



DEPARTMENT	GOVERNMENT PRINTING WORKS
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER OCCUPATIONAL AND PRIMARY HEALTH CARE SERVICES TO GOVERNMENT PRINTING WORKS FOR A PERIOD OF FIVE (5) YEARS.
TENDER NUMBER	GPW-2025/26-03

BRIEFING SESSSION	<input checked="" type="checkbox"/> Yes	No <input type="checkbox"/>	SESSION COMPULSORY	<input checked="" type="checkbox"/> Yes	No <input type="checkbox"/>
BRIEFING	VENUE	149 BOSMAN STREET, CANTEEN AREA		TIME	10H00
	DATE	09 SEPTEMBER 2025			

CLOSING DATE	25 SEPTEMBER 2025
CLOSING TIME	11H00
VALIDITY PERIOD	90 Days

Notes:

- All tenders must be deposited in the Tender Box at the advertised address:
- Tenders must be deposited in the Tender Box on or before the closing date and time.
- Tenders submitted by fax will not be accepted.
- This tender 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 TENDER BEING DISQUALIFIED)**



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Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

**REQUIREMENTS FOR REGISTERED TENDERERS 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	
CSD Supplier number	
Company name (Legal & Trade as)	
Company registration No	
Tax Number	
VAT number (If applicable)	
Street Address	Postal Address
CONTACT DETAILS	
Contact Person	
e-mail address	
Telephone Number	
Cell Number	

NB: Tenderers 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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Government Printing Works
REPUBLIC OF SOUTH AFRICA

IT IS A CONDITION OF TENDERING THAT –

- 1.1 The taxes of the successful tenderer **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 Tenderers 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.
- 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, tenderer must supply printed Tax Clearance Certificate**
- 1.6 In tenders 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 tenderer is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

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BID NUMBER: GPW-2025/26-03

CLOSING DATE: 25 SEPTEMBER 2025

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS



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

INVITATION TO TENDER

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER OCCUPATIONAL AND
PRIMARY HEALTH CARE SERVICES TO GOVERNMENT PRINTING WORKS FOR A
PERIOD OF FIVE (5) YEARS.**

TENDER NUMBER: GPW-2025/26-03

BRIEFING SESSION DATE: 09 SEPTEMBER 2025 @ 10H00

CLOSING DATE: 25 SEPTEMBER 2025 @11H00

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**

- 1.1. Reference to any gender implies also the other genders;
- 1.2. Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:
- 1.2.1. **“Business Days”** shall mean any day other than a Saturday, Sunday and public holiday in South Africa;
- 1.2.2. **“Business continuity management system”** shall mean a system that channels efforts to achieve and maintain business continuity objectives at the GPW;
- 1.2.3. **“Closing Date”** shall mean **25 September 2025** not later than 11h00;
- 1.2.4. **“Conditions of Tender”** shall mean the conditions of tender set out in clause 11;
- 1.2.8. **“Constitution”** shall mean the Constitution of the Republic of South Africa, 1996;
- 1.2.9. **“Definitive Agreement”** shall mean the supply and services agreement to be concluded between GPW and the Successful Tenderer substantially on the terms contained in the Term Sheet, together with all schedules to be attached thereto or referenced therein;
- 1.2.10. **“Environmental management system”** shall mean a system that channels efforts to achieve and maintain environmental objectives at the GPW;
- 1.2.11. **“GPW or Government Printing Works”**, a component of the South African government established under section 7A of the Public Services Act, 1994;
- 1.2.12. **“Highest acceptable tender”** shall mean A tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- 1.2.13. **“Health Professional Council of South Africa”** shall mean the statutory body that regulates and oversees the health professions in South Africa.

