



**government
printing**

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	GOVERNMENT PRINTING WORKS
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT AND IMPLEMENTATION OF MANAGEMENT SYSTEMS FOR BUSINESS CONTINUITY; ENVIRONMENTAL; INFORMATION SECURITY; OCCUPATIONAL HEALTH; QUALITY AND SECURITY OPERATIONS AND TO OBTAIN CERTIFICATIONS TO THE APPLICABLE ISO STANDARDS AT THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA FOR A PERIOD OF FIVE YEARS.
TENDER NUMBER	GPW-2024/25-06

BRIEFING SESSION	☒ Yes	No ☐	SESSION COMPULSORY	☒ Yes	No ☐
BRIEFING	VENUE	149 Bosman Street, Canteen Area Pretoria		TIME	10H00
	DATE	31 July 2024			

CLOSING DATE	20 August 2024
CLOSING TIME	11H00
VALIDITY PERIOD	90 Days

Notes:

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



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Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE
PLEASE NOTE:

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

Registered Suppliers to ensure that all details completed below are CURRENT

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s):

Signature(s):

Date:



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Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

IT IS A CONDITION OF BIDDING THAT –

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

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BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS



THE GOVERNMENT PRINTING WORKS

REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER

APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT AND IMPLEMENTATION OF MANAGEMENT SYSTEMS FOR BUSINESS CONTINUITY; ENVIRONMENTAL; INFORMATION SECURITY; OCCUPATIONAL HEALTH; QUALITY AND SECURITY OPERATIONS AND TO OBTAIN CERTIFICATIONS TO THE APPLICABLE ISO STANDARDS AT THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA FOR A PERIOD OF FIVE YEARS.

TENDER NUMBER: GPW-2024/25-06

COMPULSORY BRIEFING SESSION

DATE: 31 JULY 2024

VENUE: 149 BOSMAN STREET CANTEEN AREA, PRETORIA

CLOSING DATE: 20 AUGUST 2024

CLOSING TIME: 11H00

NOTE TO TENDERERS:

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

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SECTION A**1. INTERPRETATION**

- 1.1. Reference to any gender implies also the other genders;
- 1.2. Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:
- 1.2.1. **“Business Days”** shall mean any day other than a Saturday, Sunday and public holiday in South Africa;
- 1.2.2. **“BARNOWL Risk Management”** shall mean a tool used by the GPW for their risk management;
- 1.2.3. **“Closing Date”** shall mean **20 AUGUST 2024** not later than 11h00;
- 1.2.4. **“Conditions of Tender”** shall mean the conditions of tender set out in this RFT document;
- 1.2.5. **“Constitution”** shall mean the Constitution of the Republic of South Africa, (Act No. 108 of 1996)
- 1.2.6. **“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;
- 1.2.7. **“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

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1.2.9.2. Who is female; and/or

1.2.9.3. Who has a disability.

1.2.10. **“Management systems”** are defined as follows at the GPW:

1.2.10.1. **“Business continuity management system”** shall mean a system that channels efforts to achieve and maintain business continuity objectives.

1.2.10.2. **“Environmental management system”** shall mean a system that channels efforts to achieve and maintain environmental objectives.

1.2.10.3. **“Information security management system”** shall mean a system that channels efforts to achieve and maintain information security objectives.

1.2.10.4. **“Occupational Health & Safety management system”** shall mean a system that channels efforts to achieve and maintain occupational health and safety objectives.

1.2.10.5. **“Security operations management system”** shall mean a system that channels efforts to achieve and maintain security operations objectives.

1.2.10.6. **“Quality management system”** shall mean a system that channels efforts to achieve and maintain quality objectives.

1.2.11. **“PAIA”** shall mean the Promotion of Access to Information Act, 2000 (Act No.2 of 2000), as amended;

1.2.12. **“PAJA”** shall mean the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000) together with the regulations promulgated under this Act;

1.2.13. **“PFMA”** shall mean the Public Finance Management Act, 1999 (Act No1 of 1999) together with the regulations promulgated under this Act for 2022;

1.2.14. **“POPIA”** shall mean the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).

1.2.15. **“Premises”** shall mean GPW’s facilities where business operations are conducted – 149 BOSMAN Street, Pretoria, South Africa. Once the service provider is appointed, they will visit 149 BOSMAN Street, Pretoria in order to entrench and execute the project’s roll-out.

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- 1.2.16. **"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;
- 1.2.17. **"Procurement Laws"** shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, Preferential Procurement Policy Framework Act, practice notes and all other relevant laws and policies;
- 1.2.18. **"Returnable Documents"** shall mean the following documents:
- 1.2.18.1. Duly signed and completed Section A & Section B (price schedule) of this RFT;
 - 1.2.18.2. Duly completed Annexure ONE: Technical Specifications
 - 1.2.18.3. Annexure TWO: Company Profile, which includes but is not limited to submitting a project list of a number of projects stipulating the development, implementation and certification of ISO 9001 **as a minimum**. The template included in Annexure THREE must be used to record the tenderer's project list. Tenderers can provide the same for any of the ISO standards stipulated on this RFT and must supply contactable references for each of the projects on the supplied list.
 - 1.2.18.4. Annexure THREE: Schedule of the Tenderer's project details;
 - 1.2.18.5. Annexure FOUR: Details of the Tenderer's recommended personnel complement, their CV's and qualifications;
 - 1.2.18.6. Annexure FIVE: Proposed project methodology the tenderer will adopt to implement the project.
 - 1.2.18.7. Annexure SIX: Details of the proposed activities assessment and quantitative activities prioritisation tool.
 - 1.2.18.8. Annexure SEVEN: Details of the proposed Electronic Document Management System.
 - 1.2.18.9. Annexure EIGHT: Contactable references
 - 1.2.18.10. Annexures A: JV/Consortium Agreement (if applicable)
 - 1.2.18.11. Annexure B: Term Sheet

