



DEPARTMENT	GOVERNMENT PRINTING WORKS
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE, SUPPLY AND COMMISSION AN AUTOMATED EXAMINATION DOCUMENTS PACKAGING, CONVEYING AND COLLATING SOLUTION TO BE INTEGRATED WITH AN EXISTING EXAMINATION DOCUMENTS COLLATING/PACKAGING PRODUCTION SYSTEM AT THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA
TENDER NUMBER	GPW-2024/25-14

BRIEFING SESSION	Yes ☒ No ☐	SESSION COMPULSORY	Yes ☒ No ☐
BRIEFING	VENUE	83 Visagie Street, Pretoria Boardroom	TIME 10H00
	DATE	13 DECEMBER 2024	

CLOSING DATE	17 JANUARY 2025
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)**



**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:



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.

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BID NUMBER: GPW-2024/25-14

CLOSING DATE: 17 January 2025

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS



THE GOVERNMENT PRINTING WORKS

REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER

APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE, SUPPLY AND COMMISSION AN AUTOMATED EXAMINATION DOCUMENTS PACKAGING, CONVEYING AND COLLATING SOLUTION, TO BE INTEGRATED WITH AN EXISTING EXAMINATION DOCUMENTS COLLATING/PACKAGING PRODUCTION SYSTEM AT THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA.

TENDER NUMBER: GPW-2024/25-14

COMPULSORY BRIEFING SESSION

DATE: 13 DECEMBER 2024 at 10:00

CLOSING DATE: 17 JANUARY 2025 at 11:00

NOTE TO TENDERERS:

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

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SECTION A

1. INTERPRETATION

- 1.1. Reference to any gender implies also the other genders;
- 1.2. Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:
 - 1.2.1. **“Business Days”** shall mean any day other than a Saturday, Sunday and public holiday in South Africa;
 - 1.2.2. **“Closing Date”** shall mean **17 JANUARY 2025** 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, (Act1996;
 - 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. **“Dynamically formed Box”** means a unique sized box formed to enclose the document packages on the document packaging system;
 - 1.2.7. **“GPW or Government Printing Works”** 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. **“Image”** shall mean an A4-format paper sheet, printed on one side;
- 1.2.11. **“Job Type”** means an examination subject type or a combination of subject types (e.g. Biology or Biology, English, Mathematics and Physical Science paper(s) delivered to one of the packaging systems as Printed examination material document(s)) and the quantities of such subject type(s) to be packaged per location in accordance with a pre-defined packing list (e.g. to be packaged per examination center);
- 1.2.12. **“OEM”** means the Original Equipment Manufacturer
- 1.2.13. **“PAIA”** shall mean the Promotion of Access to Information Act, 2000 (Act No.2 of 2000), as amended;
- 1.2.14. **“PAJA”** shall mean the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000) together with the regulations promulgated under this Act;
- 1.2.15. **“PFMA”** shall mean the Public Finance Management Act, 1999 (Act No1 of 1999) together with the regulations promulgated under this Act for 2022;
- 1.2.16. **“POPIA”** shall mean the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).
- 1.2.17. **“Premises”** shall mean GPW’s facilities where business operations are conducted – 83 VISAGIE Street, Pretoria, South Africa. Once the service provider is appointed, they will visit 149 BOSMAN Street, Pretoria in order to entrench and execute the project’s roll-out.
- 1.2.18. **“Printed Examination Material Document”** shall mean:
- 1.2.18.1. a single A4-format sheet with Images printed either simplex or duplex;
or
- 1.2.18.2. an A3-format sheet, folded to A4-format and printed with multiple Images either simplex or duplex; or
- 1.2.18.3. a saddle-stitched booklet, consisting of 8 (eight) or more pages with images printed either simplex or duplex;
- 1.2.19. **“PPPFA”** shall mean the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) read together with the Procurement Regulations and as aligned to the February 2022 Constitutional Court judgement;

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- 1.2.20. **"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, practice notes and all other relevant laws and policies;
- 1.2.21. **"Returnable Documents"** shall mean the following documents:
 - 1.2.21.1. Duly signed and completed Section A & Section B (price schedule) of this RFT;
 - 1.2.21.2. Duly completed Annexure ONE: Technical Specifications
 - 1.2.21.3. Annexure TWO: Company Profile including but not limited to a project list of a number of projects, where a mechanised document collating and packaging line similar to that stipulated on this RFT, was installed. The submission must include the duration for the completion of the listed installations.
 - 1.2.21.4. Annexure THREE: Schedule of the Tenderer's project details;
 - 1.2.21.5. Annexure FOUR: Original Equipment Manufacturer's (OEM's) ISO 9001 certifications, issued by a certification body accredited to a recognised accreditation standard, including expired certifications for the frequencies that the company was certified.
 - 1.2.21.6. Annexure FIVE: Project management plan.
 - 1.2.21.7. Annexure SIX: Contactable references.
 - 1.2.21.8. Annexures A: JV/Consortium Agreement (if applicable)
 - 1.2.21.9. Annexure B: Term Sheet
 - 1.2.21.10. Annexure C: Proof of registration with the Central Supplier Database (CSD)
 - 1.2.21.11. Annexure D: Summary of environmental control and related requirements, testing materials requirements and layout drawing(s);
 - 1.2.21.12. Annexure D: Briefing session attendance certificate
 - 1.2.21.13. Duly completed and signed Annexure SBD 1 – Invitation to Bid;
 - 1.2.21.14. Duly completed and signed Annexure SBD 4 – Bidder's Disclosure;
 - 1.2.21.15. Duly completed and signed Annexure SBD 6.1 – Preference Point

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Claim Form;

1.2.21.16. Duly completed and signed Consent Form – Form IV

1.2.21.17. General Conditions of Contract

1.2.22. **“RFID”** shall mean Radio Frequency Identification

1.2.23. **“Solution”** shall mean:

1.2.23.1. New transporting system to move the current Examination Material Documents already in dynamically formed boxes from the current 2 x CMC 2800/1000 and 1 x CMC 2800/500 automated picking, packaging and carton wrapping systems into an automated collating solution.

1.2.23.2. Upgrading of the current CMC 2800/500 to not less than the dynamically formed box throughput of the CMC 2800/1000. This entails inclusion to upgrade the current integrated Carton Wrap section only.

1.2.23.3. Three CMC2800/1000 systems combined projected throughput of a capacity of not less than 3,000 dynamically formed boxes per hour. The proposed solution must integrate all three outputs and cater for the maximum capacity of not less than 3,000 dynamically formed Boxes per hour, seamlessly into a new automated collating system.

1.2.23.4. The new proposed solution must integrate into the current CMC2800/1000 tracking, tracing, production, and job management software. The solution must provide a single integrated view showing picked documents through to collating destination, and;

1.2.23.5. Development and integration of the new data management systems and related software applications, towards managing and controlling the entire new transporting and collating solution as a single integrated production system.

1.2.23.6. Provide a solution to pack the collated dynamically formed boxes into transit, attached lid containers that will be supplied as part of another solution. For purposes of the RFT, the respondent must supply the required quantity of containers, for system testing and implementation only.