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- 1.2.14. **“Information security management system”** shall mean a system that channels efforts to achieve and maintain information security objectives at the GPW;
- 1.2.15. **“OBO”** means On Behalf Of;
- 1.2.16. **“Occupational Health & Safety management system”** shall mean a system that channels efforts to achieve and maintain occupational health and safety objectives at the GPW;
- 1.2.17. **“PAJA”** shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;
- 1.2.18. **“PFMA”** shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act for 2022;
- 1.2.19. **“Premises”** shall mean GPW’s facilities where business operations are conducted – 149 BOSMAN Street, Pretoria, South Africa. Once the service provider is appointed, they will visit 149 BOSMAN Street, Pretoria in order to entrench and execute the project’s roll-out;
- 1.2.20. **“PHC” (Primary Health Care)** shall mean health systems to support a person’s health needs from health promotion to disease prevention, treatment, rehabilitation and more;
- 1.2.21. **“Procurement Act”** shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act for 2022;
- 1.2.22. **“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, Preferential Procurement Policy Framework Act of 2000 and its applicable regulations of 2022, practice notes and all other relevant laws and policies;
- 1.2.23. **“Quality management system”** shall mean a system that channels efforts to achieve and maintain quality objectives at the GPW;
- 1.2.24. **“Returnable Documents”** shall mean the following documents:
- 1.2.24.1. Annexure One : RFT document consisting of Pricing Schedule;
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- 1.2.24.2. Annexure Two: Company Profile including but not limited to a project list of a number of projects of similar work and their duration;
 - 1.2.24.3. Annexure Three: Bidder's Accredited SANC /Proof of valid membership with the HPCSA Certifications and Dispensing License;
 - 1.2.24.4. Annexure Four: Proposal on the approach the tenderer will adopt to implement the project.
 - 1.2.24.5. Annexure Five: Details of the recommended GPW personnel complement;
 - 1.2.24.6. Annexure Six: Qualifications of bidder's personnel to be allocated to GPW for the project;
 - 1.2.24.7. Annexure Seven: Contactable references
 - 1.2.24.8. Annexures A: JV/Consortium Agreement (if applicable)
 - 1.2.24.9. Annexure B: Term Sheet
 - 1.2.24.10. Annexure C: Proof of registration with Central Supplier Database
 - 1.2.24.11. Annexure D: Briefing session attendance certificate
 - 1.2.24.12. Duly completed and signed Annexure SBD 1 – Invitation to Bid;
 - 1.2.24.13. Duly completed and signed Annexure SBD 4 – Bidder's Disclosure;
 - 1.2.24.14. Duly completed and signed Annexure SBD 6.1 – Preference Point Claim
 - 1.2.24.15. Duly declaration of respondent's past supply chain management practices Annexure SBD 8
 - 1.2.24.16. Certificate of independent bid determination annexure SBD 9
 - 1.2.24.17. Duly completed and signed Consent Form – Form IV
 - 1.2.24.18. General Conditions of Contract
 - 1.2.25. **“Security operations management system”** shall mean a system that channels efforts to achieve and maintain security operations objectives at the GPW
 - 1.2.26. **“South African Nursing Council”** shall mean the statutory body that regulates nursing in South Africa.

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- 1.2.27. **“Successful Tenderer”** shall mean the person to whom the Definitive Agreement is awarded through the process contemplated in this RFT;
- 1.2.28. **“Specific goals”** shall mean Specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No.16085 dated 23 November 1994;
- 1.2.29. **“Tender”** shall mean a written offer on the tender documents prescribed by the Accounting Authority response to an invitation to tender;
- 1.2.30. **“Tenderer”** shall mean the person submitting a Tender (i.e. the Tenderer) in response to this RFT;
- 1.2.31. **“Term Sheet”** shall mean the term sheet attached hereto as Annexure B and which will form part of the Definitive Agreement;

2. INTRODUCTION AND GPW REQUIREMENTS

- 2.1. Government Printing Works is mandated to provide Security Printing for all the government departments and other organisations that requires their services. The nature of the operations within GPW are of manufacturing in nature where employees are operating machines on a daily basis and engage with hazardous chemicals. As outline by the Occupational Health and Safety Act, the employer has to provide a healthy and safe working environment that will ensure that the employee's health and wellbeing.
- 2.2. To protect GPW from possible litigations linked to workplace injuries and health issues, the GPW is required to have occupational medical records of all employees from the date of appointment till resignation or during termination. Occupational injuries that are referred to hospitals will need to be monitored within the workplace to ensure successful rehabilitation of the injured employees. It is a legal requirement that employees who are exposed to occupational hazards such as machine injuries, noise exposure and hazardous chemicals be subjected to annual medial checks to assess their exposure level
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and mitigate the risk associated with it.

2.3. Primary Health Care Services addresses the broader determinants of health and focuses on the comprehensive and interrelated aspects of physical, mental, social health and wellbeing.

2.4. It is for this reason that GPW seeks to appoint the Service Provider who will be able to provide Occupational and Primary Health Care Services to GPW employees for the period of five years.

2.5. Requirements

2.5.1. The following are the GPW's requirements:

2.5.1.1. The objective of the project is to provide GPW employees with a comprehensive Occupational and Primary Health Care Services, including preventative care, routine check-ups, vaccinations, screenings and treatment for common illnesses. The Occupational and Primary Health Care Service Provider focusing on:

2.5.1.2. Primary Health Care Services including family planning and refer to health specialist for further treatment during working hours and after hours (overtime) when the need arises and refer to health specialist/ hospital for second opinion

2.5.1.3. Conduct annual occupational health risk assessment and refer for further medical assessment

2.5.1.4. Conduct the pre-employment and exit medical check up

2.5.1.5. Management of IOD and Occupational Diseases and refer for further medical assessment

2.5.1.6. Management of Disease outbreak

2.5.1.7. Management and immunization of communicable and non-communicable diseases including infectious disease

2.5.1.8. Generate the Department of Labour compliance report

2.5.1.9. Conduct health education sessions/workshops as per the National Health

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Calendar and distribute educational materials for preventative measures and healthy lifestyle

2.5.1.10. Medical Practitioner/Doctor on site (twice a month, 3 hours per day)

2.5.1.11. Provide medical and non-medical consumables

2.5.1.12. Provide full functional Clinics that can operate in all the GPW regional offices including Saturdays and Sundays and after hours on request (during overtime). There is also a possibility for relocation of Bosman Office to Visagie Building but the total number of employees will remain 850.