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- 1.2.18.12. Annexure C: Proof of registration with the Central Supplier Database (CSD)
- 1.2.18.13. Annexure D: Briefing session attendance certificate
- 1.2.18.14. Duly completed and signed Annexure SBD 1 – Invitation to Bid;
- 1.2.18.15. Duly completed and signed Annexure SBD 4 – Bidder's Disclosure;
- 1.2.18.16. Duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;
- 1.2.18.17. Duly completed and signed Consent Form – Form IV
- 1.2.18.18. General Conditions of Contract
- 1.2.19. **“Tenderer”** shall mean the person submitting a Tender (i.e. the Tenderer) in response to this RFT;
- 1.2.20. **“Tender”** shall mean a written offer on the tender documents prescribed by the Accounting Authority response to an invitation to tender;
- 1.2.21. **“Successful Tenderer”** shall mean the person to whom the Definitive Agreement is awarded through the process contemplated in this RFT;
- 1.2.22. **“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;
- 1.2.23. **“Term Sheet”** shall mean the term sheet attached hereto as Annexure B and which will form part of the Definitive Agreement;
- 1.2.24. **“Solution”** shall mean:
- 1.2.24.1. The development and implementation of the business continuity, environmental, information security, occupational health and safety, quality and security operations management systems.
- 1.2.24.2. The certification of the implemented management systems to ISO 22301:2019 (Business Continuity), ISO 14001:2015 (Environment), ISO 27001:2022 (Information Security), ISO 45001:2018 (Occupational Health and Safety), ISO 9001:2015 (Quality) and ISO 18788:2015 (Security Operations) or the latest valid versions.

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1.2.24.3. Assistance to develop and implement an electronic document management system

1.2.24.4. Provision of support for an additional two years; post the initial certification; to provide the required support to maintain the implemented systems and to prepare for recertification.

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. It specializes in the printing of highly secure state documents such as the smart identity cards; passports; visas; birth certificates; examinations scripts and government gazettes.

2.2. The organization has operated without any formal and/or certifiable management system(s), such as those certified to ISO standards. The prevailing operating practices, outlook, aptitude, morale and experience are that with little to no ISO management system' experience. The adoption of formalized management system, as anticipated, is inceptive and tenderers must consider this situation, when they apply for this tender.

2.3. Various fragmented and informal efforts exist within the organization, to facilitate for the management of Quality, Environmental, Occupational health and safety, Business continuity, Information security and security operations.. There remains a need to formalize these efforts and align them with best operating practice and international standards

2.4. Requirements

2.4.1. The following are the GPW's requirements:

2.4.1.1. The assessment of the selected GPW processes to identify management system certification requirements for ISO 22301 (Business Continuity), ISO 14001 (Environmental), ISO 27001 (Information Security), ISO 45001 (Occupational Health & Safety), ISO 9001 (Quality) and ISO 18788 (Security Operations).

2.4.1.2. Integration of the above system requirements to streamline their implementation and management.

2.4.1.3. The development and implementation of formal management systems customised to the GPW as ISO 22301, ISO 14001, ISO 27001, ISO 45001, ISO 9001 and ISO 18788

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2.4.1.4. The training of identified GPW personnel complement; which must include but not be limited to:

2.4.1.4.1. Ensuring that each business unit understands the effect of ISO systems in their respective area(s);

2.4.1.4.2. Ensuring that each business unit understands its expected involvement and contribution in the project.

2.4.1.5. Provision of a supplementary activities assessment and quantitative activities prioritisation tool, to quantify the significance of risks and rank them in order of priority.

2.4.1.6. Certification to ISO 22301, ISO 14001, ISO 27001, ISO 45001, ISO 9001 and ISO 18788 standards, issued by a certification body with the relevant accreditation to certify organisations.

2.4.1.7. Support of the certifications for a specified period post the initial certification.

2.4.1.8. Recommendation of an electronic document management system and assistance with its development and implementation.

2.4.2. 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: Company Profile including but not limited to a project list of a number of projects of similar work as Annexure THREE;

3.1.4. Annexure THREE: Schedule of the Tenderer's project details;

3.1.5. Annexure FOUR: Details of the Tenderer's recommended personnel complement, their CV's and qualifications;

3.1.6. Annexure FIVE: Tenderer's proposed project methodology to implement the project;

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- 3.1.7. Annexure SIX: Details of the proposed activities assessment and quantitative activity prioritisation tool as specified in this RFT document;
 - 3.1.8. Annexure SEVEN: Details of the recommended electronic document management system as specified in this RFT document;
 - 3.1.9. Annexure EIGHT: Contactable references;
 - 3.1.10. Annexures A, B, C and D;
 - 3.1.11. SBD documents namely Annexure SBD 1 (invitation to bid), Annexure SBD 4 (Bidder's Disclosure and Annexure SBD 6.1 (preference point claim form), General Conditions of Contract and
 - 3.1.12. 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. Implementation of the solution as per the RFT requirements;
 - 4.1.2. Reporting as required on the progress of the project;
 - 4.1.3. Commissioning of all software components where necessary;
 - 4.1.4. The GPW will nominate personnel to implement and support the developed management systems as per the tenderer's recommendations and the successful tenderer will train them to a level of competency where they can effectively and independently implement and support the developed management systems and
 - 4.1.5. Providing the GPW, post the initial certification with support, for an additional two years, to maintain the implemented systems and obtain recertification.