1.2.24. **“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,
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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;

- 1.2.25. **“Successful Tenderer”** shall mean the person to whom the Definitive Agreement is awarded through the process contemplated in this RFT;
- 1.2.26. **“Tender”** shall mean a written offer on the tender documents prescribed by the Accounting Authority response to an invitation to tender;
- 1.2.27. **“Tenderer”** shall mean the person submitting a Tender (i.e. the Tenderer) in response to this RFT;
- 1.2.28. **“Term Sheet”** shall mean the term sheet attached hereto as Annexure B and which will form part of the Definitive Agreement;

2. INTRODUCTION AND GPW REQUIREMENTS

- 2.1. GPW is mandated to produce printed matter and related services on behalf of the Government of South Africa. These services include manufacturing a variety of documents, such as examination materials, which require a secure processing system.

2.2. Requirements

At present, the GPW operates three (3) mechanised printed examination material document collating/packaging lines (1 x model CMC 2800/500 line and 2 x model CMC 200/1000 lines) for its examination packaging system. The system was manufactured and commissioned by Messrs CMC S.r.l in Italy. The collating/packaging system is configured as follows:

2.2.1. 1 x CMC 2800/500 Line

- 2.2.1.1. A printed examination material document collating/packaging system, consisting of 8 (eight) x in-feed hoppers ([four] x pairs) and laid out to feed from both sides onto a central conveyor;
- 2.2.1.2. Each of the feeders is equipped with a vision system, capable of reading standard fixed or variable (unique per document) linear barcodes for identification of a document type;
- 2.2.1.3. Capacity to batch feed and stack document packs in accordance with a pre-defined packing list (e.g. pack 1 of 3, pack 2 of 3 etc.);
- 2.2.1.4. A conveyor provides mechanical transportation of packs throughout the system for automated delivery into an in-line film-wrapping station;

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- 2.2.1.5. A label applicator mechanically adds an identification label to each film-wrapped pack.
- 2.2.1.6. Since individual packs vary in height and weight, an in-line weigh bridge weighs individual packs to ensure correct quantity of documents;
- 2.2.1.7. Packs are transported into the in-line dynamic box manufacturing system where:
 - 2.2.1.7.1. Packs are mechanically measured; and
 - 2.2.1.7.2. A unique corrugated box size per pack is made;
 - 2.2.1.7.3. The pack is mechanically inserted inside the corrugated box and sealed by means of glue, with a security tracking label (RFID and Print) automatically applied to the box;
 - 2.2.1.7.4. The corrugated box is cross-strapped and a tamper evident label applied to the area where the cross straps are welded together as a tamper evident feature;
- 2.2.1.8. A data management system and related software applications are deployed to manage and control the total equipment to operate as a single production system.
- 2.2.1.9. The entire system from picking of documents to final product is automated with no manual intervention.

2.2.2. 2 x CMC 2800/1000 Line

- 2.2.2.1. A printed examination material document collating/packaging system, consisting of 8 (eight) x in-feed hoppers ([four] x pairs) and laid out to feed from both sides onto a central conveyor;
- 2.2.2.2. Each of the feeders is equipped with a vision system, capable of reading standard fixed or variable (unique per document) linear barcodes for identification of a document type;
- 2.2.2.3. Capacity to batch feed and stack document packs in accordance with a pre-defined packing list (e.g. pack 1 of 3, pack 2 of 3 etc.);
- 2.2.2.4. A conveyor provides mechanical transportation of packs throughout the system for automated delivery into an in-line film-wrapping station;
- 2.2.2.5. A label applicator mechanically adds an identification label to each film-

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wrapped pack.

2.2.2.6. Since individual packs vary in height and weight, an in-line weigh bridge weighs individual packs to ensure correct quantity of documents;

2.2.2.7. Packs are transported into the in-line dynamic box manufacturing system where:

2.2.2.7.1. Packs are mechanically measured; and

2.2.2.7.2. A unique corrugated box size per pack is made;

2.2.2.7.3. The pack is mechanically inserted inside the corrugated box and sealed by means of glue, with a security tracking label (RFID and Print) automatically applied to the box;

2.2.2.7.4. The corrugated box is cross-strapped and a tamper evident label applied to the area where the cross straps are welded together as a tamper evident feature;

2.2.2.8. A data management system and related software applications are deployed to manage and control the total equipment to operate as a single production system.

2.2.2.9. The entire system from picking of documents to final product is automated with no manual intervention.

2.3. Pertaining to the UPGRADE SOLUTION (***TENDERERS must refer to ANNEXURE ONE, clause 2, Technical Specifications for a breakdown of the requirements***

GPW wishes to increase its collating/packaging production output by:

2.3.1. Upgrading the existing CMC 2800/500 to equal that of a CMC 2800/1000, by means of replacing the current carton-wrapping section only. The capacity to be increased from a 500 to not less than 1000 boxes per hour, in order to have 3 lines of comparable specifications and cater for the overall desired capacity.

The additional dynamic box manufacturing unit will provide to the yielding of a combined total capacity output of fifty (50) boxes per minute;

2.4. Pertaining to the AUTOMATED TRANSPORTATION, AND COLLATING SOLUTION, the following is required:

2.4.1. An integrated system which forms part of the current software management
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system

- 2.4.2. Must collate multiple job types at the same time. It is projected that a **minimum of 20 collation points** for different destinations will be required
- 2.4.3. Each job type must be collated in a separate physical production work cell.
- 2.4.4. The collated dynamically formed boxes will be packed into attached lid containers. The main supply of the containers is on another solution, however for purposes of this RFT, the respondent will supply the required quantity of containers for system testing only.
- 2.4.5. In an instance where a collation point is full, the system must continue collating the dynamically formed boxes at additional collating points if required in a back-up manner.
- 2.4.6. The software management system will manage the location of dynamically formed boxes.
- 2.4.7. In such a case, that all collation points are full or congested the systems must divert all dynamically formed boxes to an overflow exit point and alert the operations.
- 2.4.8. The entire workflow and management system of the transporting systems and collation environment must be fully automated and integrated into current management software systems
- 2.4.9. The dynamically formed boxes must follow the packing requirements as indicated on a packing list or as selected by an operator.
- 2.5. Pertaining to the ATTACHED LID CONTAINERS
 - 2.5.1. The attached lid containers will be customized to fit compactly, onto the collating units, to ensure uninterrupted operation.
 - 2.5.2. Specifications for the collating bins (technical drawings, etc.) must be made available as input for the design of the attached lid containers.
 - 2.5.3. The main supply of the attached lid containers is not part of this tender application, however for purposes of this RFT, the required quantity of containers will be supplied for system testing only.
 - 2.5.4. Only Solutions that are commercially available at the time of the RFT's closing date, will be considered (no bids for future solutions will be accepted).

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- 2.6. A project management plan, with regular progress reporting on the status of the project, to include but not limited to the following:
 - 2.6.1. Consideration of all the RFT requirements
 - 2.6.2. List of project requirements and objectives
 - 2.6.3. List of project deliverables in sequence and due dates
 - 2.6.4. Detailed project schedule
 - 2.6.5. List of anticipated risks for the project and applicable control measures.
- 2.7. Facilitation for the on-site factory inspection of the solution at the manufacturer's premises, prior to installation at the GPW by a delegation from the GPW.
- 2.8. Provision of a checklist of equipment components as per the installation approved during the on-site factory inspection.
- 2.9. Provision of training for the nominated GPW personnel (production & maintenance).
- 2.10. Skills transfer of the maintenance function to nominated GPW personnel.
- 2.11. Maintenance support for a period of five years post the implementation of the solution.
- 2.12. It is important that the Solution offered be locally supported from a spare-part, service and consumable perspective. After commissioning of the Solution, the GPW will enter into a maintenance agreement with the Successful Respondent, with the objective to maintain the Solution in a state of readiness.
- 2.13. The purpose of this RFT is to identify, in compliance with the Procurement Laws, an appropriate and suitably qualified Tenderer with whom GPW will conclude the Definitive Agreement.

