>• Lightweight &amp; breathable</li><li>• Suitable for use with GPW Denim Jeans &amp; Chinos</li></ul>	<div><div>government printing <small>Department: Government Printing Works REPUBLIC OF SOUTH AFRICA</small></div></div> <p>We request samples before delivery of each item listed above to verify quality.</p>
<p>6. <b>LADIES LONG SLEEVE FORMAL SHIRT</b></p>	<p>Long sleeve shirts in cotton with GPW logo in same colour as shirt on right chest. Male and female cut.</p> <p><b>LONG SLEEVE FORMAL SHIRT</b></p> <p><b>PRODUCT INFO</b></p> <p><b>CODE: DW-FORMLS</b></p> <ul style="list-style-type: none"><li>• 100% Cotton Poplin, 135gsm fabric</li><li>• Long sleeved, relaxed fit button down shirt with button down collar</li><li>• V-shaped chest pocket</li><li>• Curved hem</li><li>• Lightweight &amp; breathable</li></ul> <p>Suitable for use with Denim Jeans &amp;chinos</p>	<div></div> <p>Must have the GPW logo on the left and must be printed as follows!!!</p> <div><div>government printing <small>Department: Government Printing Works REPUBLIC OF SOUTH AFRICA</small></div></div> <p>We request samples before delivery of each item listed above to verify quality.</p>
<p>7. <b>GREY COTTON CHINO PANTS</b></p>	<p>Cotton chino pants, Coloured grey, Male and female cut.</p>	<div></div> <p>We request samples before delivery of each item listed above to verify quality.</p>

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8. LONG SLEEVE SECURITY JERSEY	<p>The Security Jersey must be a 100% acrylic long sleeve jersey with a 10 gauge needle knit pattern for a great texture. Features woven elbow patches for comfort and epaulettes. Tapered fit.</p> <p>Must have the GPW logo on the left and must be printed as follows!</p>	<p>We request samples before delivery of each item listed above to verify quality.</p>
9. SLEEVELESS SECURITY JERSEY	<p>The Security Jersey must be a 100% acrylic long sleeve jersey with a 10 gauge needle knit pattern for a great texture. Features woven elbow patches for comfort and epaulettes. Tapered fit.</p> <p>Must have the GPW logo on the left and must be printed as follows!</p>	<p>We request samples before delivery of each item listed above to verify quality.</p>
10. ARMSLIST BULLET PROOF VEST WITH PLATES	<p>Enhanced weight version: weight: 2.5kg; protection area 0.3mm; steel thickness: 0.7mm; steel material: high manganese tungsten steel; steel layer: 5 layers; size: 20.8717.72 ...</p>	<p>We request samples before delivery of each item listed above to verify quality.</p>

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<div>11. X6- Manufacturer s- Breathalyzer</div>	<div>iBlow10 No-Contact Breathalyser for Industry and Law-Enforcement - Basic Pack</div> <div>iBlow10 is a high speed No-Contact alcohol breathalyzer screener for testing drivers at road blocks &amp; workers entering industrial sites. iBlow10 provides up to 12 tests per minute without the use of mouth pieces &amp; offers Active and Passive testing for when drivers or workers have difficulty exhaling.</div>	<div></div>
<div>12. Decibel Meter Level Recorder</div>	<div>Decibel Meter Level Recorder Audio 30- 130dB Noise Measurement Sound Level Detector Diagnostic Too</div>	<div><div>Product size</div><div></div></div>

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Table 5(c): Personal Protective Equipment for General Safety

Item for General Safety	Specifications	Sample / Example
1. PAIR SAFETY GLASSES	Ergonomic safety glasses, Clear. SABS standards compliant. (special fit may be required for persons wearing glasses)	 <b>We request samples before delivery of each item listed above to verify quality.</b>
2. CLEAR UV5000 SAFETY GOGGLES	Ergonomic safety glasses, Amber. SABS standards compliant. (special fit may be required for persons wearing glasses)	 <b>We request samples before delivery of each item listed above to verify quality.</b>
3. BOX DISPOSAL MASKS	<b>N95 MOULDED FACE MASK</b>  <b>PRODUCT INFO</b>  <b>CODE: N95-5150</b> <ul style="list-style-type: none"><li>• Suitable for a single 8-hour use against solid &amp; water based liquid aerosols, that do not contain oil</li><li>• Protection against inhalation of dangerous particulates in high dust areas</li><li>• Meets CDC guidelines for M. Tuberculosis exposure control</li><li>• Can be used as part of a disease control strategy</li><li>• An ergonomic design that provides a comfortable and secure fit for different facial sizes</li><li>• A welded elastic strap along with the half face seal foam reinforces the seal with the lowest leakage</li><li>• Lightweight with low breathing resistance for increased wearer comfort</li></ul>	  <b>We request samples before delivery of each item listed above to verify quality.</b>