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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	Start Date
1	RFT Documents available tender e-portal and GPW Website	23 JULY 2024 from 09h00
2	Briefing session	31 JULY 2024 at 10h00
3	Last date to submit written clarification questions	07 AUGUST 2024
4	Last date for GPW to respond to written questions, if any, in writing	12 AUGUST 2024
5	Tender submissions due (Closing Date)	20 AUGUST 2024 at 11H00

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

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 signed attendance certificate will be issued to each Tenderer present at the briefing session, which must be submitted as Annexure D, being part of the Returnable Documents.

6.2. If a tenderer requires a reissued briefing certificate, a verification will be made against a signed attendance register and an affidavit will also be required as to the reason for its reissue. If there is no proof of attendance via the register, no attendance certificate will be issued

6.3. Tenderers may also submit written questions via e-mail to the contact person as indicated

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per Section A paragraph 9.1 of this RFT document, until 16h00 on **07 AUGUST 2024**.

- 6.4. GPW will, at its reasonable discretion, endeavor to answer in writing before 16h00 on **12 AUGUST 2024** all questions received, however some of the clarity seeking questions may be complex and require more time to respond to. In other instances, the information may not be readily available to respond to the satisfaction of the tenderer(s). The GPW will share the corresponding answers to the received questions with all tenderers who attended the briefing session (without disclosing the identity of the Tenderer who asked the question).
- 6.5. Upon publication of the of the documentation, it is kindly requested that Tenderers will 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.

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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 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.
- 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

OR

Mr Sihle Ngubane at Sihle.Ngubane@gpw.gov.za

AND

For SCM related queries

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

OR

Ms Selaelo Ramusi at Selaelo.Ramusi@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.

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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.

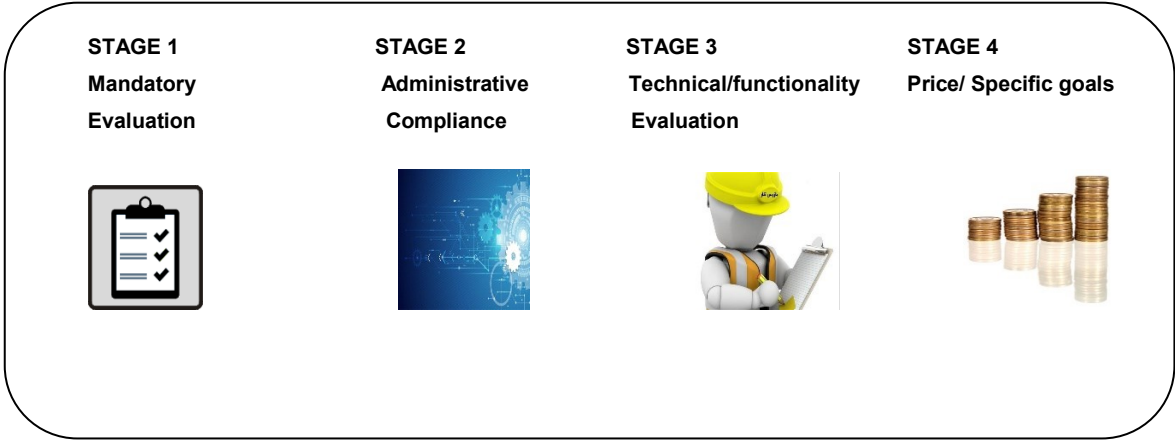


Table 10.1(a) Methodology and criteria

- 10.2. The evaluation of bids will be done in terms of the PFMA, the GPW Supply Chain Policy and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.
- 10.3. The first three stages will be the evaluation of bids on **Mandatory Compliance, Administrative Compliance and Technical/Functionality Evaluation**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold on the Functionality stage, will also not be considered for the next stage on **Price and Preference (specific goals)**.
- 10.4. Bids will be evaluated in four stages as listed below:
- a) Stage 1: Mandatory Compliance
 - b) Stage 2: Administrative Compliance
 - c) Stage 3: Functionality Evaluation
 - d) Stage 4: Price and Preference (Specific goals)
- 10.5. 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

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b) Specific goals = 20/10 points

10.5.1. Stage 1: Mandatory Compliance

10.5.1.1. 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
- c) Compulsory Briefing Certificate
- d) Project director/manager/lead implementer ISO 9001 lead implementer's certification, issued by a registered certification body, accredited to a recognised accreditation standard, to certify person(s).

10.5.2. Stage 2: Administrative Compliance

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

- a) SBD 1 - Invitation to bid
- b) SBD 6.1 - Preference Points Claim form
- c) SBD 4 – Bidder's Disclosure 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 CIPC registration documents
- h) Company profile

10.5.3. Stage 3: Functionality / Technical Evaluation

10.5.3.1. Any bidder who does not meet the minimum threshold of 70 points on Functionality, will be eliminated and will not be considered for the next

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stage of the evaluation which is Price and Preference