3. TENDER DOCUMENTATION

- 3.1. The document compact contains the following:
 - 3.1.1. This RFT document consisting of Sections A & B respectively;
 - 3.1.2. Annexure ONE: Technical specifications;
 - 3.1.3. Annexure TWO: Tenderer company profile;
 - 3.1.4. Annexure THREE: Schedule of the Tenderer's project details;
 - 3.1.5. Annexure FOUR: ISO 9001 certifications and OEM letter or certificate of authorisation;
 - 3.1.6. Annexure FIVE: Project management plan;
 - 3.1.7. Annexure SIX: Contactable references;

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- 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

- 4.1. In terms of this tender, the successful tenderer will be responsible for the following:
 - 4.1.1. Manufacturing, supply and commissioning of the Solution
 - 4.1.2. Commissioning of all software components necessary to integrate the total equipment (existing equipment and the new equipment offered) towards operating as a single production system;
 - 4.1.3. Facilitate for the on-site factory inspection and approval of the solution at the manufacturer's premises by a delegation from the GPW.
 - 4.1.4. the GPW will nominate personnel designated to operate the Solution. The Successful Respondent will train the nominated GPW personnel to a level of competency where such personnel can operate the Solution independently; and
 - 4.1.5. Skills transfer of the maintenance function to nominated GPW personnel.
 - 4.1.6. providing the GPW, after commissioning of the Solution, with such maintenance services as may be necessary to maintain the entire sortation/packaging system (existing system and the new system(s) offered) in a state of readiness.
 - 4.1.7. Providing the GPW, after commissioning of the solution with support and maintenance for a period of 5 years.

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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	Date
1	RFT Documents available	06 DECEMBER 2024
2	Briefing session	13 DECEMBER 2024
3	Last date to submit written clarification questions	06 JANUARY 2025
4	Last date for GPW to respond to written questions, if any, in writing	08 JANUARY 2025
5	Tender submissions due date (Closing Date)	17 JANUARY 2025

- 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.

6. ADDITIONAL INFORMATION REGARDING QUERIES AND BRIEFING

- 6.1. Tenderers must submit the names of their representatives to GPW's contact person as indicated per Section A par. 9.1 below (attendance is limited to a maximum of 2 [two] representatives per Tenderer). A completed and 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 issued

- 6.2. Tenderers may also submit written questions via e-mail to the contact person as indicated per Section A paragraph 9.1 of this RFT document, until 16h00 on **06 JANUARY 2025**.

GPW will, at its reasonable discretion, endeavor to answer in writing before 16h00 on **08 JANUARY 2025** 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

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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).

- 6.3. Tenderer's are is kindly requested to submit to GPW's contact person (as indicated per Section A par. 9.1) their relevant contact details which GPW will rely on to effect any communication as indicated per Section A par. 6.2 above.

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
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

- 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 will be accepted regardless of how late it is.

8. JOINT VENTURES/CONSORTIUMS

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

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- 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 specifications

Ms. Queen Phenya at Queen.Phenya@gpw.gov.za

AND

For SCM related queries

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

- 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**,

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Administrative Compliance and Technical/Functionality Evaluation. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold on any Functionality stage (i.e. 3A, 3B and 3C), 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 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 and the tender will be disqualified. Should a bidder consider to attach an alternative pricing schedule, they must ensure that the originally supplied pricing schedule is also completed fully and signed. Failure to do so, the pricing schedule will be considered as incomplete and the tender will be disqualified.

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- c) Valid Original Equipment Manufacture's letter or certificates of authorisation for equipment, products and/or services required on this RFT. The letter should be valid at the close of the tender.
- d) Compulsory briefing session certificate to be attached to the tender document. Failure to attach a certificate will result in the tender being disqualified.

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

10.4.3. Stage 3: Functionality / Technical Evaluation

Any tenderer who does not meet the minimum threshold of **70 points** on 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	Certified copies of valid ISO 9001 certifications issued by a certification body accredited to a recognised standard in the name of the OEM, including copies of certificates for previous certifications, for each time the tenderer was certified. The latest valid certificate is a requirement for scoring points under this criteria and should be valid at the close of the tender. a) 3 or more sets of certificates – (20 points) b) 2 sets of certificates – (15 points) c) 1 set of certificates – (10 points) d) No certificates provided – (0 Points)	20

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1.2	Project management plan for the RFT requirements outlining the following: a) Consideration of all the RFT requirements b) List of project requirements and objectives c) List of project deliverables and due dates d) Detailed project schedule e) List of anticipated risks for the project and applicable control measures. i. Submitted project management plan covers all the five requirements above – (35 points) ii. Submitted project management plan covers any four of the listed requirements – (30 points) iii. Submitted project management plan covers any three of the listed requirements – (20 points) iv. Submitted project management plan covers less than three of the listed requirements – (0 points)	35
1.3	List of number of projects and their duration, implemented at other institutions, where a fully functional mechanised document collating and packaging system, similar to that specified in this RFT was installed. The listed projects must not be older than 10 years from the date of the closure of this tender. The tenderer must supply signed reference letters with contactable references on the client letter head, corresponding to their listed projects a) List of five or more projects and corresponding reference letters provided – (45 points) b) List of four projects and corresponding reference letters provided – (40 points) c) List of three projects and corresponding reference letters provided – (35 points)	45

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	d) List of two projects and corresponding reference letters provided – (30 points) e) One project and corresponding letter provided – (25 points)	
	TOTAL POINTS	100
	MINIMUM THRESHOLD	70

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

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 value of the project is estimated to be above R 50 000 000,00 therefore the 90/10 scoring system will be applied, however should the lowest acceptable tender be below R50 000 000 a 80/20 scoring system will apply.

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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:

$$P_s = 80/90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)		Number of points claimed (80/20 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 tenderer/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 tenderer.

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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. Reject any Tender that:
 - 11.1.4.1. Fails to commit to the key deliverables required by this RFT;
 - 11.1.4.2. Is submitted not as set out in clause 7;
 - 11.1.4.3. Contains any information that is found to be incorrect or misleading in any way; or
 - 11.1.4.4. 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. Tenderers will not be requested or permitted to alter their bids after the deadline for receipt of bids. GPW will only forward questions to tenderers for clarification, needed to evaluate their bids but will not ask or permit tenderers to change the substance or price of their bids after bid opening. Requests for clarification and the tenderer'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. Tenderers will have no claim against GPW or against any of its officers, employees,

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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.

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

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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 11.10.3

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

11.10.2. 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.

11.11. Decisions on Tenders

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

- 11.11.2. 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:

11.11.2.1. 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

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

11.11.2.3. impose on the Tenderer, a penalty not exceeding five per cent of the value of the contract.