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<b>4. MOLDED CHEMICAL/D UST MASKS</b>	<b>N95 MOULDED FACE MASK</b> <b>PRODUCT INFO</b> <b>CODE: N95-5150</b> <ul style="list-style-type: none"><li>• Suitable for a single 8-hour use against solid &amp; water based liquid aerosols, that do not contain oil</li><li>• Protection against inhalation of dangerous particulates in high dust areas</li><li>• Meets CDC guidelines for M. Tuberculosis exposure control</li><li>• Can be used as part of a disease control strategy</li><li>• An ergonomic design that provides a comfortable and secure fit for different facial sizes</li><li>• A welded elastic strap along with the half face seal foam reinforces the seal with the lowest leakage</li><li>• Lightweight with low breathing resistance for increased wearer comfort</li></ul>	 <p><b>We request samples before delivery of each item listed above to verify quality.</b></p>
<b>5. TPR TWIN HALF MASK</b>	<b>TPR TWIN HALF MASK</b> <b>PRODUCT INFO</b> <b>CODE: DH202</b> <ul style="list-style-type: none"><li>• Soft TPR (Thermo Plastic Rubber) with a deep face mould for a comfortable fit with an excellent seal</li><li>• Dual wide elastic connected with a pin swivel connector, adjustable and with a quick release toggle</li><li>• Efficient exhalation mask</li><li>• For use with the DHCT twin unifix filter cartridge system</li><li>• Dual wide elastic, connected with a pin swivel connector, adjustable head strap and a quick release toggle</li></ul>	 <p><b>We request samples before delivery of each item listed above to verify quality.</b></p>

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<b>6. P2 SINGLE UNIFIT FILTER</b>	<b>P2 SINGLE UNIFIT FILTER</b>  <b>PRODUCT INFO</b>  <b>CODE: DHCS P2</b> <ul style="list-style-type: none"> <li>Valve replaced with every filter</li> <li>Individually sealed</li> <li>Left hand thread for single</li> </ul>	
<b>7. INTEREX EAR MUFFS</b>  <b>PRODUCT INFO</b>	<b>INTEREX EAR MUFFS</b>  <b>PRODUCT INFO</b>  <b>CODE: INTEREX</b> <ul style="list-style-type: none"> <li>Special GPW connector and fit (all hard hats)</li> <li>Twin point mounted cups</li> <li>Large cup for high noise levels</li> <li>Easy to attach and detach with spring loaded arms</li> <li>Steel arms maintain a constant and even pressure</li> <li>For use in hot and cold conditions</li> <li>Wearer can tilt and adjust cup for optimum comfort and fit</li> <li>Composite safety solution</li> <li>High frequency earmuffs</li> </ul>	  <b>We request samples before delivery of each item listed above to verify quality.</b>
<b>8. 3M Ultrafit Series Reusable Corded Ear Plugs, 32dB Rated</b>	<b>RE-USABLE EARPLUGS</b>  <b>PRODUCT INFO</b>  <b>CODE: DR-090C</b> <ul style="list-style-type: none"> <li>Re-usable ear pugs</li> <li>Soft detachable cord</li> <li>Easy to insert into your ear</li> <li>Hi visibility fluorescent green TPR</li> </ul>	  <b>We request samples before delivery of each item listed above to verify quality.</b>
<b>9. DISPOSABLE CORDED EARPLUGS</b>	<b>PRODUCT INFO</b> <b>CODE: DR-099C</b> <ul style="list-style-type: none"> <li>Disposable corded foam earplugs</li> <li>Smooth &amp; soft foam for comfort</li> <li>Easy to use</li> <li>Superb attenuation</li> <li>Hi-visibility fluorescent lime PU foam</li> <li>Expands to fit ear canal comfortably increasing overall protection</li> </ul>	




