

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS



DEPARTMENT	GOVERNMENT PRINTING WORKS
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURE, SUPPLY, INSTALLATION AND COMMISSIONING OF A NEW AND COMPLETE SHEET-FED OFFSET PRINTING PRESS AT THE GOVERNMENT PRINTING WORKS AND TO PROVIDE SUPPORT AND MAINTENANCE FOR A PERIOD FOR 5 YEARS
TENDER NUMBER	GPW-2024/25-10

BRIEFING SESSSION	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	SESSION COMPULSORY	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
BRIEFING	VENUE	83 VISAGIE STREET BOARDROOM		TIME	10H00
	DATE	12 NOVEMBER 2024			

CLOSING DATE	27 NOVEMBER 2024
CLOSING TIME	11H00
VALIDITY PERIOD	90 DAYS

Notes:

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

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BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS



government
printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

Registered Suppliers to ensure that all details completed below are CURRENT

MANDATORY SUPPLIER DETAILS	
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: Bidders are requested to include their CSD reports in their submission of the tender documents.

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s):

Signature(s):

Date:

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BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

**government
printing**Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA**IT IS A CONDITION OF BIDDING THAT –**

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

Initial here obo Tenderer

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS



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

INVITATION TO TENDER

**APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURE, SUPPLY,
INSTALLATION AND COMMISSIONING OF A NEW AND COMPLETE SHEET-FED
OFFSET PRINTING PRESS AT THE GOVERNMENT PRINTING WORKS AND TO
PROVIDE SUPPORT AND MAINTENANCE FOR A PERIOD FOR 5 YEARS**

TENDER NUMBER: GPW-2024/25-10

CLOSING DATE: 27 NOVEMBER 2024

CLOSING TIME: 11H00

COMPULSORY BRIEFING SESSION DATE: 12 NOVEMBER 2024 AT 10:00

NOTE TO TENDERERS:

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

Initial here obo Tenderer

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

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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. **“Closing Date”** shall mean **27 November 2024** not later than 11h00;
- 1.2.3. **“Conditions of Tender”** shall mean the conditions of tender set out in clause 11;
- 1.2.4. **“Constitution”** shall mean the Constitution of the Republic of South Africa, (Act 1996;
- 1.2.5. **“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;
- 1.2.6. **“Factory Acceptance Test”** or **“FAT”** shall mean functional and performance testing of the Solution conducted at the OEM facility before it is delivered. The purpose is to ensure that the machine or system meets the requirements that were ordered as per RFT
- 1.2.7. **“GPW or Government Printing Works”**, a component of the South African government established under section 7A of the Public Services Act, 1994;
- 1.2.8. **“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;
- 1.2.9. **“Historically Disadvantaged Individual (HDI)”** shall mean:
A South African citizen:
- 1.2.9.1. Who due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993) (the Interim Constitution”); and/or
- 1.2.9.2. Who is female; and/or

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- 1.2.9.3. Who has a disability.
- 1.2.10. "IR" shall mean Infrared.
- 1.2.11. "OEM" shall mean the Original Equipment Manufacturer.
- 1.2.12. "PAJA" shall mean the Promotion of Administrative Justice Act, 2000 (Act No. 03 of 2000) together with the regulations promulgated under this Act;
- 1.2.13. "PFMA" shall mean the Public Finance Management Act, 1999 (Act No1 of 1999) together with the regulations promulgated under this Act for 2022;
- 1.2.14. "POPIA" shall mean the Protection of Personal Information Act, 2021 (Act No. 04 of 2021).
- 1.2.15. "Premises" shall mean GPW's facilities where business operations are conducted at GPW Headquarters ,Pretoria, South Africa.
- 1.2.16. "Procurement Act" shall mean the Preferential Procurement Policy Framework Act No 5 of 2000 together with the regulations promulgated under this Act for 2022;
- 1.2.17. "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;
- 1.2.18. "Returnable Documents" shall mean the following documents:
- 1.2.18.1. Duly signed and completed Section A & Section B (price schedule) of this RFT;
 - 1.2.18.2. **Annexure TWO:** BIDDER'S COMPANY PROFILE
 - 1.2.18.3. **Annexure THREE:** BIDDER'S ISO CERTIFICATIONS TO SANAS ACCREDITATION OR EQUIVALENT BODY & OEM LETTER OR CERTIFICATE OF AUTHORISATION
 - 1.2.18.4. **Annexure FOUR:** PROJECT MANAGEMENT PLAN
 - 1.2.18.5. **Annexure FIVE:** CONTACTABLE REFERENCES
 - 1.2.18.6. **Annexure SIX:** TECHNICAL SPECIFICATIONS COMPLAINEE CONFIRMATION LETTER
 - 1.2.18.7. Annexures A: JV/Consortium Agreement (if applicable)
 - 1.2.18.8. Annexure B: Term Sheet

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- 1.2.18.9. Annexure C: Proof of registration with the Central Supplier Database (CSD)
- 1.2.18.10. Annexure D: Summary of environmental control and related requirements, testing materials requirements and layout drawing(s);
- 1.2.18.11. Annexure E: Briefing session attendance certificate
- 1.2.18.12. Duly completed and signed Annexure SBD 1 – Invitation to Bid;
- 1.2.18.13. Duly completed and signed Annexure SBD 4 – Bidder’s Disclosure;
- 1.2.18.14. Duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;
- 1.2.18.15. Duly completed and signed Consent Form – Form IV
- 1.2.18.16. General Conditions of Contract

1.2.19. **“Sheet”** shall mean a sheet of paper.