2.5.1.12.1. Visagie building (A full functional Clinic)

2.5.1.12.2. Zandfontein (2 days a week, 5hrs per day)

2.5.1.12.3. Mmabatho (2 days a week, 5hrs per day)

2.5.1.12.4. Polokwane (2 days a week, 5hrs per day)

2.5.1.12.5. East London (2 days a week, 5hrs per day)

2.5.2 Services to be delivered:

2.5.2.1 Provide Primary Health Care Services including family planning and refer to health specialist for further treatment during working hours and after hours (overtime) when the need arise.

2.5.2.2 Conduct annual occupational health risk assessment.

2.5.2.3 Management of Occupational Injuries and diseases and refer for further medical assessment.

2.5.2.4 Conduct pre and exit employment medical checks.

2.5.2.5 Management of disease out-break.

2.5.2.6 Conduct health educational workshops/sessions as per the National Health Calendar and distribute educational materials for preventative measures and healthy lifestyle.

2.5.2.7 Health and Wellness educational workshop/talks.

2.5.2.8 Management and immunization of communicable and non-
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communicable including infectious diseases.

2.5.2.9 Monitoring and reporting and analysis of trends.

2.5.2.10 Provide essential medical consumables.

2.5.2.11 Workman's compensation and DOL compliance and reporting.

2.5.2.12 Medical Practitioners Doctor on site bimonthly.

2.5.2.13 Dispense licences of the Nurse including the service provider.

2.5.2.14 Provide full functional clinic at Visagie building.

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

3 TENDER DOCUMENTATION

3.1 The document compact contains the following:

- 3.1.1 Annexure One: RFT document consisting of Pricing Schedule;
- 3.1.2 Annexure Two: Company Profile including but not limited to a project list of a number of projects of similar work and their duration;
- 3.1.3 Annexure Three: Bidder's Accredited SANC /Proof of valid membership with the HPCSA Certifications and Dispensing License;
- 3.1.4 Annexure Four: Proposal on the approach the tenderer will adopt to implement the project;
- 3.1.5 Annexure Five: Details of the recommended GPW personnel complement;
- 3.1.6 Annexure Six: Qualifications of bidder's personnel to be allocated to GPW for the project;
- 3.1.7 Annexure Seven: Contactable references;
- 3.1.8 Annexures A: JV/Consortium Agreement (if applicable)
- 3.1.9 Annexure B: Term Sheet
- 3.1.10 Annexure C: Proof of registration with the Central Supplier Database (CSD)

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- 3.1.11 Annexure D: Briefing session attendance certificate
- 3.1.12 SBD documents namely Annexure SBD 1 (invitation to bid), Annexure SBD 4 (Bidder's Disclosure and Annexure SBD 6.1 (preference point claim form), General Conditions of Contract and declaration of interest SBD 4,
- 3.1.13 Consent form – Form IV
- 3.2 The Tenderer shall check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description, or this document contains any obvious errors, the Tenderer shall notify the contact persons 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 IMPORTANT DATES AND TIMES

4.1 Key Dates and Activities

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

No	Description	Date
1	RFT Documents available for collection/download	02/09/2025
2	Briefing session	09/09/2025
3	Last date to submit written clarification questions	15/09/2025
4	Last date for GPW to respond to written questions, if any, in writing	17/09/2025
5	Tender submissions due (Closing Date)	25/09/2025

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

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5 ADDITIONAL INFORMATION AND ENQUIRIES

- 5.1 A signed attendance certificate will be issued to each Tenderer present at the briefing session, which must be submitted as part of the Returnable Documents. Attendance is limited to a maximum of 2 (two) representatives per Tenderer.
- 5.2 If a tenderer requires a reissued briefing certificate, a verification will be made against a signed attendance register and an affidavit will also be required as to the reason for its reissue. If there is no proof of attendance via the register, no attendance certificate will be issued
- 5.3 Tenderers may also submit written questions via e-mail to the contact person as indicated in this RFT document, until 16h00 on 15 September 2025. GPW will, in its reasonable discretion, endeavour to answer in writing before 16h00 on 17 September 2025 all questions received by GPW and their corresponding answers will be shared with all Tenderers (without disclosing the identity of the Tenderer who asked the question).

6 TENDER SUBMISSION

- 6.1 Tenderers are requested to initial each page of the RFT Document and sign in full where appropriate.
- 6.2 Tenders must be submitted:
- 6.2.1 in hard copy no later than the Closing Date; and
 - 6.2.2 deliver the tender submissions to:

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TENDER BOX	HAND DELIVERY
<p>The tender box is situated:</p> <p>Adjacent to the main entrance,</p> <p>149 Bosman Street,</p> <p>PRETORIA</p> <p>Republic of South Africa</p>	<p>Ms. Noko Kekana</p> <p>Government Printing Works</p> <p>Supply Chain Management Section Room 16</p> <p>149 Bosman Street</p> <p>PRETORIA</p> <p>Republic of South Africa</p>

- 6.3 All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.
- 6.4 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.
- 6.5 No late Tender Submission will be accepted regardless of how late it is.