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Item for General Safety	Specifications	Sample / Example
10. PAIR GLOVES	Cut resistant rescue gloves, black, with Nomex or Kevlar insert, leather palm with finger and dorsal hand protection. Supplied with a Karabiner clip with leather ear for attachment to overalls.	 <p>We request samples before delivery of each item listed above to verify quality.</p>
11. CHEMICAL RESISTANT GLOVES	<p><b>Chemical Resistant Gloves</b></p> <p>Seamless polyester liner</p> <ul style="list-style-type: none"> <li>• Excellent grip enables users to handle dry, wet or oily objects with ease.</li> <li>• Reliable chemical Type A protection.</li> <li>• Extra softness and flexibility.</li> <li>• Special double-dipped sandy nitrile coating on the palm.</li> </ul> <p>Suitable for: Petrochemical Industry   Aerospace and mobile industry   Printing industry   Metal fabrication   Public utilities   Industrial cleaning</p> <p>Colour: Black and Blue</p>	 <p>We request samples before delivery of each item listed above to verify quality.</p>
12. GPW HI-VIS Gloves	<p>GPW HI-VIS Gloves with high durability, high dexterity, a super grip and good alternative to leather glove.</p> <p>The HI-VIS Gloves are composed of:</p> <ul style="list-style-type: none"> <li>• 100% Polyurethane palm coating</li> <li>• Water based PU Micro Foam finish</li> <li>• Composite knitted wrist</li> </ul> <p>The HI-VIS Gloves are suitable for use in:</p> <ul style="list-style-type: none"> <li>• Packing assembly</li> <li>• General handling</li> </ul>	 <p>We request samples before delivery of each item listed above to verify quality.</p>

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**NB: The above pictures are for illustration purposes only and no specific brand is preferred over another by GPW. This does not prescribe any successful bidder to procure any illustrated brand.**

## 6. PRICING SCHEDULE

Personal Protective Equipment as per table 5(a) above		
Number	Item	Price per item (Excl: VAT)
1.	Beanie	
2.	Freezer Jacket	
3.	Men Dust coat	
4.	Ladies long-sleeved dust coat	
5.	Long Sleeve Collar Safety Reflective Jackets	
6.	Unisex – Black Safety Shoes Steel Toe (Waterproof)	
7.	SABS Approved Acid Resistant & Flame Retardant Work (2 piece) with reflective strips	
8.	Legendary Long sleeve shirt	
9.	Pair Gloves	
10.	T-shirts Short sleeves (>201 gram weight)	
11.	Adjustable Polar Fleece Neck Warmer Windproof Winter	
12.	Softshell jacket	
13.	Pair Gumboots,	
14.	Rain suit	
15.	Unisex storm Apollo thermal jacket	
16.	Kidney Belt (Forklift drivers and heavy objects)	
17.	Knee Pads	
18.	Golf T-shirts short sleeves (<210 gram weight)	
19.	Reflective baseball cap with neck protector	
	<b>TOTAL excl. vat</b>	

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Personal Protective Equipment for Security Services as per table 5(b) Above		
Number	Item	Price per item (Excl: VAT)
1.	Two- piece suit	
2.	Parabellum shoe security	
3.	Baseball caps	
4.	Tie	
5.	Men long sleeve formal shirt	
6.	Ladies long sleeve formal shirt	
7.	Grey cotton chino pants	
8.	Long sleeve security jersey	
9.	Sleeveless security jersey	
10.	Arms list bullet proof vest with plates	
11.	X6-manufacturers-breathalyzer	
12.	Decibel meter level recorder	
	<b>TOTAL (excl. vat)</b>	

Personal Protective Equipment for General Safety as per table 5(c) Above		
Number	Item	Price per item (Excl: VAT)
1.	Pair	
2.	Clear uv5000 safety goggles	
3.	Box disposal masks	
4.	Moulded chemical/dust masks	
5.	Tpr twin half mask	
6.	P2 single unifix filter	
7.	Interrex ear muffs product info	
8.	3M Ultrafit Series Reusable Corded Ear Plugs, 32db Rated	
9.	Disposable corded earplugs	
10.	Pair gloves	
11.	Chemical resistant gloves	

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12.	Gpw hi-vis gloves	
	<b>TOTAL (excl. vat)</b>	

<b>Subtotal for all items in tables 5(a), 5(b) and 5(c)</b>	<b>R</b>
<b>VAT</b>	<b>R</b>
<b>Grand total</b>	<b>R</b>

*NB: GPW may allow an annual price escalation not exceeding CPIX subject to approval by GPW, prior to implementation, for the remaining two years of the contract.*

- a) All pricing submissions must clearly indicate the price per item on the provided pricing schedule. This information is essential for accurate evaluation and comparison. Failure to include the individual price per item will result in the submission being deemed incomplete, therefore, ineligible for consideration.
- b) The price matrix corresponds with the above technical specification in tables 5(a), 5(b) and 5(c). Respondents are required to ensure that the price quoted corresponds to the specification as per above-mentioned specifications in table 5.