1.2.20. **“Site Acceptance Test”** or **“SAT”** shall mean functional and performance testing of the Solution conducted at the Premises before it is officially handed over. The purpose is to ensure that the machine or system meets the requirements that were ordered as per RFT.

1.2.21. **“Solution”** shall mean:

- 1.2.21.1. a new and complete sheet-fed offset printing press with capacity for multi-colour printing on both sides of a sheet of paper, with perfector and coating units; and all its standard features, functions, accessories, spare parts kit and machine tools as recommended by the Original Equipment Manufacturer;
- 1.2.21.2. all related software applications associated with standard management and control of the entire equipment offered in response to this RFT;
- 1.2.21.3. all related printing management software solutions that enable advanced production and logistics management, as well as continuous improvement of Overall Equipment Efficiency of printing applications;
- 1.2.21.4. all related rigging, transport and logistical costs that would enable

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safe delivery and placement of all equipment on the Premises, inclusive of any taxes and duties, (Incoterms DDP);

1.2.21.5. commissioning of the press and its related software applications at the Premises;

1.2.21.6. training of staff allocated by GPW for operating the Solution at the Premises; and

1.2.21.7. maintenance and support of all hardware systems and software applications provided in response to this RFT

1.2.22. **“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;

1.2.23. **“Successful Tenderer”** shall mean the person to whom the Definitive Agreement is awarded through the process contemplated in this RFT;

1.2.24. **“Tender”** shall mean a written offer on the tender documents prescribed by the Accounting Authority response to an invitation to tender;

1.2.25. **“Tenderer”** shall mean the person submitting a Tender (i.e. the Tenderer) in response to this RFT;

1.2.26. **“Term Sheet”** shall mean the term sheet attached hereto as Annexure B and which will form part of the Definitive Agreement;

1.2.27. **“UV”** shall mean Ultra-Violet.

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2. INTRODUCTION AND GPW REQUIREMENTS

2.1. GPW is mandated to produce printed matter on behalf of the Government of South Africa. These printing services include the manufacturing of:

2.1.1. non-security products printed in full colour on both sides, e.g. Learner's Guides, Educator Manuals and Learner Activity Books; and

2.1.2. security products printed in multi spot colours, both sides using techniques such as rainbow imaging, e.g. police, educational, transport certificates, etc.

2.2. GPW wishes to acquire a modern, new offset sheet-fed press with capacity to produce the products as stated per Section A par. 2.1 above, in accordance with the following Requirements:

2.2.1. Capability of automated job loading to reduce job setup and make-ready;

2.2.2. Allow for spot and multi-colour printing on one or both sides of a sheet utilising a combination of inline printing units;

2.2.3. Facilitate the production of high quality full-colour documents utilising conventional and security inks for lowest possible production cost;

2.2.4. Allow for flexibility in the number of front and back print colours that can be offered from one print job to the next;

2.2.5. Ability to process different paper substrates to suit different document applications;

2.2.6. Capacity to print rainbow images (controlled mixture of multiple ink colours) on one or both sides of a sheet;

2.2.7. Capability for producing standard UV-coatings on conventional print applications, as well as semi/high gloss UV-coatings on the front of book covers and similar products;

2.2.8. Allowing for the printing and curing of UV ink on security printing applications; and

2.2.9. Ability to meet medium-level throughput demands with minimum wastage cost, and lowest possible setup delays.

2.3. In support of its afore-mentioned Requirements, GPW wishes to acquire a sheet-fed lithographic press with maximum appropriate, usable levels of automation with regard to its make-ready, job start-up and printing control functions. The press must be of a heavy-duty

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and robust nature, capable of performing up to over a 24hr shift cycle during GPW's peak load periods.

- 2.4. The solution offered must comprise a new and complete sheet-fed offset printing press with all its standard features, functions, accessories, spare parts kit, material-handling devices, and machine tools as recommended by the OEM.
- 2.5. Only solutions which are commercially available at the time of the proposal's closing date, will be considered (no bids for future solutions will be accepted - refer also Annexure B hereto).
- 2.6. It is important to GPW that the Solution offered is locally supported from a spare-parts, service and consumables perspective.
- 2.7. The purpose of this RFT is to identify, in compliance with the Procurement Laws, an appropriate and suitably qualified Tenderer with whom GPW can then conclude the Definitive Agreement.
- 2.8. Provision of a checklist of equipment components as per the RFT approved during the Factory Acceptance Test.
- 2.9. Provision of a checklist of equipment components as per the RFT approved during the Site Acceptance Test.
- 2.10. Pertaining to the SOLUTION (***BIDDERS must refer to ANNEXURE ONE, clause 2, Technical Specifications for a breakdown of the requirements***)

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3. TENDER DOCUMENTATION

3.1. The document compact contains the following:

- 3.1.1. This RFT document consisting of Sections A & B respectively;
- 3.1.2. Annexure ONE: Technical specifications;
- 3.1.3. Annexure TWO: Bidder company profile;
- 3.1.4. Annexure THREE: ISO 9001 certifications;
- 3.1.5. Annexure FOUR: Project management plan;
- 3.1.6. Annexure FIVE: Contactable references;
- 3.1.7. Annexure SIX: Technical specifications compliance confirmation letter;
- 3.1.8. Annexures A to D; and
- 3.1.9. SBD documents namely Annexure SBD 1 (invitation to bid), Annexure SBD 4 (Bidder’s Disclosure and Annexure SBD 6.1 (preference point claim form).
- 3.1.10. 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. EXTENT OF SERVICES