7 JOINT VENTURES/CONSORTIUMS

- 7.1 If contemplating a JV or consortium, Tenderers should submit a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party. The agreement should also state in very clear terms that the parties will be jointly and severally liable to GPW, despite the split of business and associated responsibilities.
- 7.2 Documentation pertaining to par. 7.1 must be submitted as Annexure A, being part of the Returnable Documents

8 COMMUNICATION

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

For Technical specifications

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Ms. Lerato Machika at Lerato.Machika@gpw.gov.za

OR

Ms. Nomthandazo Shandu at Nomthandazo.Shandu@gpw.gov.za

AND

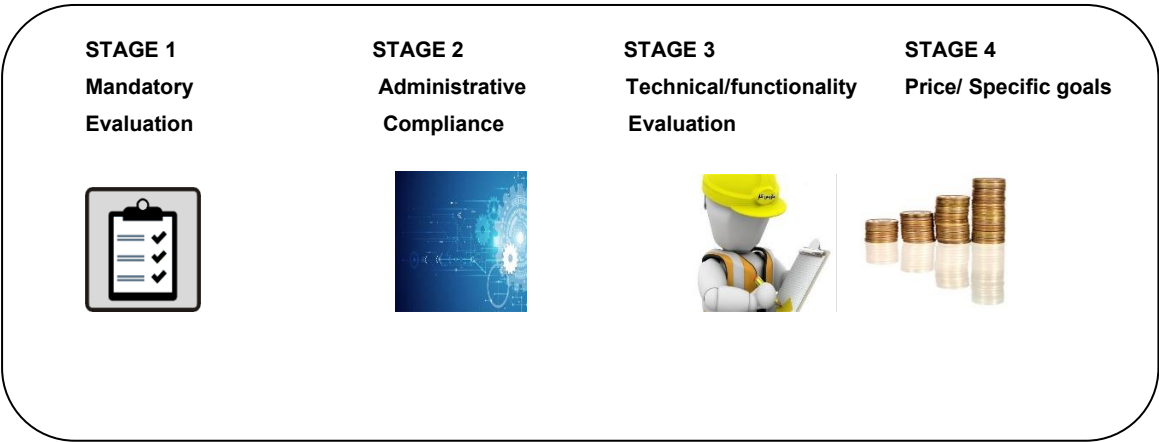
For SCM related queries

Ms. Noko Kekana at noko.kekana@gpw.gov.za

8.2 A Tender Submission will be disqualified should any attempt be made by the submitting Tenderer either directly or indirectly to canvass any officer or employee of GPW in respect of this RFT between the Closing Date and the date of the award of the contract.

9 TENDER EVALUATION

9.1 GPW will utilise the methodology and criteria, as defined per Table 10.1(a) below, in selecting the successful Tenderer.



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

9.3 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

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disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold of **75 points** on Functionality stage will also not be considered for the next stage on **Price and Preference (specific goals)**.

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

9.4.1 Stage 1: Mandatory Compliance

9.4.2 Stage 2: Administrative Compliance

9.4.3 Stage 3: Functionality Evaluation

9.4.4 Stage 4: Price and Preference (Specific goals)

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

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

9.4.1 Stage 1: Mandatory Compliance

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

- 9.4.1.1 Signed Compulsory Briefing Certificate
- 9.4.1.2 Certified copy of a valid dispense license certificate by a service provider (Certification should not be older than 6 months before the close of tender), no copy of a certified copy will be accepted.
- 9.4.1.3 Certified copies of a valid dispense license for the key personnel (two nurses and medical doctor)

9.4.2 Stage 2: Administrative Compliance

Tenderers are required to fully complete, sign and submit all Standard Bidding Documents (SBDs)

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- 9.4.2.1 SBD 1 - Invitation to bid
- 9.4.2.2 Duly completed and signed SBD 4 - Bidder’s Disclosure form
- 9.4.2.3 SBD 6.1 - Preference Points Claim form
- 9.4.2.4 Tax compliance status pin
- 9.4.2.5 Proof of registration with Central Supplier Database
- 9.4.2.6 Company CIPC registration documents
- 9.4.2.7 Company profile

9.4.3 Stage 3: Functionality / Technical Evaluation

The functionality evaluation will be in stage 4. Any bidder who does not meet the minimum threshold of **75 points** functionality stage will be eliminated and will not be considered for the next stage of evaluation which is Price and Preference.