## 7. UNDERLYING DELIVERY CONDITIONS

### 7.1 Quality of Products

- a) No inferior products will be accepted under RFT. Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, GPW reserves the right to cancel the contract after serving one month's notice, in writing to the Respondent. Should such notice be given, the Respondent shall nevertheless be obliged to perform the duties covered by the contract up to the date expiration of the period of notice.

### b) Packaging

7.2 Any damage through insufficient or improper packaging shall be replaced at no cost to. The label on the packaging must reflect the following:

- a) Name and address of the Manufacturer.
- b) Description of the item.
- c) Size.
- d) Quantity.

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### 7.3 Delays in the Respondent's performance

7.3.1 The time schedule for the delivery of goods and performance of services is:

- a) Initial order: 7 days
- b) Subsequent: 5 days

7.3.2 Respondents that fail to deliver timeously as stipulated in terms of the Contract will be terminated.

### 7.4 Penalties

7.4.1 "If the Respondent fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, deduct from the contract price (as penalty): A penalty of 5% of the order value for each day delivery is delayed.

### 7.5 Estimated Quantities

7.5.1 The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over a Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of good and services procured over the contract duration.

7.5.2 Items should not be grouped together for tender purposes and a separate rate must be stated for each item number. Respondents will be precluded if they stipulate conditions regarding the award of a group of items.

### 7.6 Prices

7.6.1 (a) Respondents must submit fixed prices for Year 1, Year 2 and Year 3 and must be inclusive of delivery charges. Respondents are advised to take into consideration all anticipated price escalations when submitting their rates. No price adjustment will be considered after contract award.

## 8 IMPORTANT DATES AND TIMES

### 8.1 Key Dates and Activities

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

No	Description	Start Date
1	RFT Documents available for collection	15 July 2024

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2	Last date to submit written clarification questions	<b>31 July 2024</b>
3	Last date for GPW to respond to written questions, if any, in writing	<b>02 August 2024</b>
4	Tender submissions due (Closing Date)	<b>12 August 2024</b>

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

## 9 ADDITIONAL INFORMATION AND ENQUIRIES

9.1 To enable the Tenderer to attain a reasonable degree of understanding of GPW's requirements under this RFT, Tenderers may submit written questions via e-mail to the contact person as indicated per Section A paragraph 9.1 of this RFT document, until close of business on **31 July 2024** GPW will, in its reasonable discretion, endeavour to answer in writing before **16h00** on **02 August 2024**. All questions received by GPW and their corresponding answers will be shared with all respondents (without disclosing the identity of the Tenderer who asked the question).

## 10 TENDER SUBMISSION

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

10.2 Tender Documents must be submitted:

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

10.2.2 deliver Returnable Documents to:

TENDER BOX	HAND DELIVERY
The tender box is situated:  Adjacent to the main entrance, 149 Bosman Street, PRETORIA	Ms Noko Kekana Government Printing Works Supply Chain Management Section Room 16 149 Bosman Street PRETORIA

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Republic of South Africa	Republic of South Africa
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- 10.3 All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.
- 10.4 The documentation must be completed in black ink and only hard copies of the completed RFT must be submitted. Please note that no e-mail submissions will be accepted.
- 10.5 No late Tender Submission will be accepted regardless of how late it is.

## 11 JOINT VENTURES/CONSORTIUMS

- 11.1 If contemplating a JV or consortium, Tenderers should submit a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party. The submission must include the letter of appointment for the lead company). The agreement should also state in very clear terms that the parties will be jointly and severally liable to GPW, despite the split of business and associated responsibilities. The JV should establish, implement and maintain adequate business continuity strategies should there be a breakdown in the JV relationship.

## 12 COMMUNICATION

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

<u>Bidding procedures</u> Ms. Noko Kekana e-Mail address: <a href="mailto:Noko.kekana@gpw.gov.za">Noko.kekana@gpw.gov.za</a> Tel:	<u>Technical matters</u> Mr. N Ndaba e-Mail address: <a href="mailto:ndivhuwo.ndaba@gpw.gov.za">ndivhuwo.ndaba@gpw.gov.za</a> Tel:
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- 12.2 A Tender Submission will be disqualified should any attempt be made by the submitting Respondent either directly or indirectly to canvass any officer or employee of GPW in respect of this RFT between the Closing Date and the date of the award of the contract.