In terms of this tender, the successful tenderer will be responsible for the following:

- 4.1. A project management plan, with regular progress reporting on the status of the project, to include but not limited to the following:
 - 4.1.1. Consideration of all the RFT requirements
 - 4.1.2. List of project requirements and objectives
 - 4.1.3. List of project deliverables in sequence and due dates
 - 4.1.4. Detailed project schedule
 - 4.1.5. List of anticipated risks for the project and applicable control measures.
- 4.2. Manufacturing, supply and commissioning of the Solution
- 4.3. Commissioning of all software components necessary to integrate the total equipment

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- (existing equipment and the new equipment offered) towards operating as a single production system;
- 4.4. Facilitate for the on-site factory inspection and approval of the solution at the manufacturer’s premises by a delegation from the GPW.
- 4.5. the GPW will nominate personnel designated to operate the Solution. The Successful Tenderer will train the nominated GPW personnel to a level of competency where such personnel can operate the Solution independently; and skills transfer of the maintenance function to nominated GPW personnel.
- 4.6. Providing the GPW, after commissioning of the Solution, with such maintenance services as may be necessary to maintain the entire Solution in a state of readiness.
- 4.7. Providing the GPW, after commissioning of the Solution with support and maintenance for a period of 5 years inclusive of the first two years of warranty

5. IMPORTANT DATES AND TIMES

5.1. 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	Start Date	End Date
1	RFT Documents available for collection	1 November 2024	-
2	Briefing session	12 November 2024 at 10h00	-
3	Last date to submit written clarification questions	-	15 November 2024 at 16h00
4	Last date for GPW to respond to written questions, if any, in writing	-	19 November 2024 at 16h00
5	Tender submissions due (Closing Date)	-	27 November 2024 at 11h00

- 5.2. 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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6. ADDITIONAL INFORMATION REGARDING QUERIES AND BRIEFING

6.1. Briefing Session Information

6.1.1. Briefing session is compulsory and would take place on the **12 November 2024** (attendance is limited to a maximum of 2 [two] representatives per Tenderer). A signed attendance certificate will be issued to each Tenderer present at the briefing session, which must be submitted as Annexure E, being part of the Returnable Documents. 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 reissued.

6.2. Tenderers may also submit written questions via e-mail to the contact person as indicated per paragraph 9.1 of this RFT document, until **16h00 on 15 November 2024**.

GPW will, at its reasonable discretion, endeavour to answer in writing before **16h00 on 19 November 2024** all questions received, however some of the clarity seeking questions may be complex and require more time to respond to. In other instances, the information may not be readily available to respond to the satisfaction of the tenderer(s). The GPW will share the corresponding answers to the received questions with all tenderers who attended the briefing session (without disclosing the identity of the Tenderer who asked the question).

7. TENDER SUBMISSION

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

Tenders must be submitted:

7.1.1. in hard copy no later than the Closing Date; and

7.1.2. deliver Returnable Documents to:

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

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- 7.2. All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.
- 7.3. 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.
- 7.4. No late Tender Submission (inclusive of registered mail) will be accepted regardless of how late it is.

8. JOINT VENTURES/CONSORTIUMS

- 8.1. The JV should establish, implement and maintain adequate business continuity strategies should there be a breakdown in the JV relationship.
- 8.2. Documentation pertaining to par. 8.1 must be submitted as Annexure A, being part of the Returnable Documents.

9. COMMUNICATION

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

For Technical queries:

Mr. Thomas Khumalo at Thomas.Khumalo@gpw.gov.za

OR

Mr. Kuben Moodley at Kuben.Moodley@gpw.gov.za

AND

For SCM related queries

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

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9.2. 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.

10. TENDER EVALUATION

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





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

Table 10.1(a) Methodology and criteria

10.2. 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.

10.3. The first three stages will be the evaluation of bids on **Mandatory Compliance, Administrative Compliance and Technical/Functionality Evaluation**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold of 70 points on Functionality stage will also not be considered for the next stage on **Price and Preference (specific goals)**.

10.4. Bids will be evaluated in four stages as listed below:

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

Tenderers should note that either the 80/20 or 90/10 Preference Point System will apply for this tender evaluation and that the lowest acceptable tenderer will be used to determine the

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applicable Preference Point System. Therefore, the following criteria will apply:

- a) **Price = 80/90 points**
- b) **Specific goals = 20/10 points**

10.4.1. 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:

- a) Where applicable, a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party.
- b) Duly signed and completed Bid Price Details enclosed as Section B of this RFT. On the pricing schedule (Section B) where there is no price to be charged, indicate that by way of showing as R0.00 or dash (-). Failure to do so, the pricing schedule will be considered as incomplete.
- c) Where a Tenderer is an Agent, an Original Equipment Manufacturer's letter or certificates of authorisation for equipment, products and/or services is required for this RFT.
- d) Compulsory briefing session certificate to be attached to the tender document. Failure to attach a certificate will result in the tender being disqualified.
- e) A signed letter (as annexure SIX) on an official letterhead, confirming that the Technical Requirements set out in Annexure ONE, Section ONE and TWO of this RFT will be complied with.