Stage 3 – Technical/Functionality Evaluation

1.	CRITERIA	Weight
1.1	<p>Project Plan with intermediate and final outputs identified timeframes/milestones, proposed methodology and management of the project.</p> <p>1. Submit a detailed project plan on how the Service Provider intends to deliver their services in line with 2.5.2 above.</p> <p>2. These criteria will be scored in terms of the following 6 sub-criterion.</p> <p>2.1 The methodology is clear and easy to understand.</p> <p>2.2 The methodology includes sequential activities.</p> <p>2.3 The activities in the methodology are linked to clear outputs.</p> <p>2.4 The methodology outlines an allocation of</p>	30

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	<p>human resources for all activities</p> <p>2.5 The timelines for activities and outputs are scheduled appropriately; and</p> <p>2.6 The approach and methodology must include risks and control measures.</p> <ul style="list-style-type: none"> • An approach and methodology that meets all 6 of the above 6 criteria will be given a full score of (30 points). • An approach and methodology that meets between any 4 and 5 of the above 6 criteria will be given a score of (20 points). • An approach and methodology that meets between any 2 and 3 of the above 6 criteria will be given a score of (10 points). • An approach and methodology that meets less than 2 of the above 6 criteria will be given a score of (0 Points) 	
1.2	<p>COMPANY EXPERIENCE</p> <p>The bidder should have experience to similar services for provisioning of clinic/primary health care and mobile services to either private or public sector.</p> <p>Bidders must submit proof of similar work done in the area(s) listed above as follows.</p> <ol style="list-style-type: none"> The Appointment Letter/Purchase Order/ Works Order/ Contract on a client letterhead must be provided. A proof of appointment on a client letterhead for period not less than six (6) months is required from the client. Where one set of Appointment/ Purchase order/ Works Order/Contract to multiple Projects or to Multiple Areas of Work, this must be clearly indicated. A proof of appointment for period not less than six (6) months is required from the client. Panel Appointment Letters will not be accepted without accompanied by Purchase Order/Task Orders/Work Order/ Similar. 	30

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	<p>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 will not be considered.</p> <p>This criteria will be scored as follows:</p> <ul style="list-style-type: none"> • 6 or more Appointment Letter/Purchase Order/ Works Order/ Contract (30 points) • 4-5 Appointment Letter/Purchase Order/ Works Order/ Contract (20 points) • 2-3 Appointment Letter/Purchase Order/ Works Order/ Contract (15 points) • 1 Appointment Letter/Purchase Order/ Works Order/ Contract (10 points) • No Appointment Letter/Purchase Order/ Works Order/ Contract (0 points) 	
1.3	<p>Provide reference letters with letterhead of the company and signed-for by the company representative(s) of the clients where the provisioning of clinic/primary health care and mobile services were rendered.</p> <p>The signed reference letters/completion certificates on a client letterhead MUST correspond to the appointment letters/ purchase orders/ contract/works orders per in 1.2 above.</p> <p>6 or more contactable reference letters (20 points) 4-5 contactable reference letters (15 points) 2-3 contactable reference letters (10 points) 1 contactable reference letter (5 points) 0 contactable reference letter (0 points)</p>	20

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1.4	<p>Key personnel</p> <p>2x Occupational Health Nurses (8 points)</p> <p>Minimum of two CV's for occupational health nurses should be submitted with years of experience and qualifications:</p> <p><i>Both Occupational Health Nurses should meet the following requirements to be able to score points (Should one occupational health nurse not meet the requirements no points will be scored).</i></p> <p>Qualifications: Minimum of NQF level 7/ Degree in Nursing/Occupational Health Nursing for both Occupational Nurses.</p> <p>Experience: minimum of 4 years in occupational health nursing environment.</p> <p>Professional Registrations: Valid Occupational Health Nurse Registration with Relevant Professional Body (SANC or HPCSA).</p> <p>NB: No points will be scored for not submitting qualifications, experience and professional registrations for both Occupational Health Nurses.</p> <p>1x Medical Doctor (12 points)</p> <p>Qualifications: NQF level 8 in medicine and surgery /Medical Doctor's Qualification (Bachelor of Medicine and Surgery).</p> <p>Experience: Minimum of 5 years experience as a Medical Practitioner.</p> <p>Professional Registrations: Valid HPCSA Registration for the Medical Doctor.</p>	20
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Initial here obo Tenderer

	NB: No points will be scored for not submitting qualifications, experience and professional registrations for Medical doctor.	
	TOTAL POINTS	100
	MINIMUM THRESHOLD	75

NB: All certificates must be certified and no copy of a certified copy will be accepted.

9.4.4 Stage 4: Price and Preference Points System

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.

9.4.4.1 GPW will apply the 80/20 preference point system,

9.4.4.2 For purposes of this tender the tenderer 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.

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

9.4.4.3 The value of the project is estimated to be below R 50 000 000, 00 therefore the 80/20 scoring system will be applied.

The following weighting will apply to price and Specific Goals in accordance with the provisions of the relevant Procurement Laws:

Evaluation Criteria	Final Weighted Score
Price	80
Specific Goals	20
TOTAL SCORE	100

Initial here obo Tenderer

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 Tenderer 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 tenderer)
	80/20	
Black ownership	10	
Women	8	
Disability	2	

Tenderers 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.