11.12. Notification

- 11.12.1. 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.

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11.13. Restriction from Tendering or Contracting

11.13.1. 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:

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

11.13.1.2. Failed to react to written notices properly sent to it; or

11.13.1.3. 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.

11.14. Representation

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

11.14.2. 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: _____

Who hereby warrants his authority.

--- End of RFT Section A ---

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SECTION B**BID PRICE DETAILS TENDER GPW-2024/25-14**

1. Purchase cost.		State amount*
1.1	State an all-inclusive cost (including freight, packaging, insurance, etc.) for the supply and installation of the Solution, as defined per Annexure ONE	
1.2	VAT (if applicable) on the amount as stated per RFT Section B par. 1.1	

2. Maintenance cost		State amount*
2.1	State the standard maintenance cost per annum, for the Solution offered as per RFT Section B par. 1, during the warranty period.	
2.2	State the total maintenance cost for the solution offered as per RFT Section B par. 1, during the first forty-eight (48) months outside the warranty period.	
2.3	VAT (if applicable) on the amounts as stated per RFT Section B par. 2.1 & 2.2	

Note 1

Maintenance cost stated per RFT Section B par. 2.1 & 2.2 must include the cost of a spare parts kit, as prescribed by the machine manufacturer for standard preventative maintenance, as well as labour cost to execute such standard preventative maintenance.

3. Training		State amount*
3.1	State the cost for on-site training, at the manufacturer's premises, of four (4) GPW operators for ten (10) days @ eight (8) hours per day	
3.2	State the cost for on-site training at the GPW site once solution is installed, of eight (8) GPW operators for sixty (60) days @ eight (8) hours per day	
3.3	VAT (if applicable) on the amount as stated per RFT Section B par. 3.1 & 3.2	

Note 1

Any other training to be provided will be sourced from the successful tenderer, on a quotation basis.

4. Factory Testing and Inspection		State amount*
4.1	State the cost for on-site factory inspection of solution and approval, by delegation of five (5) GPW managers, for four (4) days @ eight (8) hours per day.	
4.2	VAT (if applicable) on the amount as stated per RFT Section B par. 3.1 & 3.2	

5. Checklist of equipment components	State amount*
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5.1	State the cost to compile a list of the equipment components as per the installation inspected, approved and operated during the factory test.	
5.2	VAT (if applicable) on the amount as stated per RFT Section B par. 5.1	

6. Incidental cost		State amount*
6.1	Are there any other incidental costs, which have not been included in RFT Section B par. 1 to 5 above? If so, please state them here	
6.2	VAT (if applicable) on the amount as stated per RFT Section B par. 4.1	

Total (cost as reflected per RFT Section B paragraphs 1.1, 2.1, 2.2, 3.1, 3.2, 4.1, 5.1 and 6.1)

VAT (totals as reflected per Section B paragraphs 1.2, 2.3, 3.3, 4.2, 5.2 and 6.2)

TOTAL BID PRICE

State amount*

* Note

Tenderers should note the following:

- Prices to be quoted in ZAR; or
- 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.

* 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 and the tender will be disqualified. Should a bidder consider to attach an alternative pricing schedule, they must ensure that the originally supplied pricing schedule is also completed fully and signed. Failure to do so, the pricing schedule will be considered as incomplete and the tender will be disqualified.

Signed at _____ this _____ day of _____ 20__

For and on Behalf of _____

Name: _____

Position: _____

Who hereby warrants his authority.

--End of Section B--

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Annexure ONE**Tender number: GPW-2024/25-14****1. Background information**

- 1.1. At present, GPW operates a combined mechanised production line for collating/packaging of various job types, for its examination production operations. GPW wishes to convert its existing manual processes after document packaging and boxing, into an automated one. The processes must be automated and provide a high security tamper evident solution that requires minimal to no manual intervention. Its objective is to transport packaged dynamically formed boxes to collating points for packaging into attached lid containers of specifications detailed in in this RFT document.
- 1.2. Collate and package in a secure tamper evident manner, which is traceable to destinations.
- 1.3. Pertaining to examination production in particular, its packaging solution embraces the following main activities:
 - 1.3.1. GPW prints examination material documents, using its internal printing processes. These examination papers are then finished into the format of Printed examination material documents;
 - 1.3.2. Printed examination material documents are loaded onto the collating/packaging system's in-feeders; and
 - 1.3.3. GPW loads data to define Job Types (packaging schedules, defining examination subject types & quantities per location) onto the Solution. The Solution then collates the required quantities of examination papers per location, in sequence from individual in-feeders; film-wrap such packs and create dynamic box sizes for automated packaging and labelling of individual boxes.
 - 1.3.4. Document box sizes dimension of:
 - 1.3.4.1. Minimum box size: 240mm(Width) x 150mm(Length) x 30mm(Height)
 - 1.3.4.2. Maximum box size: 600mm(Width) x 350mm(Length) x 200mm(Height)
- 1.4. In relation to examination PROCESSING, this RFT is aimed at acquiring the following:
EXISTING PROCESS
 - 1.4.1. Printed examination material documents are loaded manually into the in-feeder stations, where examination material documents are counted per subject type in accordance with an electronic packing list. GPW's existing in-feeders have

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adequate loading capacity.

- 1.4.2. Film-wrap counted printed examination material documents in variable size packs per location and then wrapped into variable sized carton wrapped tamper evident boxes, referred to in this document as Dynamically Formed Boxes. It must be noted that GPW's existing packaging system is configured as follows:

1.4.2.1. 3 x packaging lines from picking of examination material documents, batching into bundles, bagging, bundling bags, strapping, carton wrapping (dynamically formed boxes), all labelling, strapping and tamper evidencing.

1.4.2.2. Full tracking and tracing of every single examination material document packaged which is traceable via a barcode number

1.4.2.3. Each packaging line produces a complete dynamically formed box, which contains printed examination material documents.

1.4.2.4. The software management system manages the entire process from individual examination material document picking and feeding to completed dynamically formed box

1.4.2.5. Each packaging line is equipped with a vision system, capable of reading barcodes as follows:

1.4.2.5.1. Standard fixed linear barcodes for identification of a document type; and

1.4.2.5.2. Standard variable (unique per document) linear barcodes;

1.4.2.5.3. Barcodes as printed on all labels on packed bags, stacked bundles and dynamically formed boxes

1.4.2.6. Each line accurately counts/feeds the required quantity of printed examination material documents, as pre-determined order to output packs, in accordance with the packaging list information.

- 1.4.3. Individual packs, per examination type, packaged in corrugated material boxes (dynamically formed boxes) fitted to the variable sizes of individual packages, closed on all four sides, include tamper evident properties and properly labelled, to facilitate consignment deliveries per location.