10.4.2. Stage 2: Administrative Compliance

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

- a) SBD 1 - Invitation to bid
- b) Duly completed and signed SBD 4 - Bidder's Disclosure form
- c) SBD 6.1 - Preference Points Claim form
- d) Form 4 (IV) – Consent form in terms of section 11 (2) (a) of POPIA
- e) Tax compliance status pin
- f) Proof of registration with Central Supplier Database
- g) Company profile

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10.4.3. **Stage 3: Functionality / Technical Evaluation**

Any bidder who does not meet the minimum threshold of 70 points on the Functionality evaluation, 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>Certified copies of valid SANAS or equivalent body accredited certifications for ISO 9001, in the name of the company (original equipment manufacturer), including certified copies of certificates for previous certifications, for each time the tenderer was ever certified. The latest certificate should be valid at the close of the tender.</p> <p>If bidder provides the Original Equipment Manufacturers’ certificates, points will be allocated as follows:</p> <ul style="list-style-type: none">○ 3 or more sets of certificates – (20 points)○ 2 sets of certificates – (15 points)○ 1 set of certificates – (10 points)○ No certificates provided – (0 Points)	20
1.2	<p>Project management plan for the RFT requirements outlining the following:</p> <ol style="list-style-type: none">1. Consideration of all the project outputs2. List of project requirements and objectives3. List of project deliverables and due dates4. Detailed project schedule5. List of anticipated risks for the project and applicable contingencies. <p>6. Points allocations</p> <p>6.1. Submitted project management plan covers all the five listed requirements above – (35 points)</p>	35

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	6.2. Submitted project management plan covers any four of the listed requirements – (30 points) 6.3. Submitted project management plan covers any three of the listed requirements – (25 points) 6.4. Submitted project management plan covers less than three of the listed requirements – (0 points)	
1.3	List of number of projects and their duration, implemented at other institutions, where a fully functional “Solution”, similar to that specified in this RFT was installed. The bidder must supply signed reference letters with contactable references on the client letterhead, corresponding to their listed projects. 1.3.1 Five or more projects and corresponding reference letters provided – (45 points) 1.3.2 Four projects and corresponding reference letters provided – (35 points) 1.3.3 Three projects and corresponding reference letters provided – (30 points) 1.3.4 Two projects and corresponding reference letters provided – (25 points) 1.3.5 Less than two projects and corresponding letter provided – (0 points)	45
	TOTAL POINTS	100
	MINIMUM THRESHOLD	70

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

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10.4.4. **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.

- a) GPW will either apply the 80/20 or 90/10 preference point system and that the lowest acceptable tender will be used to determine the applicable preference point system,
- b) 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.

- c) The 80/20 scoring system will be applied for transaction below R 50 000 000,00 however should the lowest acceptable tender be above R50 000 000 a 90/10 scoring system will apply.

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	80/90
Specific Goals	20/10
TOTAL SCORE	100

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

$$Ps = 80/90(1 - \frac{Pt - Pmin}{Pmin})$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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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 OR 90/10 system) (To be completed by the tenderer)
	80/20	90/10	
Black ownership	10	5	
Women	8	4	
Disability	2	1	

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.

11. CONDITIONS OF TENDER

11.1.GPW reserves the right to:

- 11.1.1. Make no award (e.g. reject all Tender Submissions) or award only a portion of the services required under this RFT;
- 11.1.2. Cancel this RFT or any part thereof at any time;
- 11.1.3. Not necessarily accept the Tender Submission obtaining the Highest Score;
- 11.1.4. Not extend the closing date
- 11.1.5. Reject any Tender that:
 - 11.1.5.1. Fails to commit to the key deliverables required by this RFT;
 - 11.1.5.2. Is submitted not as set out in clause 7;
 - 11.1.5.3. Contains any information that is found to be incorrect or misleading in any way; or
 - 11.1.5.4. Is not completed in full.

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

11.3.GPW reserves the right to seek clarity or confirmation on the information submitted. Bidders

Initial here obo Tenderer

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.

11.4. 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.

11.5. 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. 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.

11.6. Validity Period

11.6.1. All Tender Submissions shall remain valid for 90 days from the Closing Date. GPW reserves the right to reject any Tender Submission that is valid for a period less than 90 days.

11.6.2. 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.

11.7. 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 merit 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.

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

Initial here obo Tenderer

11.9. Collusive Conduct; Improper Assistance; No Inducements.

11.9.1. 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.

11.9.2. 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.

11.9.3. 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.

11.9.4. 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 11.9.1 to 11.9.4

11.10. Proprietary Rights in RFT and Tender Submissions

11.10.1. 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

11.11. 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.

11.12. Decisions on Tenders

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

11.12.2. 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:

Initial here obo Tenderer

- 11.12.2.1. 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
- 11.12.2.2. cancel the contract and claim any damages which GPW may suffer as a result of having to make less favourable arrangements; and/or
- 11.12.2.3. impose on the Tenderer, a penalty not exceeding five per cent of the value of the contract.

11.13. 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.

11.14. Restriction from Tendering or Contracting

11.14.1. 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:

- 11.14.1.1. Failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement;
- 11.14.1.2. Failed to react to written notices properly sent to it; or
- 11.14.1.3. 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.

11.15. Representation

- 11.15.1. Each Tenderer hereby represents and warrants to GPW that the information provided herein is true and correct as at the Closing Date.
- 11.15.2. 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 _____ 20__

For and on Behalf of _____

Name: _____

Position: _____

Initial here obo Tenderer

Who hereby warrants his authority.