1.	CRITERIA	Weight
1.1	<u>Proposed project methodology</u> The tenderer is required to submit their proposed project methodology to be allocated points. The methodology must be: a) Aligned with the project's scope of work as specified in Annexure One: Technical Specifications of this RFT document; b) Clear and easy to understand; The evaluation will be based on the following project methodology attributes: 1) Alignment with the requirements of the RFT as specified in Annexure One: Technical specifications 2) Include sequential activities; 3) The listed activities are linked to outputs; 4) Outline the allocation of resources to the activities; 5) Have clear timeframes and 6) List of anticipated risks for the project and applicable control measures. Does the submitted methodology cover: i) All the six requirements above – 30 points ii) Any five of the requirements listed above – 25 points iii) Any four of requirements listed above – 20 points iv) Any three of the requirements listed above – 15 points v) Less than three of the listed requirements – 0 points	30
1.2	The tenderer must submit the CV(s) and qualifications of the Lead Implementer(s)/ project Director/Manager, which details the following; Project Director/Manager's/Lead Implementer's Qualifications to include: 1. NQF level 7 qualification in Quality/Operations/Production/Engineering or equivalent. 2. The lead implementer ISO certificate(s) must be issued by a registered certification body which has been accredited to certify persons(s) to a recognised accreditation standard 3. State years of relevant experience as Lead Implementer (s), which must be in the development, implementation and certification of ISO 9001 Quality Management Systems, 4. The CV must clearly outline all roles performed and must have contactable references	25

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	5. All foreign Qualifications must be accompanied by a valid SAQA verification certificate 6. Copies of Qualifications should be originally certified. The department will not accept any copy of a certified copy, all certified copies should have the original stamp of certification Note: Both qualifications and CVs of the Lead implementer/ project Director/Manager must be submitted to be able to score points in this section 7. 10 years or more of appropriate experience and qualifications = 25 points 8. 8 to 9 years of appropriate experience and qualifications = 20 points 9. 6 to 7 years of appropriate experience and qualifications = 15 points 10. 5 years of appropriate experience and qualifications = 10 Points 11. Less than 5 years' experience = 0 points	
1.3	<u>Tenderer's additional personnel experience (excluding project director/manager/lead implementer)</u> Tenderers' must submit detailed CVs of the experience including number of years of proven track record in similar projects of the additional personnel they intend to allocate to the GPW for this project. 1. The project teams' ISO systems certificates must be issued by a registered certification body which has been accredited to certify persons(s) to a recognised accreditation standard 2. State years of relevant experience in the development, implementation and certification of ISO 9001 Quality Management Systems, 3. The CV must clearly outline all roles performed and must have contactable references 4. All foreign Qualifications must be accompanied by a valid SAQA verification certificate 5. Copies of Qualifications should be originally certified. The department will not accept any copy of a certified copy, all certified copies should have the original stamp of certification Important Notes: a) CVs of the project team must be submitted to score points in this section b) The project team's experience in ISO 9001 is a requirement to score point in this section	15

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	c) Other ISO standards required to score points are ISO 22301, ISO 14001, ISO 27001, ISO 45001 and ISO 18788 The scoring criteria will be as follows: i) Submitted CVs of the project team displays experience in ISO 9001 and five of the listed other standards = 15 points ii) Submitted CVs of the project team displays experience in ISO 9001 and between any three to four of the listed other standards = 12 points iii) Submitted CVs of the project team displays experience in ISO 9001 and between any one to two of the listed other standards = 10 points iv) Submitted CVs of the project team displays experience in ISO 9001 only = 8 points	
1.4	<u>Company experience with ISO systems</u> List of number of projects and proven track record in similar projects implemented at other institutions and recorded in Annexure THREE. The tenderer must provide a list of completed projects where other institutions were assisted to develop, implement and obtain certification for any of the ISO systems in question. The list must be of projects completed between 2014 and 2023. <u>Reference letters</u> The Tenderer must supply signed reference letters with contactable references on the client letter head and corresponding to the projects they have submitted in Annexure THREE. i) More than 10 projects and corresponding reference letters provided = (20 points) ii) 9 to 10 projects and corresponding reference letters provided = (17 points) iii) 7 to 8 projects and corresponding letters provided = (15 points) iv) 5 to 6 projects and corresponding reference letters provided= (10 points) v) 3 to 4 projects and corresponding reference letters provided = (5 points) vi) 1 to 2 project(s) and corresponding letter(s) provided = (2 points) vii) 0 projects provided = (0 points)	20
1.5	Certified copies of ISO 9001 certification(s) in the name of the company, issued by a valid certification body, including copies	10

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	of certificates for previous certifications, for each time the company 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. 1. 3 or more sets of certificates – (10 points) 2. 2 sets of certificates – (7 points) 3. 1 set of certificates – (5 points) 4. No certificates provided – (0 Points)	
	TOTAL POINTS	100
	MINIMUM THRESHOLD	70

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

10.5.4. Stage 4: Price and Preference Points System

10.5.4.1. 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.

10.5.4.1.1. 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,

10.5.4.1.2. For purposes of this tender the tenderer will be allocated points based on the goals stated in Table below as may be supported by proof/ documentation stated in the conditions of this tender. Specific goals for the tender and points claimed are indicated per the table below.

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

10.5.4.1.3. The value of the project is estimated to be equal to R 50 000 000.00 therefore the 80/20 scoring system will be applied however should the lowest acceptable tender be above R50 000 000 a 90/10 scoring system will apply.

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10.5.4.1.4. 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

10.5.4.1.5. 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 = Points scored for price of bid under consideration

P_{min} = Price of lowest acceptable bid

10.5.4.1.6. 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 or 90/10 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	

10.5.4.1.7. 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

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provided, the Tenderer/s shall receive a zero score for ownership by persons with disability. Over and above this, a CSD report will be utilised to determine the ownership status as claimed by the Tenderer

11.CONDITIONS OF TENDER

11.1. The following conditions shall apply to this RFT:

11.1.1. Proposed method of approach for **the technical/functionality evaluation**

The service provider is required to submit their proposed method of approach to earn points as prescribed in the technical/functional evaluation section of the RFT document. The proposed methodology must have but not be limited to the following:

- 11.1.1.1. Be aligned with the project's scope of work as specified in Annexure One: Technical Specifications of this RFT document;
- 11.1.1.2. Be clear and easy to understand;
- 11.1.1.3. Include sequential activities;
- 11.1.1.4. The listed activities are linked to outputs;
- 11.1.1.5. Outline the allocation of resources to the activities;
- 11.1.1.6. Have clear timeframes and
- 11.1.1.7. List of anticipated risks for the project and applicable control measures.