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13 SERVICE LEVEL AGREEMENT

- 13.1 Successful Respondents will be required to sign the Service Level Agreement prepared by GPW.
- 13.2 Any appointment made by GPW pursuant to this RFT will be subject to execution of the Service Level Agreement whether or not this is specifically mentioned in any appointment letter issued by GPW.
- 13.3 The Service Level Agreement will contain the usual terms found in these types of agreements but substantially in line with the general conditions of contract, 2010 (“GCC”) (attached). GPW reserves the right to deviate from the provisions of the GCC as it deems appropriate in order to, amongst other things, protect its interests and ensure that its orders are given priority by the Successful Respondents. This will include GPW requiring that Successful Respondents create certain levels of capacity to accommodate GPW’s urgent requirements as and when required.
- 13.4 All Successful Respondents shall be in full and complete compliance with all applicable laws and regulations.

14 TENDER EVALUATION

- 14.1 GPW will utilise the methodology and criteria, as defined per Table 23.1(a) below, in selecting the successful Tenderer.

Table 23.1(a) Methodology and criteria

STAGE 1 Mandatory Evaluation	STAGE 2 Administrative Compliance	STAGE 3 Technical/functionality Evaluation	STAGE 4 Price/ Specific goals
			

- 14.2 The evaluation of bids will be done in terms of the PRIMA, the GPW Supply Chain
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Policy and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

14.3 The first three stages will be the evaluation of bids on Mandatory Compliance, Administrative Compliance and Technical/Functionality Evaluation. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on Functionality. Bids not meeting the minimum threshold on any Functionality stage, will also not be considered for the next stage on Price and Preference (specific goals).

14.4 Bids will be evaluated in four stages as listed below:

- a. **Stage 1: Mandatory Compliance**
- b. **Stage 2: Administrative Compliance**
- c. **Stage 3: Functionality and Sample Evaluation**
- d. **Stage 4: Price and Preference (Specific goals)**

14.5 Tenderers should note that the 80/20 Preference Point System will apply for this tender evaluation. Therefore, the following criteria will apply:

- a) **Price = 80points**
- b) **Specific goals = 20points**

#### **14.6 Stage 1: Mandatory Compliance**

a) Respondents who do not comply with the mandatory requirements will be disqualified from further evaluation. The following are mandatory compliance requirements:

Bidders must ensure that the following mandatory returnable documents are fully completed, signed, and submitted.

- i. Where applicable, a signed Joint venture/consortium agreement between the parties clearly stating the percentage split of business and associated responsibilities of each party.
- ii. Compulsory Briefing session Certificate.
- iii. Duly signed and completed price matrix supplied with the tender document
- iv. Certified copies of Manufacturing certificates for Personal Protective Equipment from the bidder or Copy of signed contract with the manufactures.

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**14.7 Stage 2: Administrative Compliance**

- a) The following returnable documents are required for this procurement and must be fully completed and submitted.
- b) Respondents are required to fully complete, sign and submit all Standard Bidding Documents (SBDs)
  - i. SBD 1 - Invitation to bid
  - ii. SBD 4-Bidders disclosure form
  - iii. SBD 6.1 - Preference Points Claim form
  - iv. Form 4 (IV) – Consent form in terms of section 11 (2) (a) of POPIA
  - v. Tax compliance status pin
  - vi. Proof of registration with Central Supplier Database
  - vii. Company CIPC registration documents
  - viii. Company profile

**14.8 Stage 3: Functionality / Technical Evaluation**

- a) Any bidder who does not meet the minimum threshold on the Functionality evaluation, will be eliminated and will not be considered for the next stage of evaluation which is Price and Preference.
- b) The bid will be evaluated based on functionality as follows:
  - i. Only bidders who met or exceeded the minimum threshold of 70 points for functionality (as per above) will be evaluated and scored in terms of pricing and preference points.

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MAIN CRITERIA:	FUNCTIONALITY	SUB CRITERIA: FUNCTIONALITY/TECHNICAL EVALUATION	POINTS ALLOCATION:
<b>COMPANY EXPERIENCE:</b> <b>The bidder should have experience to render similar services</b>  Bidders must submit proof of similar work done in the areas listed above  <ul style="list-style-type: none"> <li>• The Appointment Letter/Purchase Order/ Works Order/ Contract must be provided</li> <li>• Where one set of Appointment/ order/ Contract Corresponds to multiple Projects or to Multiple Areas of Work, this must be clearly indicated.</li> </ul> <i>Panel Appointment Letters will not be accepted without accompanied Task Orders/Similar.</i>  In cases where a project was undertaken under a subcontracting arrangement, an appointment letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory otherwise such an appointment letter as a subcontractor		<b>Points will be allocated as follows:</b>  <ul style="list-style-type: none"> <li>- 6 or more Appointment Letter/Purchase Order/ Works Order/ Contract <b>(30 points)</b></li> <li>- 3–5 Appointment Letter/Purchase Order/ Works Order/ Contract <b>(20 points)</b></li> <li>- 1 – 2 Appointment Letter/Purchase Order/ Works Order/ Contract projects <b>(15 points)</b></li> <li>- No Appointment Letter/Purchase Order/ Works Order/ Contract <b>(0 points)</b></li> </ul>	<b>30</b>