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- 1.4.3.1. 2 lines produce up to 16 dynamically formed boxes per minute each where the 3rd line produces up to 8 dynamically formed boxes per minute. As part of the tender response, upgrade of the 3rd line to not less than 16 corrugated boxes per minute must be included.
- 1.4.4. The current manual containerising of the dynamically formed boxes entails the following.
 - 1.4.4.1. Current containers where the corrugated document boxes are packed into are:
 - 1.4.4.1.1. made from carton (not reuseable)
 - 1.4.4.1.2. no robust and are sensitive to handling abuse and environmental elements
 - 1.4.4.1.3. maximum dimension 440mm (L) x 300mm (W) x 250mm (H)
 - 1.4.4.1.4. are sealed using a tamper-proof tape
 - 1.4.4.1.5. are marked with consignment destination details with a standard label and A4 sheet
- 1.4.5. Currently dynamically formed boxes exit each line and are manually stacked and collated at the machines outputs.
 - 1.4.5.1. Limiting the ability to run a single job per machine across all machines due to the manual packing and manual consolidation of jobs
 - 1.4.5.2. Working space around the automated packaging lines become congested with boxes, restricting working space
 - 1.4.5.3. Dynamically formed boxes are collated using a manual packing list
 - 1.4.5.4. Packing of containers is currently manually done and open for discretion and inaccuracies.
 - 1.4.5.5. No automated tracking and tracing of document boxes into container boxes
- 1.4.6. Corrugated box off-cuts from the packaging waste streams, are collected onto make-shift boxes which are manually removed for disposal

NEW ENVISAGED PROCESS RFT

- 1.4.7. The dynamically formed boxes from all three lines must be transported directly:

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-
- 1.4.7.1. Into an automated transport system
 - 1.4.7.2. Automatically collate dynamically formed boxes based on consignment destination requirements.
 - 1.4.7.3. Provides continuous uninterrupted collation.
 - 1.4.7.4. Manage collation overflow.
 - 1.4.7.5. Collate dynamically formed boxes which require distribution at future dates
 - 1.4.7.6. Provide system managed and audited dynamically formed box collating
 - 1.4.7.7. Provide system managed and audited attached lid container filling.
 - 1.4.7.8. Use barcode and RFID technology to audit dynamically formed boxes and attached lid containers as and where required.
 - 1.4.7.9. Managed by the system software in compliance with the consignment packing and distributions.
 - 1.4.7.10. Distribution and collation data will be supplied by GPW
 - 1.4.7.11. Consignments are to be packed in return transit packages or attached lid containers. The main supply of these containers is on another solution. For purposes of this RFT, the respondent will supply the required quantity of the containers for system testing only.
 - 1.4.7.12. Consignments are to be packed in corrugated cardboard boxes, in exceptional circumstances, which will be supplied by GPW.
 - 1.4.7.13. The packed attached lid containers from all the installed collation points must be transported directly:
 - 1.4.7.13.1. Into an automated transportation system leading to a sorting area to be allocated during the implementation of this solution.
 - 1.4.7.13.2. Provides continuous uninterrupted flow of attached lid containers.
 - 1.4.7.13.3. Manage attached lid container overflow.
 - 1.4.7.13.4. Provide system managed handover of attached lid container or other container consignments to a courier or delivering

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party.

1.4.7.13.5. Provide an in-line waste disposal solution for the box manufacturing waste streams of the three lines, made up of:

- a) Conveyance system for carton cut-off wastes
- b) In-line shredder units connected to the conveyance system
- c) Collection containers for the shredded waste

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2. TECHNICAL SPECIFICATIONS

2.1 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

SECTION 1:

Specification: Automated Examination Document Packaging, Conveying and Collating.

1.1 Transporting System

(a)	The document box Transporting System must be configured as follows:	
(i)		Integrate into the output sections of all three existing Printed examination material document Collating/Packaging (CMC 2800/1000 and upgraded CMC 2800/500) Lines to accept and transport completed dynamically formed boxes downstream (automated collating and packing) without human intervention.
(ii)		Connect and merge all three existing Printed examination material document Collating/Packaging Lines (CMC 2800/1000 and upgraded CMC 2800/500) into a proposed main transportation line leading to the new Automated Collating and Packing Solution.
(iii)		The proposed main transportation line should be able to operate with either all of the packaging lines running or any of their running combination.
(iv)		The operation of the transport system must be fully automated
(v)		With limited space on the production floor, it is required that the Transporting System be designed (implemented) in a way that does not inhibit the working space and movement of products within the current production floor space.
(vi)	Be equipped with a vision system(s) and RFID reader system(s) to:	
	1)	Identify dynamically formed boxes entering the Transporting and Collating System.
	2)	Track dynamically formed boxes throughout the Transporting and Collating System.
(vii)		Be equipped with divert sections to:
	1)	Divert dynamically formed boxes from the Transporting System to a checkpoint when an error has been detected.
	2)	Divert dynamically formed boxes from the Transporting System to a temporary holding area in the event that the collating system is at capacity. Dynamically formed boxes can be re-loaded when the required space is available.

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	3)	Raise an alarm or some form of alert to indicate that the diversion stipulated in 2) above has been effected
(viii)		Divert sections must be equipped with a short conveyor and any required and related hardware for the operations to easily manage diverted dynamically formed boxes.
(ix)		In instances (point (vii), 1 and 2) above, there will be a requirement to manually load dynamically formed boxes back onto the Transportation and Collating System. The system must include:
	1)	Loading facilities to record and route dynamically formed boxes that are manually loaded onto the system.

(b)	For the transporting of dynamically formed boxes, the solution must have the capacity to manage a flow as follows:
(i)	The system must manage a flow of 1000 dynamically formed boxes per hour from each of the three production lines into the main transportation line.
(ii)	The main transportation line must therefore manage a maximum combined dynamically formed box flow of 3000 boxes per hour.

(c)	An integrated application with a graphical user interface must be provided that control the Transporting System. The software must have the following functions and abilities:	
(i)	Start and stop the Transporting System.	
	1)	The transporting system must integrate into the current packaging lines for dynamically formed box flow management.
(ii)	Manage the flow of dynamically formed boxes being transported.	
(iii)	All hardware control functions as may be required to operate the solution efficiently and safely	
(iv)	Route dynamically formed boxes into the temporary holding area in the event that the downstream collating system is unavailable to accept boxes, or no appropriate dispatch collating job is active.	
(v)	Raise alarm to alert of the diversion of dynamically formed boxes to temporary storage	
(vi)	Feedback into system to delay or stop process upstream of the diversion until bottleneck is cleared	
(vii)	Identify, record information and time-stamp dynamically formed boxes inducted from the production lines.	
(viii)	Track dynamically formed boxes and display identification information on a production user display.	

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(ix)	Time-stamp dynamically formed boxes handed off from the Mechanical Transportation Solution to the Automated Collating System.
(x)	Log records of dynamically formed boxes entering and exiting the Transporting System with full traceability.

(a)	As part of the solution, the respondent will supply the required quantity of returnable attached lid containers/security document safety boxes that are re-useable and provide security and traceability of the examination material contents. The respondent will need to calculate the quantity of containers required to test the system successfully. The supplied containers must comply to the following:
	(i) ALC structural properties:
	1) Dimensions of not less than 440mm (l) x 300mm (w) x 250mm (h), sized to enclose a multiple of dynamically formed boxes, compactly, without wasted empty spaces. (DFB dimensions are 350 mm (length) x 235 mm (width) x (30 up to 200 mm) (height)).
	2) Constructed from high density water repellent material.
	4) Easily assembled and stackable.