11.1.2. Proposed method of approach for **the implementation of the project**

The tenderer will be required to submit a revised methodology upon appointment. This is to allow the process to consider and cater for the inceptive nature of the project at the GPW, its complexity and the prevailing conditions at the GPW, which could become barriers to the successful implementation of the anticipated project. This submission will undergo an approval process by the GPW prior to implementation.

The submitted approach is expected to have but not be limited to the following attributes:

- 11.1.2.1. Demonstrate consideration of the status prevailing at the GPW and referred to in this RFT document, regarding the anticipated

Initial here obo Tenderer

management systems and the management of the emanating challenges to ensure the successful development, implementation and certification of the management systems.

11.1.2.2. Provide a breakdown of the project's implementation into structured and manageable stages, with the rationale behind the proposed breakdown, associated person-hours and timelines, which consider:

11.1.2.2.1. The expected barriers at the GPW,

11.1.2.3. The tenderers' recommended personnel complement

The tenderers shall recommend their personnel complement, to support the successful implementation of the project with a rationale supporting their recommendation. An organogram for the allocated personnel complement, depicting the experience in the development, implementation and certification of the ISO quality systems stipulated in this RFT document is required.

11.1.2.4. Details of the process to navigate the GPW from its current state to the development, implementation and certification of the management systems stipulated in this RFT.

11.1.2.5. Details of the process to navigate the GPW from its current state to achieve all the requirements stipulated in this RFT.

11.1.2.6. Provide the GPW with an extensive schedule to address the identified discrepancies during the gap analysis and incorporating into the project management plan.

11.1.2.7. How the tenderer proposes to streamline the implementation of a multiple of the ISO based management systems, a list and rationale behind the selection.

11.1.3. Recommendation on the required GPW personnel complement

Upon appointment, the tenderers shall recommend the required GPW personnel complement required, to implement and support the project and the training requirements for the identified personnel. They are expected to provide a rationale behind their recommendation. The resulting training must include but not be limited to:

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11.1.3.1. Ensuring that each business unit understands the effect of ISO systems in their respective area(s);

11.1.3.2. Ensuring that each business unit understands its expected involvement and contribution towards the success implementation of the project.

11.1.4. The supplementary activities assessment and quantitative activities prioritisation tool

The provided tool must be able to quantify the significance of risks and rank them in order of priority. They must provide a rationale and applicability to the GPW of the selected tool. The ranked activities should be in a format suitable for input into the risk management solution, already in use at the GPW. The department is currently using the BARNOWL solution.

11.1.5. The electronic document management system (EDMS)

The tenderer is required to assist the GPW in the development of a suitable EDMS or recommend any that is already available. The tenderer will be required to provide a rationale behind this available EDMS, its applicability and suitability to the GPW.

11.2. GPW reserves the right to:

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

11.2.2. Cancel this RFT or any part thereof at any time;

11.2.3. Not extend the closing date of this tender,

11.2.4. Not necessarily accept the Tender Submission obtaining the Highest Score;

11.2.5. Reject any Tender that:

11.2.5.1. Fails to commit to the key deliverables required by this RFT;

11.2.5.2. Is submitted not as set out in this RFT document;

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

11.2.5.4. Is not completed in full.

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

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- 11.4. 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.
- 11.5. 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.
- 11.6. 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. Tenderers will have no claim against GPW or against any of its officers, employees, advisers and/or representatives with respect to the exercise of, or failure to exercise, such right.
- 11.7. Validity Period
- 11.7.1. 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.
- 11.7.2. 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.
- 11.8. 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

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responsibility of the Tenderer.

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

11.10. Collusive Conduct; Improper Assistance; No Inducements.

11.10.1. 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.

11.10.2. 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.

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

11.10.4. 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 above.

11.11. Proprietary Rights in RFT and Tender Submissions

11.11.1. 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

11.12. 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.

11.13. Decisions on Tenders

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

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11.13.2. 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:

11.13.2.1. 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

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

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

11.14. Notification

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

11.15. Restriction from Tendering or Contracting

11.15.1. 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:

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

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

11.15.1.3. 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.

11.16. Representation

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

11.16.2. 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

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BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

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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**

The service provider must submit the quotation pricing in line with the pricing matrix below together with the RFQ documents. **Where there is no price to be charged, the bidder must indicate that by way of showing as 0.00 or dash (-). Failure to do so, the pricing schedule will be considered as incomplete, in line with the mandatory requirements in this RFT document.**

The following schedules will also be used for evaluation purposes

1. ITEM 1: Evaluation of GPW processes to establish management systems requirements

1.1 Purchase cost – Process Evaluation	State amount*
State the cost to evaluate processes and produce a report to establish management systems requirements as defined per Annexure ONE	
VAT:	

1.2 Purchase cost – Tool to identify suitable management system(s)	State amount*
State the cost to provide a tool to identify the suitable management systems for each process step as per Annexure ONE.	
VAT:	

1.3 Purchase cost – Gap Analysis	State amount*
State the cost to conduct a gap analysis and produce a report on the selected processes and requirements to achieve the implementation, development and certification of the required management systems as per Annexure ONE.	
VAT:	
TOTAL A:	

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2. ITEM 2: Quantitative assessment tool