10 CONDITIONS OF TENDER

10.1 GPW reserves the right to:

- 10.1.1 Make no award (e.g. reject all Tender Submissions) or award only a portion of the services required under this RFT;
- 10.1.2 Cancel this RFT or any part thereof at any time;
- 10.1.3 Not necessarily accept the Tender Submission obtaining the Highest Score;
- 10.1.4 Not extend the closing date

Initial here obo Tenderer

10.1.5 Reject any Tender that:

10.1.5.1 Fails to commit to the key deliverables required by this RFT;

10.1.5.2 Is submitted not as set out in clause 7;

10.1.5.3 Contains any information that is found to be incorrect or misleading in any way; or

10.1.5.4 Is not completed in full.

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

10.3 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 forward questions to bidders for clarification, needed to evaluate their bids but will 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. Tenderer's delivery of a Tender Submission constitutes acceptance by Tenderer of the Conditions of Tender.

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

10.5 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 up to 25 September 2025. Tenderers will have no claim against GPW or against any of its officers, employees, advisers and/or representatives with respect to the exercise of, or failure to exercise, such right.

10.6 Validity Period

10.6.1 All Tender Submissions shall remain valid for 90 days from the Closing Date.

Initial here obo Tenderer

GPW reserves the right to reject any Tender Submission that is valid for a period less than 90 days.

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

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

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

10.9 Collusive Conduct; Improper Assistance; No Inducements.

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

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

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

Initial here obo Tenderer

10.9.4 In addition to any other remedies available to it under any law or any contract, GPW reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a Tenderer that engages in any conduct described in clauses 10.9.1 to 11.10.3

10.10 Proprietary Rights in RFT and Tender Submissions

10.10.1 GPW shall own all intellectual property rights in the information and ideas developed, including the developed software, 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 Tenderer

10.11 Publicity

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

10.12 Decisions on Tenders

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

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

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

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

10.12.2.3 Impose on the Tenderer, a penalty not exceeding five per cent of the value of the contract.

10.13 Notification

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

Initial here obo Tenderer

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

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10.14 Restriction from Tendering or Contracting

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

10.14.1.1 Failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement;

10.14.1.2 Failed to react to written notices properly sent to it; or

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

10.15 Representation

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

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

Signed at _____ this _____ day of _____ 2025

For and on Behalf of _____

Name: _____

Position: _____

Who hereby warrants his authority.

--- End of RFT Section A ---

Initial here obo Tenderer

Annexure ONE

Tender number: GPW-2025/26-03

PRICING SCHEDULE

Pricing schedule for services								
Item Description	Unit of Measure	Rate (Amount in Rands)	Quantity (where applicable)	Total per annum (Year 1)	Total per annum (Year 2)	Total per annum (Year 3)	Total per annum (Year 4)	Total per annum (Year 5)
Occupational Health Care (OHC) AND Primary Health Care (PHC) services								
OHC and PHC services - Occupational Medical Practitioner (OMP) 3 hrs/day twice per month	Monthly	R	3 hrs per day (twice a month)	R	R	R	R	R
OHC and PHC services : Occupational Health Nurse Practitioner (OHNP) – 8 hrs/day during week days at Visagie building,	Daily	R	8 hrs per/day	R	R	R	R	R
OHC and PHC services : Occupational Health Nurse Practitioner (OHNP) – 3 hrs/day for after hours at Visagie building,	Daily	R	3 hrs per day	R	R	R	R	R
OHNP – 5 hrs/day twice a week at Zandfontein	Weekly	R	5 hrs/day (twice a week)	R	R	R	R	R
OHNP – 5 hrs/day twice a week at Polokwane	Weekly	R	5 hrs/day (twice a week)	R	R	R	R	R
OHNP – 5 hrs/day twice a week at Mmabatho	Weekly	R	5 hrs/day (twice a week)	R	R	R	R	R
OHNP – 5 hrs/day twice a week at East London	Weekly	R	5 hrs/day (twice a week)	R	R	R	R	R
Non-medical consumables	Yearly	R	850 employees	R	R	R	R	R

Pricing schedule for services								
Item Description	Unit of Measure	Rate (Amount in Rands)	Quantity (where applicable)	Total per annum (Year 1)	Total per annum (Year 2)	Total per annum (Year 3)	Total per annum (Year 4)	Total per annum (Year 5)
Medical consumables	Yearly	R	850 employees	R	R	R	R	R
Management fee	Monthly	R	850 employees	R	R	R	R	R
Employee Health Screening								
Body Mass Index	per person	R	850 employees	R	R	R	R	R
Blood Pressure and Pulse Reading	per person	R	850 employees	R	R	R	R	R
VCT-HIV	per person	R	850 employees	R	R	R	R	R
Cholesterol	per person	R	850 employees	R	R	R	R	R
Full Lipid Screening	per person	R	850 employees	R	R	R	R	R
Tuberculosis (TB)	per person	R	850 employees	R	R	R	R	R
Eye test	per person	R	850 employees	R	R	R	R	R
Hearing Test (Audiometry test)	per person	R	850 employees	R	R	R	R	R
Lung functionality Test (Spirometry test)	per person	R	850 employees	R	R	R	R	R
Calibration	per visit	R	Annual	R	R	R	R	R
Occupational hygiene survey								
Pretoria Head Office (Visagie and Zandfontein Buildings)	Annual	R	1 report	R	R	R	R	R