1.3 Collating System

(a)	The collating system must be configured as follows:	
	(i)	With a projected 20 (twenty) collating points/bins.
	1)	Provide indicator lights on the collating bins to indicate, but not limited to:
		i) No group assigned.
		ii) Group assigned.
		iii) Group in progress.
		iv) Group completed.
	v)	Bin mechanically full.
	2)	Provide a user input/display device on the bins with the ability for an operator to:
		i) Confirm when a completed group has been cleared from an output bin.
		ii) Show details of the allocated group with the collating progress.
	3)	To accommodate the collating and dispatching of up to 3 (three) different job types which could be run simultaneously, GPW requires that each job run within its own collating workspace.
(ii)	Designed specifically to accommodate attached lid containers to be designed and supplied as part of the solution	
(iii)	To collate dynamically formed boxes into the attached lid containers.	

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	(iv)	Make provision to collate and pack dynamically formed boxes into cardboard boxes, in exceptional circumstances . The cardboard boxes to be supplied by GPW.
	(v)	Projected 4 (four) manual sorting output bins. (Overflow bins)
	(vi)	Be equipped with vision reading systems to:
		1) Identify dynamically formed boxes entering the Collating System.
		2) Track dynamically formed boxes throughout the Collating System.
		3) Reconciliation for all dynamically formed boxes that entered the collating system and those packed into attached lid containers.
		4) Raise alarm if the number of dynamically formed boxes that entered and those that exited the system do not balance.
	(vii)	A projected 15 user terminals with all required peripherals to:
		1) Display information related to a collating group.
		2) Scan dynamically formed box barcodes using barcode and/or RFID.
		3) Print attached lid container and dolly/mobile pallet labels using ink that will not fade. (Label Size: 100mm x 100mm)
		4) Peripherals to capture and input any required information into a system.

(b)	For the collating of dynamically formed boxes, the solution must have the capacities as follows:	
	(i)	Collate up to a combined total of 3000 boxes per hour.
	(ii)	Each collating point to be equipped with the necessary buffering to ensure a steady flow of packages.
(c)	The functionality and abilities of the Collating System must include:	
	(i)	Hardware Controls:
		1) Start and stop the collating solution.
		2) Manage the flow of dynamically formed boxes being collated with adequate buffering to ensure steady flow
		3) Support bypassing of the storage and collating solution for errors and overflow.
		4) All hardware control functions as may be required to operate the solution efficiently and safely
		5) Collate dynamically formed boxes in the output bins in groupings as determined by data supplied by GPW and/or operator input.
		6) Operator alerts on full or completed group collations.
	(ii)	Application: - An integrated application must be provided; that manages the business process required to group and fill: (a) dynamically formed boxes; into subsequent transit attached lid containers, either individually or (b) packed into a group of containers onto other bulk transportation structures. This to be as required by job data that will be supplied by GPW, and job parameters as input by an operator. The functions and abilities must include:
		1) Ability to automatically associate individual transit attached lid containers and dynamically formed document box numbers.

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	2)	Ability to associate the appropriate dynamically formed boxes to individual transit attached lid container in progress.
	3)	Ability to associate dynamically formed boxes to an individual transit attached lid container based on the grouping required. These must be scanned/confirmed to the specific individual transit attached lid container and/or a group of stacked transit attached lid containers.
	4)	Manage the logical closing of attached lid containers.
	5)	Provide error and audit controls to ensure integrity and avoid scanning/association of an incorrect dynamically formed box into an attached lid container or closing attached lid containers that are incomplete.
	6)	Allow the closing of a completed attached lid container.
	7)	Generate and print an associated label for each grouping of completed attached lid containers for palletization.
	8)	Automatically assign attached lid container ID's to the pallet or suitable bulk transportation structures as these are generated.

1.4 Automated Transport System for Packed Attached Lid Containers

(a)		As part of the solution, an automated Transporting System to transport packed attached lid containers must be considered. The system must be configured as follows:
	(i)	Integrate into the output sections of all the collating points to accept and transport packed attached lid containers downstream without human intervention.
	(ii)	Connect and merge all collating points into a proposed main transportation line leading to the sorting area to be allocated at the implementation of this solution.
	(iii)	The proposed attached lid container transportation line should be able to operate with either all of the collating points or any of their running combination.
	(iv)	With limited space on the production floor, it is required that the Transporting System be designed (implemented) in a way that does not inhibit the working space and movement of products within the current production floor space.
	(v)	Be equipped with a vision system(s) and RFID reader system(s) to:
		1) Identify attached lid containers entering the Transporting System.
		2) Track attached lid containers throughout the Transporting System.
	(vi)	Be equipped with divert sections to:
		1) Divert attached lid containers from the Transporting System to a checkpoint when an error has been detected.

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			2)	Divert attached lid containers from the Transporting System to a temporary holding area in the event that the sorting area is at capacity. Attached lid containers can be re-loaded when the required space is available.
			3)	Raise an alarm or some form of alert to indicate that the diversion stipulated in 2) and 3) above has been effected
		(vii)		Divert sections must be equipped with a short conveyor and any required and related hardware for the operations to easily manage diverted attached lid containers.
		(viii)		In instances (point (vi), 1 and 2) above, there will be a requirement to manually load attached lid containers back onto the Transportation System. The system must include:
			1)	Loading facilities to record and route attached lid containers that are manually loaded onto the system.

1.5 Dispatch System

(a)	Dispatch modules connected to RFID managed areas is required for the dispatch of pallets or suitable bulk transportation structures and attached lid containers. The dispatch module must include and be configured as follows:		
	(i)	User terminals with all required peripherals:	
		1)	Display information related to a consignment for dispatch.
		2)	Hand Held Scanner to scan and record identification numbers, using barcodes, for attached lid container and pallet or suitable bulk transportation structures.
		3)	Heavy Duty Laser Printer to Print manifests. (A4)
		4)	Peripherals to capture and input any required information into the management system.
	(ii)	RFID data capturing technologies to register consignments handed over from the production to storage and storage to delivery environment.	
1)		For purposes of this tender, tenderers may assume that up to three RFID capture areas will be required.	

(b)	(i)	For the dispatching of consignments, the following functionalities should be included:		
		1)	Start and stop the dispatch function.	
		2)	Provide an insightful user interface that provides all necessary information for the efficient dispatching of consignments.	
		3)	Allow an operator to select dispatching by dolly/mobile pallet or durable plastic box.	
		4)	Detect and register dynamically formed boxes and attached lid containers passing through RFID areas.	
		5)	Allow retrieval of attached lid containers in temporary storage for dispatch	
		6)	Allow retrieval of loaded pallets or suitable bulk transportation structures not processed for dispatch.	

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		7)	Audit and validate that all dynamically formed boxes expected in the consignment are present (make provision for consolidation).
		8)	Provide error controls to rectify possible exceptions.
		9)	Dispatch a consignment on user confirmation.
	(ii)	Print a manifest for each dolly /mobile pallet or suitable bulk transportation structure or attached lid container.	
	(iii)	Update dynamically formed box records with a dispatched hand over delivery status.	