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will not be considered for supplying personal protective equipment (PPE).  <b>NB: The submitted Appointment Letter/Purchase Order/ Works Order/ Contract should not be older than 7 years. Any such appointment older than 7 years from date of closure will not score points.</b>		
Provide a list of the clients where similar services were rendered and attach reference letters with letterhead of the company and signed-for by the company representative(s).  The reference letters/completion certificates <b>MUST</b> correspond to the appointment letters/ purchase orders/ contract/works orders per above	<b>Points will be allocated as follows:</b>  - More than 5 contactable reference letters <b>(40 points)</b>  - 3-5 contactable reference letters <b>(30 points)</b>  - 1-2 contactable reference letters <b>(15 points)</b>  - No contactable reference letter <b>(0 points)</b>	<b>40</b>
<b>Value for similar completed projects</b>  Details of similar completed project should be thoroughly specified in the reference letters from contactable and verifiable reference letters in the company's letterhead.	<b>Points to be allocated as follows:</b>  - Total value of submitted Letter/Purchase Order/ Works Order/ Contract for similar projects above R10 million <b>(30 points)</b>  - Total value of Letter/Purchase Order/ Works Order/ Contract for similar projects between R5 million and R10 million <b>(20 points)</b>  -	<b><u>30</u></b>

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	- Total value of Letter/Purchase Order/ Works Order/ Contract for similar projects between R1 million and R4 999 999. <b>(10 points)</b> - - Total value of Letter/Purchase Order/ Works Order/ Contract for similar projects below R 1 million <b>(0 points)</b>	
	<b>TOTAL POINTS</b>	100
	<b>MINIMUM THRESHOLD</b>	70

#### 14.9 Stage 4: Price and Preference Points System

- a) 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 stated in the tender.
- GPW will either apply the 80/20 preference point system and that the lowest acceptable tender will be used to determine the applicable preference point system,
  - For purposes of this tender the Respondents will be allocated points based on the goals stated in Table below as may be supported by proof/ documentation stated in the conditions of this tender. Specific goals for the tender and points claimed are indicated per the table below.
  - All pricing submissions must clearly indicate the price per item on the provided pricing schedule. This information is essential for accurate evaluation and comparison. Failure to include the individual price per item may result in the submission being deemed incomplete or ineligible for consideration.
  - Note to Respondents :** The Respondents must indicate how they claim points for each preference point system.
  - The value of the project is estimated to be below R 50 000 000,00 therefore the 80/20 preference point system will be applied.

The following weighting will apply to price and Specific Goals in accordance with the

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provisions of the relevant Procurement Laws:

Evaluation Criteria	Final Weighted Score
Points scored	80
Specific Goals	20
Total score	100

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

$$Ps = 80(1 - \frac{Pt - Pmin}{Pmin})$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

Preference points will be awarded to a Respondents for specific goals in accordance with the following table:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Respondents )
	80/20	
Black ownership	10	
Women	8	
Disability	2	

Respondents who claim points for ownership by persons with disability must provide proof thereof in the form of a letter from the relevant authority. If the proof thereof is not provided, the bidder/s shall receive a zero score for ownership by persons with disability. Over and above this, a CSD report will be utilized to determine the ownership status as claimed by the bidder.

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**15. SPECIAL CONDITIONS****15.1. Trial PPE Sample Request**

15.1.1. The Respondent must agree to provide a trial PPE (Personal Protective Equipment) sample for each item to the Buyer at least two (2) months before the scheduled bulk delivery. The purpose of this trial sample will be to allow the Buyer to assess the quality, suitability, and user efficiency of the PPE items and to identify any potential issues that may affect the end-users.

15.1.2. Should the trial PPE sample differ in any way from the items delivered in the final bulk delivery, the Buyer will reserve the right to reject and return such differing PPE items at the respondents expense as soon as the discrepancies are discovered. The Buyer will not be obligated to make payments for PPE items that do not conform to the trial sample.