Pricing schedule for services								
Item Description	Unit of Measure	Rate (Amount in Rands)	Quantity (where applicable)	Total per annum (Year 1)	Total per annum (Year 2)	Total per annum (Year 3)	Total per annum (Year 4)	Total per annum (Year 5)
East London Regional Warehouse	Annual	R	1 report	R	R	R	R	R
Polokwane Regional Warehouse	Annual	R	1 report	R	R	R	R	R
Mmabatho Regional Warehouse	Annual	R	1 report	R	R	R	R	R
Disbursements								
Transport	Kilometres	R	10 000 km/annum	R	R	R	R	R
Total Amount (excl. vat)				R	R	R	R	R
15% vat				R	R	R	R	R
Total Amount (incl. vat)				R	R	R	R	R
Total project costs for five years (incl. vat)				R				

--End of Annexure ONE--

Annexure TWO

BIDDER'S COMPANY PROFILE – GPW-2025/26-03

The bidder must provide their company profile, which includes but not limited to a project list stipulating a number of projects with similar work and their duration, including contactable reference for each listed project, as per Section A, clause 1.2.23.2 of this RFT.

-- End of Annexure TWO--

Annexure THREE

**BIDDER'S CERTIFICATIONS TO SANC AND HPCSA ACCREDITATION OR EQUIVALENT
BODY – GPW-2025/26-03**

Please provide valid Dispensing License Including SANC and HPCSA Certificate or other equivalent bodies.

---End of Annexure Three---

Initial here obo Tenderer

Annexure FOUR

PROPOSAL ON THE PROJECT’S DEVELOPMENT AND IMPLENTATION APPROACH–

GPW-2025/26-03

Please provide a proposal on the best approach to be adopted towards the development and the implementation of the requirements of the project and the rationale behind the selected approach as stipulated in Section A clause 3.1.4 of this RFT

---End of Annexure Four---

Initial here obo Tenderer

Annexure FIVE

RECOMMENDED GPW EMPLOYEE COMPLEMENT : GPW-2025/26-03

Recommendation on the proposed GPW employee complement as specified in Section A, clause 3.1.5of this RFT.

---End of Annexure Five---

Initial here obo Tenderer

Annexure SIX

QUALIFICATIONS OF THE BIDDER’S PERSONNEL : GPW-2025/26-03

Please provide curriculum vitae including valid certifications for SANC and HPCSA for the tenderer’s team that will be allocated to the GPW for the duration of the project

---End of Annexure Six---

Initial here obo Tenderer

Annexure SEVEN

CONTACTABLE REFERENCES – GPW-2025/26-03

Please provide and attach a number of signed reference letters, for any of the required for the clinic services, on the clients’ letterhead with contactable client details, not older than three (3) years.

---End of Annexure Seven---

Initial here obo Tenderer

Annexure A

JOINT VENTURES/CONSORTIUMS : GPW-2025/26-03

All documentation, as referred to per Section A clause 7 of the RFT must be included here as Annexure A (if applicable) being part of the Returnable Documents.

--End of Annexure A --

Initial here obo Tenderer

Annexure B**TERM SHEET: GPW-2025/26-03**

Terms defined in the RFT, to which this Term Sheet is an annexure, shall have the same meaning in this Term Sheet as assigned to them in the RFT. This Term Sheet sets out the key terms to be contained in the Definitive Agreement. The terms contained herein are not exhaustive and may be added to at GPW's sole and absolute discretion. Some of the mandatory requirements and conditions contained in the RFT may be repeated and/or amplified in the Definitive Agreement.

No.	Term	Details
1.	Parties	<ul style="list-style-type: none"> Government Printing Works ("GPW"); and Successful Tenderer ("Tenderer") (each a "Party" and together as "Parties").
2.	Background and Purpose	To be set out substantially as set out in the RFT.
3.	Legal Effect	This Term Sheet sets out the key terms of the Definitive Agreement and is not in itself legally binding on the Parties, except that by signing and/or submitting this Term Sheet, the Tenderer agrees to the terms contained herein and undertakes to enter into the Definitive Agreement substantially on the terms contained herein.
4.	RFT	All the provisions of the RFT, in particular the mandatory requirements and the Conditions of Tender, will be incorporated in the Definitive Agreement.
5.	Appointment	GPW to appoint the Tenderer to supply it with the Solution.
6.	Price	The contract price will be as set out in the Tenderer's Tender Submission. Prices to be all-inclusive (i.e. inclusive of any taxes, packaging, insurance, transportation, etc.)
7.	Payment	Payment terms will be stipulated in the definitive agreement. Payment will be made in Rand or any other base currency, depending on what is agreed in the Definitive Agreement.
8.	Confidentiality	The provisions of this Term Sheet and those of the Definitive Agreement shall be kept strictly confidential, except when disclosure is required under any law or to give effect to the provisions of the Definitive Agreement.
9.	Infringement of Intellectual Property	The Solution should accord with the specifications, designs and instructions set out in the RFT. GPW shall not be liable for any infringement of any patent, trademark, copyright or manufacturing design and Tenderer to accept full responsibility for and indemnify GPW against any claims that may be brought against GPW by reason of any alleged infringement of a trademark, patent, copyright, design or otherwise arising out of the production, reproduction or use of the Solution or other documents in relation thereto. Despite this, the Tenderer shall not be relieved of liability to GPW in the event that the Tenderer is restrained from supplying the Solution and shall be liable to GPW for the full loss it sustains as a result of any breach under the Definitive Agreement. It shall be the responsibility and obligation of the Tenderer to contest any action brought against GPW which would attempt to restrain production, sale or distribution of the Solution or alleges any infringement of any trademark, patent, copyright or design by the Tenderer.
10.	Performance Security / Bond	A performance bond is not required