SECTION 2*******Specification: User Interface, System Management and Reports****2.1 User Interface**

(a)	Full visibility of dynamically formed document boxes within the environment are required at all times. The operating system must provide the following information on a dashboard or live display at any given time that provides information on:		
	(i)	Dispatch jobs in progress.	
	(ii)	Status of all jobs.	
	(iii)	Dynamically formed document boxes in progress and last known/status information.	
	(iv)	History and progress of all jobs on the system.	
	(v)	A list of queued Dispatch Jobs.	
	(vi)	Options for status alerts via SMS or E-mail to be considered	

2.2 System Management

(a)	All systems of the Solution must be offered inclusive of industry standard PC's and server based front-end system(s) capable of the following:		
	(i)	Data-input	
		1)	To serve as the Operator's interface with the total solution.
		2)	That can readily upload and seamlessly receive data related to collating and dispatching requirements.
		3)	That allows the operator to select and generate the Dispatch JOB ready to run and/or change over to new job as required depending on the priority of the job which needs dispatching and the requirements of the packing list files.
	(ii)	Data-output	
		1)	Capacity to report on but not limited to:

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		(i)	Dynamically formed document boxes in the system.
		(ii)	Collating System and Dispatch Audit Information: - all production reports - all dynamically formed document boxes, attached lid containers, pallets/suitable bulk transportation structure and dispatch audit trails. - all Dynamically formed document Box audit trail reports - all historical production data to be used for future business intelligence purposes.

	(iii)	Data Processing
	1)	Creation and management of all aspects of dispatch jobs.
	2)	Management of entire system including dynamically formed document boxes, attached lid containerisation, palletizing, dispatching audit information and tamper evidencing consumables serial number tracking.
	(iv)	Provide clear error messages indicating exact location of any error at any time including the precise error recovery procedures to ensure total product integrity remains intact at all times
	(v)	The Operator GUI interface must be accessible across the entire production line and factory floor. Multiple displays must be included for easy access to messages and interfaces.

(b)	A system to integrate all the information related to the packaging of examination documents.		
	(i)	Detect new packing jobs running on the existing production lines.	
	(ii)	Create, queue and manage dispatch jobs based on a grouping criteria selected by an operator, related but not limited to:	
	1)	Exam Types	
	2)	Provinces	
	3)	Regions	
	4)	Circuits	
	5)	Schools	
	(iii)	Allow the creating of grouping criteria in a flexible manner so as to input any grouping criteria	

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	(iv)	Consolidation and audit reporting of all documents generated out of the existing packaging lines to final handover under a single system software managing the end-to-end process. This includes from picking through to dispatch.		
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2.3 Reports

a)	The Solution must include reports allowing the effective management of the end-to-end system and enable research on historical production jobs to allow any serialised document, document box, durable plastic box, bulk transport or manifest reference to be researched.			
	(i)	Production reports that provide insightful and meaningful information for management and monitoring of production.		
	(ii)	Audit trail reports by serialised documents, dynamically formed boxes, durable plastic boxes, bulk transportaion, subject or route destination selectable by date, job, operator and other meaningful categories.		
	(iii)	Means to track an individual serialised exam material document lifecycle.		
	(iv)	Means to reconcile printed serialised examination material documents papers versus packaged and dispatched serialised examination material documents i.e. the system must create a report of all serial numbers, which have been printed and not dispatched.		

SECTION 3:

Specification: Upgrading of CMC 2800/500 to the same throughput as the CMC 2800/1000

3.1 Operator's interface

(a)	The box manufacturing solution must include a front-end system, e.g. PC or other similar device, to serve as the operator's interface with the related box manufacturing equipment.			
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(b)	The front-end equipment must cater for the following:		
	(i)	the interface must be offered with all related components, e.g. touch screen, monitor, etc. which are necessary for the operator to control the box manufacturing system.	
	(ii)	software applications required for the box manufacturing system to:	
		1	interface and be a fully integrated component of the total Solution with end to end audit trail
		2	allow the operator to operate the box manufacturing system as an independent, stand-alone production system on demand.
	(iii)	control functionality, which will enable the operator to select any specific job and fully prepare the box manufacturing system in accordance.	

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	(iv)	dynamically measure the incoming pack and carton wrap the pack into a glued secure sealed 4-sided box, which is tamper evident. The box size must be similar to the pack size, which can dynamically change in accordance with the packing list.
	(v)	provide audit trail reports and industry standard production statistic reports.
	(vi)	Provide clear error messages indicating exact location of any error at any time including the precise error recovery procedures to ensure total product integrity remains intact at all times
	(vii)	The Operator GUI interface must be accessible across the entire packaging line. Multiple displays must be included for easy access to messages and interfaces.

3.2 In-feed system

The corrugated box manufacturing system must:		
(a)	Be configured as follows:	
	(i)	Replace the existing boxing unit on the CMC 500 with a new unit, where the formed boxes are conveyed at 180 degrees with no direction changes, or any arrangement that will ensure the continuous automatic flow of the formed boxes with a throughput of 1000 boxes per hour.
		Operation to be fully automatic with no human intervention
(b)	In-feed system for the new boxing unit must be based on continuous fan fold double-sided corrugated carton manufacturing material.	
(c)	Support the staging of a mobile pallet of carton material.	
(d)	be capable of processing continuous fan fold corrugated carton packs as follows:	
	(i)	B-flute (liner 140 gr/m ² , fluting 125 gr/m ² , thickness 3,1 mm)
	(ii)	width of up to 1200 mm

(d)	the dynamic corrugated box manufacturing systems must:	
	(i)	be ergonomically friendly e.g. facilitate easy access to assist the operator with loading carton mobile pallets onto the in feed / unwind units.
	(ii)	provide for automated controls between the pack un-winders and the box manufacturing systems for control of material in-feed speed and stop/go controls.
	(iii)	the box manufacturing unit must utilise quick drying glue for the box assemblies in order that the assembled boxes becomes tamper evident and damaged if opened.
	(iv)	Once a box is opened it should not be able to be closed without tampering with evidence mechanisms
	(v)	The fan folded carton pack unwind units or in-feed devices must include automated web alignments and web-edge controls.

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3.3 Carton packaging				
	The upgraded carton packaging systems must be capable of creating dynamic (different cardboard box sizes) on demand from continuous (fan fold) Carton material			
	The following are required:			
	(a)	the system must be capable of manufacturing cardboard boxes in real time from raw material		
	(b)	capacity to manufacture:		
		(i)	a minimum dynamically formed box size:	
			1)	Of 240 mm(W) x 150 mm(L) x 30 mm(H)
			2)	At a mechanical throughput of not less 16 boxes per minute.
		(ii)	A maximum dynamically formed box size:	
			1	Of 600 mm(W) x 350 mm(L) x 200 mm(H)
			2)	At a mechanical throughput of not less than 16 boxes per minute.
3.4 Machine operations				
	Machine operations for the new boxing unit must cater for the following requirements:			
	(a)	Automated and real time management of dynamically formed box size manufacturing i.e. automated product dimensioning capability, followed by manufacturing of uniquely tailored boxes to suit variable product size in-feed from the existing CMC2800.		
	(b)	Intelligent product identification (e.g. barcode reading & verification against a data-base or data base files) for packaging of standardised product types		
	(c)	Accurately place/ insert strapped packages of varying sizes into a custom-dimensioned Attached Lid Boxes.		
	(d)	No fillers or packaging materials are to be used to fill boxes and hence box made must be strictly to the size of the contents.		
	(e)	For additional security, the dynamically formed boxes must be securely cross-strapped, however not limiting the space to place a label on the box.		
	(f)	The system must be offered inclusive of the following:		
		(i)	capacity for automated adjustment of all the dynamic box forming modules	

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	(ii)	all cutting, trimming and creasing workstations required for dynamic box manufacturing without manual intervention.
	(g)	The solution must include all dynamic box-panel sealing systems (e.g. wire staples or hot-melt gluing systems) required for automated box manufacturing
	(h)	Automated depositing of the product onto the semi-formed box, and subsequent sealing of the box around the product.
	(i)	Automated transportation of the dynamically formed box throughout the system from the first transversal cutting station to the final delivery belt.
	(j)	An in-feed hopper with capacity to deposit a document of A4-single sheet format into the box, prior to closing the upper box flaps.