--- End of RFT Section A ---

SECTION B

BID PRICE DETAILS TENDER GPW

1. Purchase cost.		State amount*(excl. vat)
1.1	State an all-inclusive cost (including freight, packaging, insurance, etc.) for the manufacture, supply, delivery (Incoterms DDP), installation and commissioning of the Solution, including as defined in Annexure ONE	
2. Maintenance cost		State amount*(excl. vat)
2.1	State the standard maintenance cost <u>in total</u> , for the Solution offered as per RFT Section B par. 1, during the warranty period of the first two (2) years, post-commissioning.	
2.2	State the standard maintenance cost <u>in total</u> for the Solution offered as per RFT Section B par. 1, during the subsequent three (3) years after the 2 year warranty period.	
Note 1 <i>Maintenance cost stated per RFT Section B par. 2.1 & 2.2 must include the cost of all spare part kit/s, as prescribed by the original equipment manufacturer for standard preventative maintenance, as well as labour cost to execute such standard preventative maintenance.</i>		
3. Training		State amount*(excl. vat)
3.1	State the all-inclusive cost for on-site training, at the OEM premises, of five (5) GPW representatives for ten (10) days @ eight (8) hours per day	
3.2	State the all-inclusive cost for on-site training at GPW once the solution is installed, of ten (10) GPW representatives for sixty (60) working days @ eight (8) hours per day inclusive of supervision, operators and technicians.	
Note 1 Any other training to be provided will be sourced from the successful bidder, on a quotation basis.		
4. Factory Testing and Inspection		State amount*(excl. vat)
4.1	State the cost for on-site factory inspection of solution and approval, by delegation of five (5) GPW managers, for five (5) days @ eight (8) hours per day.	
5. Cost of consumables		State amount*(excl. vat)
5.1	State the cost off all consumables required during the operation during the FAT and SAT.	

Initial here obo Tenderer

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Subtotal (Excl. Vat) (cost as reflected per RFT Section B paragraphs 1.1, 2.1, 2.2, 3.1, 3.2, 4.1 and 5.1)
VAT (at 15%)

State amount*	
Excl. Vat	
Vat. @15%	
TOTAL BID PRICE	

* Note

Tenderers should note the following:

1. Prices to be quoted in ZAR; or
2. Their respective base currencies, e.g. USD, EURO, etc. In such event, the GPW will convert the quoted currency to ZAR for purposes of price evaluation, using the applicable exchange rates at 12h00 South African time on the Closing Date. Please note that, at the time of payment, the GPW will effect payment at the actual exchange rates on the day of payment.
3. Where there is no price to be charged, indicate that by way of showing as 0,00 or dash (-). Failure to do so, the pricing schedule will be considered as incomplete, in line with the mandatory requirements in paragraph 10.4.1 b)

Signed at _____ this _____ day of _____ 20__

For and on Behalf of _____

Name: _____

Position: _____

Who hereby warrants his authority.

--End of Section B--

Initial here obo Tenderer

Annexure ONE

TECHNICAL SPECIFICATIONS

Additional information

The following table details a breakdown of the requirements for this RFT. These requirements will also form part of the Definitive Agreement to be entered into with the appointed service provider.

1. SECTION ONE – PRINTING PRESS SPECIFICATIONS

#	Description
1.1.	Substrate In-feed system
1.1.1.	The press must include a sheet feeder that incorporates automated pile lifting and lift compensation to automate the accurate feeding of individual sheets into the first printing unit.
1.1.2.	The in-feed system must include and provide: <div>a) automated skew sheet correction at the feeder head during production;</div> <div>b) double-sheet detection capability;</div> <div>c) for a minimum feeder pile height of 1 000 mm;</div> <div>d) include a pile table and pile support; and</div> <div>e) automatic dual-lay pile handling - 2nd pass / work & turn registration</div>
1.2.	Printing Configuration
1.2.1.	The printing press's basic printing technology must be wet offset lithography
1.2.2.	The solution offered must be for a sheet-fed offset printing press with capacity for double-sided multi-colour printing, comprising of the following: <div>a) a first row of five in-line units, for printing on one side of a sheet (units numbered 1, 2, 3, 4 & 5)</div> <div>b) a downstream sheet perfecting unit to facilitate reverse side printing positioned in the sheet travel direction after print unit 5 with fully automated adjustment for precise registration of sheets</div> <div>c) a downstream second row of five in-line units, for printing on the reverse side of the sheet (units numbered 6, 7, 8, 9 & 10)</div>

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SECTION ONE – PRINTING PRESS SPECIFICATIONS - continued

#	Description
1.2.3.	In addition to par. 1.2.2, the press configuration should allow for printing with the use of all ten units (1-10), in a straight line, on one side of the sheet.
1.2.4.	Two print units must be capable of printing rainbow images on each side of a sheet, i.e., at least 1 unit between units 1-5, and 1 unit between units 6-10.
1.2.5.	The downstream priming and/or coating units with drying capability must be arranged in a manner that allows for normal or high gloss development on one side of a printed sheet.
1.2.6.	The sheet transportation system must be of a design that eliminates any sheet contamination during the printing process.
1.3.	Printing Capabilities
1.3.1.	The press will be utilised for the printing of paper-based documents.
1.3.2.	It must incorporate adequate form rollers at each print unit to maintain consistent ink coverage of large solid, or screen areas, on the printing plate.
1.3.3.	The press must enable the printing of rainbow images (controlled mixture of multiple ink colours) on at least two printing units, to be prepared as follows:
	a) If based on oscillating roller movement for ink distribution, then the print units must allow for operator adjustable settings to enable rainbow printing; and
	b) It must include the following capacity: <ul style="list-style-type: none">i. split ink ducts to enable the printing of rainbow images.ii. minimum distance of 20 mm from splitter to splitteriii. the split ink duct system must be stable for both short and long print runs.