2.1 Purchase cost – Quantitative Assessment Tool	State amount*
State the cost of a quantitative assessment tool to prioritise activities required to develop, implement and achieve certifications for the required management systems.	
VAT:	
TOTAL B:	

3. ITEM 3: Development and Implementation of Integrated Management Systems (IMS)

3.1 Purchase cost – IMS Development and Implementation	State amount*
State the cost for the development and implementation of the integrated management systems as defined per Annexure ONE	
VAT :	
TOTAL C:	

4. ITEM 4: CERTIFICATIONS OF THE IMPLEMENTED IMS TO ISO 22301, ISO 14001, ISO 27001, ISO 45001, ISO 9001 AND ISO 18788

4.1 Purchase cost – Preparation pre certification audit(s)	State amount*
State the cost to conduct all the necessary preparations prior to the final certifications audit(s)	
VAT:	

4.2 Purchase cost – Certification audit(s)	State amount*
State the cost to facilitate and support during the certification audit(s) for the certifications of the required IMS. Note: The certifications must be issued by certification bodies with the relevant accreditation to issue such certificates	
VAT:	
TOTAL D:	

5. ITEM 5: Electronic document management system

The following schedule will be used for evaluation purposes only:

5.1 Purchase cost – Electronic document management	State amount*
--	---------------

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system	
State the cost to implement an electronic document management system for all the IMS document requirements.	
VAT	
TOTAL E:	

6. ITEM 6: Training and Skills Transfer to GPW personnel

The following schedule will be used for evaluation purposes only:

6.1 Purchase cost – Training and skills transfer	State amount*
State the cost to train the identified compliment of GPW personnel for the duration of the project to support the implemented IMS's.	
VAT:	
TOTAL F:	
	State amount*

7. ITEM 7: Support post the IMS certifications

The following schedule will be used for evaluation purposes only:

7.1 Purchase cost – Support after the IMS certifications	State amount*
State the cost to provide support for an additional two-certification cycles, post the obtaining of the initial IMS certifications.	
TOTAL G	

8. ITEM 8: Incidental costs

The incidental cost of 10% must be provided to allow for any unforeseen circumstances.

8.1 Incidental cost	
State the incidental cost for the project	
TOTAL H:	

TOTAL COMPARATIVE BID PRICE

TOTAL COMPARATIVE BID PRICE (TOTAL A + TOTAL B + TOTAL C + TOTAL D + TOTAL E + TOTAL F + TOTAL G + TOTAL H) –

State amount*

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YEAR 1 (inclusive of VAT)	
	State amount*
OVERALL COMPERATIVE BID PRICE FOR A PERIOD INCLUDING THE SUBSEQUENT TWO-CYCLE CERTIFICATIONS (inclusive of VAT)	

* Note

Tenderers may quote prices 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.

FOR AND ON BEHALF OF _____

NAME: _____

--End of Section B--

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Annexure ONE

Tender number: GPW-2024/25-06

1. Background information

- 1.1. GPW does not have any formal Business Continuity, Quality, Environmental and Occupational Health & Safety management systems
- 1.2. The management systems will be a new concept to GPW so there is no base for experience on the said systems
- 1.3. The GPW would like to embark on a process to develop implement and attain certification for Quality, Environmental, Occupational Health & Safety, Information Security and Security of Operations management system, which embed business continuity principles, in line with ISO 22301, ISO 14001, ISO 27001, ISO 45001, ISO 9001 and ISO 18788, in a phased out manner.
- 1.4. The GPW consists of four branches namely:
 - 1.4.1. Corporate Services
 - 1.4.2. Financial services
 - 1.4.3. Manufacturing and engineering
 - 1.4.4. Operations management

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2. TECHNICAL SPECIFICATIONS

Additional information

The following table details a breakdown of the requirements for this RFT. Tenderers are advised to consider them to gain additional details on the RFT requirements.

1.1 Method of approach for the project

(a)		The GPW requires a demonstration of the approach tenderers will adopt when implementing the solution requirements. The demonstration must include but will not be limited to the following
	(i)	Breakdown of project into manageable stages and rationale behind the choice
	(ii)	Associated timelines to the proposed stages in (a)(i) above
	(iii)	Best implementation approach and rationale behind the choice
	(iv)	List of barriers to the successful implementation of the project, expected at the GPW and a proposal on their management.
	(v)	List of barriers experienced at previous similar projects
	(vi)	Management and solutions to barriers at previous management system' development and implementation projects
	(vii)	Incorporation of the solutions for the previously experienced barriers into the GPW solution, if applicable
	(viii)	Tracking of project progress
	(ix)	Regular updates and reporting to the GPW
	(x)	Submit a report on the method of approach

1.2 Baseline assessment

a)		As part of the solution, the GPW seeks to establish the starting point for the project and have a basis to assess the progress towards achieving the implementation and certification of the management systems: The following are required:
	(i)	Process assessments:
	1)	Review the existing process objectives to establish if they are adequate to meet requirements for the implementation of the ISO standards stipulated in this RFT
	2)	Review process activities to establish if they conform to the set objectives
	3)	Recommend suitable process objectives for the GPW operations, to support the implementation of the ISO standards stipulated in this RFT
	4)	Assess the availability of any management system prior to the intervention
	5)	Establish IMS requirements for each process step, tailor made to the GPW to achieve the process objectives
	6)	A tool to identify applicable management system(s) for each process step.