3.5 Waste management for box manufacturing waste streams

Waste from the box manufacturing units must be collected and conveyed to an in-line shredding station before final containerisation for disposal and must meet the following requirements:	
(a)	Shredding unit(s) for cutting box waste
(b)	A conveying system to transport box waste from all three waste streams to the shredding station
(c)	Bins to collect and contain the shredded box waste

3.6 Output systems

The box manufacturing systems must integrate with the new transportation system.	
(a)	Full visibility of dynamically formed document boxes within the environment are required at all times. The operating system must provide the following information on a dashboard or live display at any given time that provides information on:
	(i) Dispatch jobs in progress.
	(ii) Status of all jobs.
	(iii) Dynamically formed document boxes in progress and last known/status information.

SECTION 4*****

Specification: Factory Inspection / Training and Sundry Requirements prior to hand over of solution to GPW

4.1 Factory inspection and approval of solution prior to installation at GW	
(a)	On-site factory inspection and approval of solution at the manufacturer's premises, by five (5) GPW managers for ten (10) days at eight (8) hours per day

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4.2 Training of various groups of GPW on the installed solution as per the following requirements	
(a)	On-site training, at the manufacturer's premises, of four (4) GPW operators for ten (10) days at eight (8) hours per day
(b)	On-site training, at the GPW's premises once the solution is installed, of eight (8) operators for sixty (60) days at eight (8) hours per day
4.3 Checklist of installed equipment components	
(a)	Provision of a checklist of equipment components as per installation inspected and approved during the factory inspection, at the manufacturer's premises

Signed at _____ this _____ day of _____ 20__

For and on Behalf of _____

Name: _____

Position: _____

Who hereby warrants his authority.

--End of Annexure ONE--

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Annexure TWO

TENDERER'S COMPANY PROFILE – GPW-2024/25-14

The Tenderer must provide their company profile, which includes but not limited to a project list stipulating a number of projects with similar work. The details of the tenderer's projects are to be listed in the schedule in Annexure THREE.

-- End of Annexure TWO--

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Annexure THREE

TENDERER’S SCHEDULE OF PROJECT DETAILS – GPW-2024/25-14

The tenderer must list relevant projects completed between 2014 and 2024. Duplications of this schedule may be made to adequately record all the relevant project details and attached to the document

Clients Company Name	Contact Person	Designation of Contact Person	Telephone Number & Email Address of Contact Person	Scope of Work	Value of Project (VAT incl)	Date Completed

---End of Annexure Three---

Initial here obo Tenderer

Annexure FOUR

ISO CERTIFICATIONS & ORIGINAL EQUIPMENT MANUFACTURER (OEM LETTER OR CERTIFICATE OF AUTHORISATION – GPW-2024/25-14

Please provide the following:

- ◆ Valid ISO 9001 certifications issued by a certification body accredited to a recognised standard, for the tenderer if they are the OEM or the OEM, if the tenderer is an agent.
- ◆ OEMs letter or certificates of authorisation for equipment, products and/or services required on this RFT.

---End of Annexure Four---

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Annexure FIVE

PROJECT MANAGEMENT PLAN : GPW-2024/25-14

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

1. Consideration of all the RFT requirements
2. List of project requirements and objectives
3. List of project deliverables in sequence and due dates
4. Detailed project schedule
5. List of anticipated risks for the project and applicable contingencies.

---End of Annexure Five---

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Annexure SIX

CONTACTABLE REFERENCES – GPW-2024/25-14

Please provide and attach a number of signed reference letters, on the clients' letterhead with contactable client details, not older than ten (10) years, corresponding to the list of provided projects.

---End of Annexure Six---

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Annexure A

JOINT VENTURES/CONSORTIUMS : GPW-2024/25-14

All documentation, as referred to per Section A 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-2024/25-14**

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	- 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.

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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 --

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Annexure C

CENTRAL SUPPLIER DATABASE DOCUMENTATION : GPW-2024/25-14

All documentation, as referred to per Section A 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-2024/25-14**

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 Respondent's requirements.

DESCRIPTION OF REQUIREMENT	REQUIREMENT SPECIFICATION

Table 1

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 Printed examination material documents, which GPW must prepare for equipment testing purposes, if any)

DESCRIPTION OF REQUIREMENT	REQUIREMENT SPECIFICATION

Table 2

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 --

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Annexure E

BRIEFING SESSION ATTENDANCE CERTIFICATE : GPW-2024/25-14

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

--End of Annexure E ---

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Annexure SBD 1

PART A INVITATION TO BID

BID NUMBER:	GPW-2024/25-14	CLOSING DATE:	17 JANUARY 2025	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE, SUPPLY AND COMMISSION AN AUTOMATED EXAMINATION DOCUMENTS PACKAGING, CONVEYING AND COLLATING SOLUTION, TO BE INTEGRATED WITH AN EXISTING EXAMINATION DOCUMENTS COLLATING/PACKAGING PRODUCTION SYSTEM AT THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA.				
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	Queen Phenya	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	noko.kekana@gpw.gov.za		E-MAIL ADDRESS	queen.phenya@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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
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 ---

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Annexure SDB 4



GOVERNMENT PRINTING WORKS REPUBLIC OF SOUTH AFRICA

149 Bosman Street, Private Bag X 85, Pretoria, 0001
Sihle.Ngubane@gpw.gov.za Tel. (012) 748 6344

BIDDER'S DISCLOSURE GPW-2024/25-14

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 /

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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members/ partners or any person having a controlling interest in the enterprise, in table below.

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,

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communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

- 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 --

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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ANNEXURE SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2 To be completed by the organ of state
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
 - b) The applicable preference point system for this tender is the 80/20 preference point system.
 - c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

- 1.4 To be completed by the organ of state:
The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s

=

Points scored for price of tender under consideration
- P_t

=

Price of tender under consideration
- P_{max}

=

Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2.

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a)

an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b)

any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the

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conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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Annexure FORM IV



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

FORM 4(iv) – CONSENT FORM

APPLICATION FOR THE CONSENT OF A SUPPLIER/SERVICE PROVIDER FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF TENDER NUMBER: GPW-2024/25-14

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: lifi.mahlasela@gpw.gov.za

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

LIFI MAHLASELA

Signature of designated person

Date: 10 August 2022

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 of20.....

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

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

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July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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TABLE OF CLAUSES

- 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)

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34. Prohibition of restrictive practices

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.

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- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 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.

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- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 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

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preparation submission of a bid. Where applicable a documents may be charged.

non-refundable fee for

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract document and information; inspection

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

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7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during

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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 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;

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- (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.

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

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

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

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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.

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

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performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

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- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned

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person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such

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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;

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- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an 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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