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

No.	Term	Details
11.	Interest on late payments	Interest calculated at Libor rate plus 2% shall accrue on the outstanding balance of all amounts due and payable but unpaid by GPW under the Definitive Agreement. Such interest shall be calculated from the due date of each such overdue amount to the date of payment thereof and shall be paid by GPW on demand.
12.	Governing Law	The entire provisions of the Definitive Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the Parties shall irrevocably and unconditionally consent to the non-exclusive jurisdiction of the North Gauteng High Court of South Africa in regard to all matters arising from the Definitive Agreement.
13.	Consents	The Parties to each acquire and maintain all consents, approvals and/or authorisations, which are necessary for the matters contemplated in the Definitive Agreement and to performance of their respective obligations under the Definitive Agreement.
14.	Compliance with Laws and Consents	Parties to comply with all relevant laws and consents. The Tenderer to indemnify GPW from and against any and all liabilities, damages, claims, fines, penalties, fees, costs and expenses of whatever nature arising out of or resulting from any failure by the Tenderer to comply with the relevant laws and obligations.
15.	Taxes	GPW shall be responsible for all South African taxes. The Tenderer shall be responsible for all foreign taxes.
16.	Subcontracting	Tenderer may not subcontract any of its obligations under the Definitive Agreement except within its group of companies. The Tenderer shall at all times be responsible to GPW for any subcontracted work.
17.	Consequential Loss	Neither Party shall be liable to the other under the Definitive Agreement or any applicable law, for any kind of indirect or consequential loss or damage (including loss of use, loss of profit, loss of any contract, loss of production or business interruption, loss of revenue) arising out of or in connection with the Definitive Agreement, except in relation to wilful misconduct or gross negligence.

Signed for and on behalf of the Tenderer

Date:

Place:

-- End of Annexure B --

Initial here obo Tenderer

Annexure C

CENTRAL SUPPLIER DATABASE DOCUMENTATION : GPW-2025/26-03

All documentation, as referred to per Section A clause 3.1.10 of the RFT must be included here as Annexure C being part of the Returnable Documents.

--End of Annexure C --

Initial here obo Tenderer

Annexure D

BRIEFING SESSION ATTENDANCE CERTIFICATE : GPW-2025/26-03

All documentation, as referred to per Section A clause 5 of the RFT must be included here as Annexure D being part of the Returnable Documents.

--End of Annexure D ---

Initial here obo Tenderer

Annexure SBD 1

PART A
INVITATION TO BID

BID NUMBER:	GPW-2025/26-03	CLOSING DATE:	25 SEPTEMBER 2025	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER OCCUPATIONAL HEALTH SERVICES (OHS) TO GOVERNMENT PRINTING WORKS FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Tender Box adjacent to the main entrance at: 149 Bosman Street, Pretoria, 0002					
By Hand (Courier Only): Ms Noko Kekana, Supply Chain Management Section, Room 16, 149 Bosman Street, Pretoria, 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Noko Kekana		CONTACT PERSON	Lerato Machika	
TELEPHONE NUMBER	(012)764 3961		TELEPHONE NUMBER	(012)748 6274	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	noko.kekana@gpw.gov.za		E-MAIL ADDRESS	lerato.machika@gpw.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /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]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, AN AGREEMENT MUST BE SUBMITTED
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

---End of document SBD 1 ---

Initial here obo Tenderer

Annexure SDB 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 interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

Initial here obo Tenderer

Full Name	Identity Number	Name of institution	State

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 consortium² will not be construed as collusive bidding.

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

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VALIDITY PERIOD: 90 DAYS

- 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.

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Annexure SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender.

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

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

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. 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. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	5	10		
Women	4	8		
Disability	1	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in Initial here obo Tenderer

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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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: GPW-2025/26-03

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) : 012 748 6346

Fax number: N/A

E-mail address: lifi.mahlasela@gpw.gov.za

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

Lifi Mahlasela

Signature of designated person

Date: 7/05/2025

PART B

I, _____ (full names of supplier/service provider representative) hereby:

☐ Give my consent.

For my information to be published in the National Treasury E-portal 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 of2025.....

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

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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.
- 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.

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

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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, 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

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on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for

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inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.

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

10. Delivery and documents

10.1 Delivery of the goods and services 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.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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

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.

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20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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

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

23. Termination for default

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-

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mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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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

28.1 Except in cases of criminal negligence or wilful 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

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that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

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

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

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

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

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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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