Initial here obo Tenderer

SECTION ONE – PRINTING PRESS SPECIFICATIONS - continued

#	Description
1.3.4.	Print units must feature combination rollers to enable utilisation of both conventional and UV-inks.
1.3.5.	The solution must enable efficient sheet separation through an anti set-off powder spray or similar system, depending on the drying technology used.
1.3.6.	The Solution must include fully automatic plate loading capability.
1.3.7.	The press must have a sheet register system, which provides for front and side guiding of the sheet.
1.4.	Press Capabilities
	The press must be capable of processing a variety of printing stocks that meet the following specifications:
1.4.1.	Sheet Size: minimum sheet size of 340 mm(W) x 480 mm(L)
1.4.2.	Sheet Size: maximum sheet size of 750 mm(W) x 1 060 mm(L)
1.4.3.	Stock Grades: gloss-coated paper substrates
1.4.4.	Stock Grades: matt-coated paper substrates
1.4.5.	Stock Grades: uncoated Grades paper substrates
1.4.6.	Grammage: capable of processing paper stock between 60 g/m² to 350 g/m²

Initial here obo Tenderer

SECTION ONE – PRINTING PRESS SPECIFICATIONS - continued

#	Description
1.5.	Press Output / Speed
1.5.1.	The press must meet or exceed a nominal output speed of 12 000 sheets per hour ;
	a. when processing full-sized, 80 g/m ² sheets; and
	b. while operating in full perfecting mode
1.6.	Delivery System
1.6.1.	The press must include a delivery system for fast and efficient delivery of printed sheets, which must be received and stacked into precise pile formations in the sheet delivery unit.
1.6.2.	The delivery system must provide for:
	a) a pile table with pile support
	b) automated control of the delivery pile height, to accommodate the processing of different substrate thicknesses and job types
1.7.	Colour Control
1.7.1.	The solution offered must include the capacity for automated colour control to deliver consistent colour print quality over an entire production run.
1.7.2.	The solution offered must include a fully automatic colour registration control system.
1.7.3.	The solution offered must provide low colour stabilisation as part of the colour control system.
1.7.4.	The press must include a complete automatic ink duct refill system for all units, with the ability to be disabled if required.
1.8.	Curing Systems
1.8.1.	The solution must include dryers with precise light focussing for proper UV-curing of printed sheets
1.8.2.	The solution must include any other dryers (IR, hot air and/or LED), as may be deemed necessary by the OEM's solution design, for effective drying of conventional and UV-inks as well as UV-coatings.

Initial here obo Tenderer

SECTION ONE – PRINTING PRESS SPECIFICATIONS - continued

#	Description
1.9.	Dampening, Water Management & Washing-Up Systems
1.9.1.	The solution must include complete optimised water and dampening solution management for all printing units.
1.9.2.	An alcohol dosing and management system for automated alcohol control is required.
1.9.3.	The solution must include a complete wash-up system for blankets, ink rollers and impression cylinders is required on all printing units.
1.9.4.	It is required to cater for conventional and UV-inks within the press configuration being offered.
1.10.	Operator's Control Desk
1.10.1.	The press must incorporate a front-end operator's console (e.g. touch screen monitor, sheet ink zone measurement station & working desk) which provides for efficient management of all the typical press operating functions from a central workstation.
1.10.2.	All operator's monitoring and console displays must be customised for the Solution offered and must be in English with metric display as standard.
1.10.3.	The solution offered must include capacity for electronic storage of job profiles, ready for fast recovery and/or job data retrieval as required for repeat jobs.
1.10.4.	The press must allow for the operator to select and make-ready any individual print unit for operation when required.
1.10.5.	The system must allow for ink density setting and ink duct setting changes to be controlled from the operator's desk
1.11.	Other Functionality
1.11.1.	The press must include static eliminators as deemed appropriate by the OEM
1.11.2.	The press must include de-curlers as deemed appropriate by the OEM, to ensure flat sheet output for efficient downstream and offline processing.
1.11.3.	The Solution must have the capacity to interface with an MIS system, to provide industry standard statistics and production performance reporting.

Initial here obo Tenderer

2. **SECTION TWO – GENERAL SPECIFICATIONS**

#	Description
2.1.	Equipment Safety
2.1.1.	The printing press and its associated auxiliary equipment offered shall:
	a) be made safe for practical operation by suitable shrouding, screening, guards and insulating
	b) be made safe in respect of all moving as well as stationery parts which may pose any danger to humans.
	c) lend itself to easy and convenient operation with all controls, switches, devices and instruments conveniently positioned and be readily accessible
2.1.2.	All control panels for the equipment offered, must be fitted with at least the following:
	a) mains switch;
	b) mains switch indicator, either LED or similar; and
	c) emergency stop switch clearly marked and easily accessible.
2.2.	Waste Extraction
2.2.1.	The solution must incorporate any waste extractor units that the OEM deems required for the Solution design, capable of safely removing waste generated during operations.
2.3.	Electrical
2.3.1.	The electrical components supplied with the total equipment offered, must operate on a 380-volt, three phase, 50 Hertz electrical supply or on a 230-volt, single phase, 50 Hertz electrical supply.
2.3.2.	The existing power supply available at the Premises must be used by the Successful Tenderer.