15.2. The respondent shall be responsible for any costs associated with the return and replacement of differing PPE items. The respondent will also be obligated to ensure that the PPE items delivered in the final bulk delivery are consistent in quality, specifications, and user efficiency with the approved trial sample. Both parties will acknowledge the importance of the trial PPE sample as a quality assurance measure and will agree to work collaboratively to ensure that the final delivery aligns with the agreed-upon specifications.

15.3. Failure to complete any of the Returnable Documents, where applicable, in accordance with the instructions contained therein, or otherwise comply with other provisions contained in this RFT, may disqualify Respondents, at GPW's discretion.

15.4. GPW reserves the right to:

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

15.4.2. cancel this RFT or any part thereof at any time;

15.4.3. not extend the closing date of this RFT

15.4.4. not necessarily accept the Tender Submission obtaining the Highest Score;

15.4.5. reject any Tender that:

- i. fails to commit to the key deliverables required by this RFT;
- ii. is submitted not as set out in clause 7;

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- iii. contains any information that is found to be incorrect or misleading in any way; or
  - iv. is not completed in full and/or initialled as required.
- 15.5. During the evaluation process, no change in the content of Tender Submissions shall be sought, offered or permitted.
- 15.6. GPW reserves the right to seek clarity or confirmation on the information submitted. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids. GPW will only allow questions be asked to bidders for clarification needed to evaluate their bids but should not ask or permit bidders to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses will be made in writing.
- 15.7. Respondent's delivery of a Tender Submission constitutes acceptance by Respondent of the Conditions of Tender.
- 15.8. This RFT is an invitation to the Respondent to make an offer to GPW. No binding contract or other understanding will exist between GPW and the Respondent unless and until the Definitive Agreement is entered into. Nothing in this RFT or any other communication made between GPW (including its officers, employees, advisers and representatives) and the Respondent will constitute an agreement or representation that GPW will offer, award or enter into a contract.
- 15.9. GPW reserves the right in its sole discretion to amend, vary, or supplement any of the information, terms or requirements contained in this RFT, any information or requirements delivered pursuant to this RFT, or the structure and/or schedule of the RFT process, at any time. Respondents will have no claim against GPW or against any of its officers, employees, advisers and/or representatives with respect to the exercise of, or failure to exercise, such right.
- 15.10. Once the Respondent has submitted its Tender Submission, GPW will not accept or allow any material modification of the information contained in the Tender Submission unless agreed during the negotiations phase. No substitution of information or documentation by the Respondent will be permitted under any circumstance once the Respondent has delivered its Tender Submission.
- 15.11. Validity Period
- i. All Tender Submissions shall remain valid for 90 days from the Closing Date. GPW reserves the right to reject any Tender Submission that is valid for a period less than

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90 days.

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

15.12. The Respondent's participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Respondent's sole risk, cost and expense. GPW will not be responsible, whether on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi-contractual, restitutionary or other grounds, for any costs or expenses incurred by the Respondent in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Respondent's participation in the RFT process. All costs associated with the submission of any additional requested information, the preparation thereof and attendance of clarification meetings, will be the sole responsibility of the Respondent.

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

15.14. Collusive Conduct; Improper Assistance; No Inducements.

- i. As declared in the relevant Returnable Document, neither the Respondent nor any of its officers, employees, advisers or other representatives will engage in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process.
- ii. Neither the Respondent nor any of its officers, directors, employees, advisers or other representatives will seek any assistance, other than assistance officially provided by GPW in conjunction with the RFT process, from any GPW employee, adviser or other representative with respect to this RFT process.
- iii. Neither the Respondent nor any of its officers, directors, employees, advisers or other representatives will make or offer any gift, gratuity, or other inducement, whether lawful or unlawful, to any of GPW's officers, employees, advisers or other representatives, with respect to this RFT process.
- iv. In addition to any other remedies available to it under any law or any contract, GPW reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a Respondent that engages in any conduct described in clauses i to

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#### 15.15. Proprietary Rights in RFT and Tender Submissions

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

#### 15.16. Publicity

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

#### 15.17. Decisions on Tenders

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

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

- i. recover from the Respondent all costs, losses or damages incurred or sustained by GPW as a result of the award of the contract; and/or
- ii. cancel the contract and claim any damages which GPW may suffer as a result of having to make less favourable arrangements; and/or
- iii. impose on the Respondent, a penalty not exceeding five per cent of the value of the contract.

#### 15.18. Notification

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

#### 15.19. Restriction from Tendering or Contracting

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

- i. failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement;
- ii. failed to react to written notices properly sent to it; or
- iii. offered or given a bribe or any other inducement, or has acted in a fraudulent manner or in bad faith or in any other improper manner.