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	7)	Integration of the identified applicable ISO management systems to streamline their development and implementation.
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1.3 Development and implementation of the management systems based on ISO 22301, ISO 14001, ISO 27001, ISO 45001, ISO 9001 and ISO 18788

(a)		The GPW requires the development and implementation of formal management systems aligned to their applicable ISO standards with the intention to obtain certifications The solution offered must comply to the following:	
	(i)	Development and implementation order for the management systems	
		1)	Recommend the order in which the required ISO based management system should be developed and implemented
		2)	Rationale on the selected development and implementation order
		3)	Integration of the required management systems to streamline their development and implementation
		4)	Presentation of a report on the recommendations
	(ii)	Assist GPW to define IMSs based ISO 22301, ISO 14001, ISO 27001, ISO 45001, ISO 9001 and ISO 18788, customised to GPW operations and complying to the following	
		1)	Adjustment of strategies and activities as necessary to ensure successful implementation of the project plan
		2)	Recommendation of monitoring and control mechanisms to ensure maintenance of established IMS

1.4 Required GPW personnel and training requirements

(a)		The successful implementation and support of the IMS is reliant on properly trained and adequate personnel. The solution offered must comply to the following:	
	(i)	Required GPW personnel complement	
		1)	Recommend personnel structure that will ensure the proper implementation and continuous maintenance of the envisaged IMS
		2)	Rationale on the selected development and implementation order
		3)	Integration of the required management systems to streamline their development and implementation
		4)	Presentation of a report on the recommendations

	(ii)	Training requirements to implement and sustain the implementation of the IMS.	
		1)	Identify specific training for the identified personnel to be able to implement and maintain the IMS
		2)	Identify suitable IMS awareness training for all other GPW personnel
		3)	Co-ordinate the training of personnel as identified above.

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	1.5 Electronic Document Management System	
(a)		The GPW seeks the requirement of an electronic document system (EDMS) to support the envisaged IMS The solution offered must comply to the following:
	(i)	Assessment of required infrastructure to support the required EDMS
	(ii)	Assist the GPW to develop an EDMS to support the IMS able to:
		1) Facilitate for the required document control
		2) Track access onto the documents within the EDMS
	(iii)	Cloud back up of all the created electronic documents
	1.6 Gap Analysis	
(a)		It is required that a gap analysis be conducted to get the GPW ready for the IMS implementation and certifications to comply with the following:
	(i)	Draw up a list of identified gaps in respect the developing and implementation of the IMS. training needs of employees
	(ii)	Draw up a list of identified gaps in respect of the training requirements for the identified GPW personnel
	(iii)	Draw up a list of identified gaps in respect of the envisaged electronic document management system.
	(iv)	Develop action plans for activities to address the identified gaps which will consider the following:
		A criteria to assess activities and significance of their impact on the implementation of the IMS and the certification
		1) Ranking of the activities in order of priority
	(v)	Provide regular reporting on the action plan progress to the GPW
	1.7 Quantitative activities assessment tool to supplement the risk management solution used at the GPW, i.e. BARNOWL	
(a)		The GPW requires the supply of a tool to objectively quantify and prioritise all the identified activities required for the project. The tool must comply with the following:
	(i)	Provide criteria to assess the activities against which will consider:
		1) The activities' impact on the implementation of the IMS
		2) The activities' impact on the certification of the implemented IMS
	(ii)	Criteria to quantify the significance of impact of the activities on the implementation and certification of the IMS. This will facilitate for the following:
		1) Ranking of activities in order of priority
		2) Categorisation of the ranked activities into the categories provided by the BARNOWL risk management tool, which is currently in use at the GPW
		3) Management of the activities in an objective and measurable manner
	(iii)	Methodology to assess the activities in preparation for their prioritisation
	(iv)	Recommendation of any other measure that will facilitate for the successful implementation of the activities

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	1.8 Certification of the IMS to ISO 22301, ISO 14001, ISO 27001, ISO 45001, ISO 9001 and ISO 18788
(a)	The GPW requires the certification of its developed and implemented management systems ISO 22301, ISO 14001, ISO 27001, ISO 45001, ISO 9001 and ISO 18788 The solution offered must comply to the following:
	(i) Development and implementation order for the management systems
	(ii) Recommend the scope (blanket or select divisions) of the certification and provide advantages and disadvantages for both options
	(iii) Recommend which divisions should be proposed for certification if select certification is recommended and reasons for their selection
	(iv) Identification of requirements for certification to ISO 22301, ISO 14001, ISO 27001, ISO 45001, ISO 9001 and ISO 18788
	(v) Review of established systems to establish what is required to attain certification
	(vi) Provide project plan with deliverables and estimated due dates to address gaps identified between the established system(s) and the respective certification requirements
	(vii) Conduct all necessary activities in preparation for the certifications
	(viii) Make all the necessary applications to facilitate for the certification
	(ix) Facilitation during the certification audit(s)
	(x) Assist with implementation of the corrective actions identified during the certification audit(s)
	(xi) Contingency plans for the certification process
	1.9 Support to the GPW post the initial certification, for an additional two years
(a)	The GPW requires the development and implementation of formal management systems aligned to their applicable ISO standards with the intention to obtain certifications The solution offered must comply to the following:
	(i) Recommend monitoring and control mechanisms to ensure the maintenance of achieved system(s) certifications
	(ii) Provide support and assistance with internal auditing
	(iii) Provide support and assistance with external auditing
	(iv) Provide plan to hand over responsibilities to GPW personnel
	(v) Gradually hand over responsibilities to identified GPW personnel and be available for necessary support

Name of Tenderer

--End of Annexure ONE--

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BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Annexure TWO

TENDERER'S COMPANY PROFILE – GPW-2024/25-06

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--

Initial here obo Tenderer

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER
NAME: _____

VALIDITY PERIOD: 90 DAYS

Annexure THREE

TENDERER’S SCHEDULE OF PROJECT DETAILS – GPW-2024/25-06

The tenderer must list relevant projects completed between 2016 and 2023. 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---

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Annexure FOUR

TENDERER'S PERSONNEL DETAILS– GPW-2024/25-06

Please provide the following details for the tenderer's personnel:

1. CV(s) and qualifications of the Lead Implementer(s)/ project Director/Manager.
2. CV's and qualifications of the projects team with details of experience relevant to the scope of work detailed in this RFT document.
3. The CV(s) and qualifications of the Lead Implementer/project director/manager should be clearly marked and indicated as such.