Initial here obo Tenderer

SECTION TWO – GENERAL SPECIFICATIONS - continued

#	Description
2.4.	Manuals
2.4.1.	One (1) hard copy and One (1) digital copy of the Operator Manual for each item of equipment of the Solution must be provided in English.
2.4.2.	One (1) hard copy and One (1) digital copy of the Maintenance / Technical Manual for each item of equipment of the Solution must be provided in English.
2.5.	Support and Maintenance
	GPW requires an OEM guaranteed support and maintenance agreement with the Successful Tenderer, with the objective of maintaining the Solution in an optimal state of readiness.
2.5.1.	The Solution must include scheduled preventative maintenance of the hardware and software components in accordance with the OEM standards and expectations during the initial 2-year Warranty period, following commissioning.
2.5.2.	The Solution must include scheduled preventative maintenance of the hardware and software components in accordance with the OEM standards and expectations during a subsequent 3-year period, following the initial Warranty period.
2.5.3.	Maintenance interventions must include annual OEM condition-based inspections with reports indicating the useful life of the Solution.
2.5.4.	The Tenderer must be capable of providing local (RSA-based) technical support from a spare-parts, service and consumables perspective.
2.5.5.	The Tenderer must undertake to conduct adequate technical knowledge transfer towards the effective and efficient maintenance, operations and general upkeep of the Solution throughout its lifecycle.
2.5.6.	The Tenderer must at all times have spare parts available to appropriate levels in order to meet its obligations under the Service Level Agreement
2.6.	Solution Lead time
2.6.1.	The Solution offered must be manufactured and delivered to the premises within 9 calendar months of the placement of the official order to build.

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SECTION TWO – GENERAL SPECIFICATIONS - continued

#	Description
2.7.	Packaging of Equipment
2.7.1.	Measures must be taken by the Tenderer to ensure that machine components are adequately packaged to protect equipment against shocks, moisture and other possible damage.
2.8.	Installation and Commissioning
2.8.1.	The installation and commissioning service required by GPW includes the receiving, inspection, conveying, un-crating, adjustment for operation, testing and demonstration of the total items of equipment offered, prior to handing it over, to the satisfaction of GPW.
2.8.2.	Installation and commissioning of the total items of equipment offered, is required to be undertaken by the Successful Tenderer to the designated position within the Premises. Prior to issuance of an order, GPW will invite the Successful Tenderer to assess the layout, access entrances and other related information pertaining to the designated position for installation of the Solution.
2.9.	Warranty
	The GPW requires a warranty on the Solution, to be at least twenty-four (24) months.
2.9.1.	If the Tenderer is not the OEM of the whole item, or part of the Solution so warranted, the Tenderer must also be unconditionally underwritten by the principal manufacturer of each component comprising the Solution.
2.9.2.	The GPW requires the warranty to cover all expenditure for labour, spares and transport necessary to correct any defects to the Solution, at the Premises
2.9.3.	The GPW requires the warranty period to commence from the date of commissioning the Solution.

Initial here obo Tenderer

SECTION TWO – GENERAL SPECIFICATIONS - continued

#	Description
2.10.	Acceptance Testing and Training
2.10.1.	The offer will include a Factory Acceptance Test (FAT) at the OEM premises and include:
	a) an inspection of the solution;
	b) approval of the solution;
	c) an FAT plan and checklist of requirements extracted from this RFT as reference for items (a) & (b) that will form part of the agreement.
2.10.2.	The offer will include all FAT expenses for five (5) GPW Management representatives for five (5) days
2.10.3.	The offer shall cater for on-site training at the OEM premises for:
	a) four (4) press representatives for ten (10) days
	b) one (1) maintenance representative for ten (10) days
2.10.4.	The offer will include a Site Acceptance Test (SAT) at the GPW Premises and include:
	a) an inspection of the solution;
	b) approval of the solution;
	an SAT plan and checklist of requirements extracted from this RFT as reference for items (a) & (b) that will form part of the agreement.
2.10.5.	The offer shall cater for on-site training at the GPW premises for the following:
	a) eight (8) production representatives of varying seniorities for sixty (60) days
	b) two (2) maintenance representatives for sixty (60) days
	c) the above items (a) and (b) will be required to be executed in up to three separate sessions, during commissioning and/or over warranty period.

Initial here obo Tenderer

SECTION TWO – GENERAL SPECIFICATIONS - continued

#	Description
2.11.	Representative Technical Capabilities
2.11.1.	The Tenderer is an Original Equipment Manufacturers (OEM) or is in a Joint Venture with an OEM or in an agency arrangement with an OEM.
2.11.2.	The Tenderer has clear reference/s of manufacturing, supplying, installing, commissioning, supporting and maintaining of a similar sized sheetfed offset lithographic printing system or Solution.

Signed at _____ this _____ day of _____ 20__

For and on Behalf of _____

Name: _____

Position: _____

Who hereby warrants his authority.

--End of Annexure ONE--

Initial here obo Tenderer

Annexure TWO

BIDDER’S COMPANY PROFILE – GPW-2024/25-10

The bidder must provide their company profile, which includes but not limited to a project list stipulating a number of projects and their duration where a similar **solution** to that stipulated on this RFT, was installed.

---End of Annexure Two---

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Annexure THREE

**BIDDER’S ISO CERTIFICATIONS TO SANAS ACCREDITATION OR EQUIVALENT BODY &
OEM LETTER OR CERTIFICATE OF AUTHORISATION – GPW-2024/25-10**

Please provide the following:

- ◆ Valid SANAS or other equivalent bodies, accredited certifications for ISO 9001, for the bidder and Original Equipment Manufacturer.
- ◆ Original Equipment Manufacturer’s letter or certificates of authorisation for equipment, products and/or services required on this RFT

---End of Annexure Three---

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Annexure FOUR

PROJECT MANAGEMENT PLAN : GPW-2024/25-10

Project management plan detailing the requirements stipulated on this RFT. The project management plan should stipulate but not be limited to:

- 4.1. Consideration of all the RFT requirements
- 4.2. List of project requirements and objectives
- 4.3. List of project deliverables in sequence and due dates
- 4.4. Detailed project schedule
- 4.5. List of anticipated risks for the project and applicable contingencies.