#### 15.20. Representation

- i. Each Respondent hereby represents and warrants to GPW that the information provided herein is true and correct as at the Closing Date.
- ii. By signing this RFT Document, the Respondent is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFT, including those contained in the Returnable Documents and GPW will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

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

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

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Who hereby warrants his /her authority

--- End of RFT Section A –

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Annexure SBD 1**PART A  
INVITATION TO BID**

BID NUMBER:	GPW-2024/25-04	CLOSING DATE:	12 August 2024	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SUPPLIER TO PROCURE AND DELIVER PERSONAL PROTECTIVE EQUIPMENT TO GOVERNMENT PRINTING WORKS FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Tender Box adjacent to the main entrance at: 149 Bosman Street, Pretoria, 0002					
By Hand (Courier Only): Ms Anna-Marie du Toit, Supply Chain Management Section, Room 16, 149 Bosman Street, Pretoria, 0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Noko Kekana		CONTACT PERSON	Ndivhuwo Ndaba	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Noko.Kekana@gpw.gov.za		E-MAIL ADDRESS	ndivhuwo.ndaba@gpw.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	

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☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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, 2022, 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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

----end of document SBD 1 ---

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**Annexure SBD 4**

**GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**  
149 Bosman Street, Private Bag X 85. Pretoria, 0001  
Sihle.Ngubane@gpw.gov.za Tel. (012) 748 6344

**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 interest<sup>1</sup> 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.

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<sup>1</sup> 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.

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Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship 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 consortium<sup>2</sup> will not be construed as collusive bidding.

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

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- 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 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

--End of Annexure SBD 4 --

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**Annexure SBD 6.1****GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022****TENDER GPW-2024/25-04**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

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**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof ownership by persons with disability together with the bid will be interpreted to mean that preference points for ownership by persons with disability are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- (b) **“prices”** 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;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Preferential Procurement Regulations 2022, preference points must be awarded to a bidder for attaining points in accordance with the table below:

SPECIFIC GOALS	POINTS ALLOCATED 80/20	POINTS ALLOCATED 90/10
OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS	10	5
OWNERSHIP BY WOMEN	8	4
OWNERSHIP BY PERSONS WITH DISABILITY	2	1
TOTAL	20	10

5. BID DECLARATION

5.1 Bidders who claim points in respect of the indicated specific goals must complete the following:

6. SPECIFIC GOALS CLAIMED:

SPECIFIC GOALS	POINTS CLAIMED
OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS	
OWNERSHIP BY WOMEN	
OWNERSHIP BY PERSONS WITH DISABILITY	
TOTAL POINTS CLAIMED – MAXIMUM 20 POINTS	

6.1 A letter from the relevant authority must substantiate points claimed in ownership by persons with disability.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 f yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) Points claimed for specific goals of the sub-contractor.....

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(Tick applicable box)

YES		NO	
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- iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:
- v)

Designated Group: owned by:	INDICATE WITH √
Black people	
Women	
People with disabilities	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

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8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals preference points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

.....

---End of document SBD 6.1---

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**Annexure FORM IV**

149 Bosman Street, Private Bag X 85. Pretoria, 0001

**FORM 4(iv) – CONSENT FORM****APPLICATION FOR THE CONSENT OF A SUPPLIER/SERVICE PROVIDER FOR THE PROCESSING  
OF PERSONAL INFORMATION FOR THE PURPOSE OF TENDER NUMBER:****IN TERMS OF SECTION 11 (2) (a) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT  
NO. 4 OF 2013)****TO (SUPPLIER OR SERVICE PROVIDER NAME):****FROM: GOVERNMENT PRINTING WORKS**Contact number(s): 012 764 3959

Fax number: N/A

E-mail address: selaelo.ramusi@gpw.gov.za

Full names and designation of person signing on behalf of responsible party:

**SELAELO RAMUSI*****Signature of designated person***

Date:

**PART B**I, \_\_\_\_\_ (full names of supplier/service provider  
representative) hereby:☐ Give my consent.For my information to be published in the National Treasury Eportal that is available online  
on www.gpw.gov.za and on www.etenders.gov.za or the website of the Government  
Communication and Information Systems (GCIS).

Signed at ..... this ..... day of .....20.....

.....  
*Signature of Supplier/Service Provider Representative*

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**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

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- 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.

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- 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 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,

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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 document and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### 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.

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- 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

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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

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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

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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.

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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 fulfilment 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

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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

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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

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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

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person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if 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.

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**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**

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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.

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

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

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

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

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

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

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

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

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

General Conditions of Contract (revised July 2010)

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