---End of Annexure Four---

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Annexure FIVE

TENDERER'S PROPOSED PROJECT METHODOLOGY – GPW-2024/25-06

Please provide the proposed project methodology for the implementation of the project.
This submission will be used in the technical evaluation detailed in this RFT document

---End of Annexure Five---

Initial here obo Tenderer

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Annexure SIX

DETAILS OF ACTIVITIES ASSESSMENT AND QUANTITATIVE ACTIVITIES

PRIORITISATION TOOL: GPW-2024/25-06

Please provide details and the operations of the supplementary activities assessment and quantitative activities prioritisation tool as stipulated in this RFT document.

---End of Annexure Six---

Initial here obo Tenderer

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

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Annexure SEVEN

DETAILS OF PROPOSED ELECTRONIC DOCUMENT MANAGEMENT SYSTEM: GPW-2024/25-06

Please provide details of the proposed Electronic Document Management System and assistance with its development and implementation as per Section A of this RFT document.

---End of Annexure Seven---

Initial here obo Tenderer

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Page **45** of **82**

Annexure EIGHT

CONTACTABLE REFERENCES – GPW-2024/25-06

Please provide and attach a number of signed reference letters, corresponding to the project details in Annexure THREE.

---End of Annexure Eight---

Initial here obo Tenderer

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

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Annexure A

JOINT VENTURES/CONSORTIUMS : GPW-2024/25-06

All documentation, as referred to per Section A of this RFT document 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-2024/25-06**

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 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.

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Page 48 of 82

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.	Subcontracting	Tenderer may not subcontract any of its obligations under the Definitive Agreement except within its group of companies. The Tenderer shall at all times be responsible to GPW for any subcontracted work.
17.	Consequential Loss	Neither Party shall be liable to the other under the Definitive Agreement or any applicable law, for any kind of indirect or consequential loss or damage (including loss of use, loss of profit, loss of any contract, loss of production or business interruption, loss of revenue) arising out of or in connection with the Definitive Agreement, except in relation to wilful misconduct or gross negligence.

Signed for and on behalf of the Tenderer

Date:

Place:

Name of Tenderer

-- End of Annexure B --

Initial here obo Tenderer

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

Annexure C

CENTRAL SUPPLIER DATABASE DOCUMENTATION : GPW-2024/25-06

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

BID NUMBER: GPW-2024/25-06

CLOSING DATE: 20 AUGUST 2024

BIDDER NAME: _____

VALIDITY PERIOD: 90 DAYS

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Annexure D

BRIEFING SESSION ATTENDANCE CERTIFICATE : GPW-2024/25-06

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

--End of Annexure D --

Initial here obo Tenderer

Annexure SBD 1



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

PART A
INVITATION TO BID

BID NUMBER:	GPW-2024/25-06	CLOSING DATE:	20 AUGUST 2024	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT AND IMPLEMENTATION OF BUSINESS CONTINUITY; ENVIRONMENTAL; INFORMATION SECURITY; OCCUPATIONAL HEALTH AND SAFETY; QUALITY AND SECURITY OPERATIONS MANAGEMENT SYSTEMS AND TO OBTAIN CERTIFICATIONS TO THEIR APPLICABLE ISO STANDARDS AT THE GOVERNMENT PRINTING WORKS, REPUBLIC OF SOUTH AFRICA FOR A PERIOD OF FIVE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Tender Box adjacent to the main entrance at: 149 Bosman Street, Pretoria, 0002					
By Hand (Courier Only): Ms Noko Kekana, Supply Chain Management Section, Room 16, 149 Bosman Street, Pretoria, 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Noko Kekana		CONTACT PERSON	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 ---

Initial here obo Tenderer

Annexure SDB 4

**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**

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

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

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

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

Initial here obo Tenderer

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I
certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

Initial here obo Tenderer

- 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 --

Initial here obo Tenderer

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

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

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

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.

Initial here obo Tenderer

- 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
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and

Initial here obo Tenderer

concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Initial here obo Tenderer

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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.)

Initial here obo Tenderer

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;

Initial here obo Tenderer

- 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 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:

.....

.....

.....

.....

.....

----End of document SBD 6.1----

Initial here obo Tenderer

Annexure FORM IV



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

FORM 4(ii) – CONSENT FORM**APPLICATION FOR THE CONSENT OF A SUPPLIER/SERVICE PROVIDER FOR THE****PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF TENDER NUMBER: GPW-2024/25-06**

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

TO (SUPPLIER OR SERVICE PROVIDER NAME):

_____**FROM: GOVERNMENT PRINTING WORKS**

Contact number(s): 012 764 3959

Fax number: N/A

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

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

SELAELO RAMUSI

Signature of designated person

Date: 23 July 2024

PART BI, _____ (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

Initial here obo Tenderer

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

Initial here obo Tenderer

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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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 preparation submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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- 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.

7. Performance security

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of

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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;
- (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,

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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 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

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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.

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

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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 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.

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- 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

- 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;

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(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 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;

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(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

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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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