---End of Annexure Four---

Initial here obo Tenderer

Annexure FIVE

CONTACTABLE REFERENCES – GPW-2024/25-10

Please provide and attach a number of signed reference letters, on the clients’ letterhead with contactable client details, not older than five (5) years, corresponding to the list of provided projects.

---End of Annexure Five---

Initial here obo Tenderer

Annexure SIX

TECHNICAL SPECIFICATIONS COMPLAINCE CONFIRMATION LETTER– GPW-2024/25-10

A signed letter on an official letterhead, confirming that the Technical Requirements set out in Annexure ONE, Section ONE and TWO of this RFT will be complied with.

---End of Annexure SIX---

Initial here obo Tenderer

Annexure A

JOINT VENTURES/CONSORTIUMS : GPW-2024/25-10

All documentation, as referred to per Section A clause 8 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-2024/25-10**

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, ANNEXURE ONE, Clause 2, Technical Specifications 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.

No.	Term	Details
10.	Performance Security / Bond	A performance bond is not required
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.	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:

Name of Tenderer

-- End of Annexure B --

Initial here obo Tenderer

Annexure C

CENTRAL SUPPLIER DATABASE DOCUMENTATION : GPW-2024/25-10

All documentation, as referred to per Section A clause XXXXXXXX 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

SUMMARY OF SITE PREPARATION AND RELATED REQUIREMENTS:

GPW-2024/25-10

1. TABLE 1: SITE PREPARATION REQUIREMENTS

Please provide a summary below of all requirements related to room temperature, humidity control, waste removal, compressed air, ventilation and others as may be applicable, which the GPW must provide to ensure optimum performance of the Solution offered. The GPW assumes responsibility for the site preparation in accordance with the Tenderer’s requirements.

DESCRIPTION OF REQUIREMENT	REQUIREMENT SPECIFICATION

Table 1

Initial here obo Tenderer

2. TABLE 2: TESTING MATERIALS REQUIREMENTS

Please provide a summary below of all requirements related to the supply of test materials (quantities and types of material, which GPW must prepare for equipment testing purposes, if any) must be excluding Consumables (as its priced)

DESCRIPTION OF REQUIREMENT	REQUIREMENT SPECIFICATION

Table 2

Initial here obo Tenderer

3. LAYOUT DRAWING

A drawing, indicating the dimensions of the total equipment (existing equipment as well as proposed new items of equipment) with a layout proposal within the framework of available space at the designated zone of the Premises.

Name of Tenderer

--End of Annexure D --

Initial here obo Tenderer

Annexure E

BRIEFING SESSION ATTENDANCE CERTIFICATE : GPW-2024/25-10

--End of Annexure E ---

Initial here obo Tenderer

BID NUMBER: GPW_____

CLOSING DATE:

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Annexure SBD 1

PART A
INVITATION TO BID

BID NUMBER:	GPW-2024/25-10	CLOSING DATE:	27 November 2024	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURE, SUPPLY, INSTALLATION AND COMMISSIONING OF A NEW AND COMPLETE SHEET-FED OFFSET PRINTING PRESS AT THE GOVERNMENT PRINTING WORKS AND TO PROVIDE SUPPORT AND MAINTENANCE FOR A PERIOD FOR 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	Kuben Moodley & Thomas Khumalo	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	noko.kekana@gpw.gov.za		E-MAIL ADDRESS	Kuben.moodley@gpw.gov.za thomas.khumalo@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	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE					

STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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
GPW Contact Person

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.

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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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BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

--End of Annexure SBD 4 --

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**Annexure SBD 6.1**

**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**
149 Bosman Street, Private Bag X 85, Pretoria, 0001

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

TENDER GPW-2024/25-10

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof ownership by persons with disability together with the bid will be interpreted to mean that preference points for ownership by persons with disability are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**functionality**” means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- (b) “**prices**” includes all applicable taxes less all unconditional discounts;
- (c) “**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

5. BID DECLARATION

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

6. SPECIFIC GOALS CLAIMED:

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 f yes, indicate:

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

(Tick applicable box)

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

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

v)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

WITNESSES

1.....

.....

---End of document SBD 6.1---

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

Annexure FORM IV

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-2024/25-10

IN TERMS OF SECTION 11 (2) (a) OF THE PROTECTION OF PERSONAL INFORMATION ACT,
2013 (ACT NO. 4 OF 2013)

TO (SUPPLIER OR SERVICE PROVIDER NAME) :

FROM: GOVERNMENT PRINTING WORKS

Contact number (s) : 012 764 3959

Fax number: N/A

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

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

Signature of designated person

Date: 31 October 2024

PART B

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

☐ Give my consent.

For my information to be published in the National Treasury Eportal that is available online
on www.gpw.gov.za and on www.etenders.gov.za or the website of the Government Communication
and Information Systems (GCIS).

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

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

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

Initial here obo Tenderer

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.

- i. The General Conditions of Contract will form part of all bid documents and may not be amended.
- ii. 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

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

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General Conditions of Contract

1. Definitions

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

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- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract document and information; inspection

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

6. Patent rights

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

7. Performance security

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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- 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.
- 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
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shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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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 twenty-four (24) 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 twenty-four (24) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

- 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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same

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quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the

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supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

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restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a valid tax status PIN, submitted by the bidder.

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33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

General Conditions of Contract (revised July 2010)

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