government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	GOVERNMENT PRINTING WORKS
TENDER DESCRIPTION	APPOINTMENT OF A PANEL OF BIDDERS TO PROVIDE PRINTING SERVICE AND DELIVER PRINTED MATERIAL TO GOVERNMENT PRINTING WORKS FOR A PERIOD OF FIVE YEARS
TENDER NUMBER	GPW-2026/27-05

BRIEFING SESSION	Yes [X]	No [ ]	SESSION COMPULSORY	Yes [X]	No [ ]
BRIEFING	VENUE	389 Sophy De Bruyn Street, Pretoria, Headquarters Second Floor Boardroom		TIME	10H00
	DATE	**09 November 2026**			

CLOSING DATE	**27 November 2026**
CLOSING TIME	**11H00**
VALIDITY PERIOD	**120 Days**

Notes:

- All tenders must be deposited in the Tender Box at the advertised address:
- Tenders must be deposited in the Tender Box on or before the closing date and time.
- Tenders submitted by fax will not be accepted.
- This tender is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.

ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED BIDDER 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: Bidder are requested to include their CSD reports in their submission of the tender documents.

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s):

Signature(s):

Date:

IT IS A CONDITION OF TENDERING THAT –

1.1 The taxes of the successful tenderer **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.

1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.

1.3 Bidder are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.

1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.

1.5 Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, tenderer must supply printed Tax Clearance Certificate

1.6 In tenders where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.

1.7 Where no TCS is available but the tenderer is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

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_____

THE GOVERNMENT PRINTING WORKS

REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER

APPOINTMENT OF A PANEL OF PRINTING BIDDERS TO PROVIDE PRINTING SERVICES AND DELIVER PRINTED MATERIAL TO GOVERNMENT PRINTING WORKS FOR A PERIOD OF FIVE YEARS

TENDER NUMBER: GPW-2026/27-05

CLOSING DATE: 27 NOVEMBER 2026 AT 11:00

COMPULSORY BRIEFING SESSION DATE: 09 NOVEMBER 2026 @10H00

NOTE TO BIDDER:

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

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_____

GPW-2026/27-05 CLOSING DATE: 27 NOVEMBER 2026

BIDDER NAME: _____ VALDILITY PERIOD: 120 Days

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SECTION A

1. INTERPRETATION

1.1 Reference to any gender implies also all 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 **"Bidder"** shall mean the person submitting a Tender (i.e. the Tenderer) in response to this RFT;

1.2.2 **"Business Days"** shall mean any day other than a Saturday, Sunday and Public holiday in South Africa;

1.2.3 "**Closing Date**" shall mean **27 November 2026** not later than 11h00;

1.2.4 "**Conditions of Tender**" shall mean the conditions of tender set out in clause 11;

1.2.5 "**Constitution**" shall mean the Constitution of the Republic of South Africa, 1996;

1.2.6 "**Definitive Agreement**" shall mean the supply and services agreement to be concluded between GPW and the Successful Bidder substantially on the terms contained;

1.2.7 "**GPW" or "Government Printing Works**" shall mean the Government Printing Works, a component of the South African government established under section 7A of the Public Services Act, 1994;

1.2.8 "**Highest Score**" shall mean the highest score obtained in stage 4 (four) of the selection process (i.e. score for price and B-BBEE after applying the relevant formula and table);

1.2.9 **"ISO 9001"** 2018 Quality Management System certificate issued by a SANAS accredited service provider

1.2.10 "**PAJA**" shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;

1.2.11 **"PFMA"** shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act for 2017;

1.2.12 "**Premises**" shall mean GPW's facilities where business operations are conducted - 389 Sophie De Bruyn Street, Pretoria, South Africa, 11 20th Avenue, Industria, Polokwane, South Africa; 5 Vincent Gardens Road Vincent East London, 3 First Street, Industrial Side Mafikeng, Van Der Hoff Richards Bay Avenue Zandfontein Pretoria West, 149 Bosman Street and 83 Visagie Street, Pretoria. Once a service provider is appointed, they will visit all GPW offices in order to entrench and execute the project's roll-out.)

1.2.13 **"Procurement Act"** shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act for 2017;

1.2.14 **"Procurement Laws"** shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, the Procurement Act, practice notes and all other relevant laws and policies;

1.2.15 "**RFT**" or "**RFT Document(s)**" shall mean this request for tender and the Returnable Documents;

1.2.16 "**Returnable Documents**" shall mean the following documents:

1.2.16.1 Completed price schedule of this RFT;

1.2.16.2 JV/Consortium agreement (if applicable);

1.2.16.3 Duly completed and signed Annexure SBD 1 – Invitation to Bid;

1.2.16.4 Duly completed and signed Annexure SBD 4 – Declaration of Interest;

1.2.16.5 Duly completed and signed Annexure SBD 5 – National Industrial Participation Programme (NIPP)

1.2.16.6 Duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;

1.2.16.7 Submit copy of latest complete CSD report;

1.2.16.8 Submit valid certified copy of BBBEE Certificate or Sworn Affidavit;

1.2.16.9 Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC);

1.2.16.10 Certified copies of the Identity documents of all Directors;

1.2.17 "**Successful Bidder**" shall mean the Bidder to whom the Definitive Agreement is awarded through the process contemplated in this RFT;

1.2.18 "**Tender**" or "**Tender Submission**" shall mean bid documents submitted in response to this RFT; and

1.2.19 "**Term Sheet**" shall mean the term sheet attached hereto Annexure B and which will form part of the Definitive Agreement.

2. INTRODUCTION AND GPW REQUIREMENTS

2.1 The Government Printing Works (GPW) is a government component reporting to the Minister of Home Affairs; with oversight by the Parliamentary Portfolio Committee on Home Affairs. It specializes in the printing and development of security media, including Ballot papers, Voters Roll, Passports, Visa, Birth Certificates, Educational Certificates, and Smart Identity documents (ID) cards, Examination materials, and a wide range of other high security printed materials. GPW operates as a self-funded business within the regulated parameters of the Department of Home Affairs.

2.2 GPW is registered with the following organizations as a security printer:

2.2.1 the International Government Printers Forum; and

2.2.2 Print SA.

2.3 GPW is also recognized by a number of international security document management organization, including ICAO.

2.4 Background

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

2.4.1.1 Production and Operations;

2.4.1.2 Human Resources;

2.4.1.3 Financial Services; and

2.4.1.4 Strategic Management.

3. TENDER DOCUMENTATION

3.1 This document compact contains the following:

3.1.1 this RFT document consisting of pricing schedule;

3.1.2 Section A: interpretation; and

3.1.3 SBD documents namely Annexure SBD 1 (invitation to bid); Annexure SBD 4 (declaration of interest), Annexure 5 (NIPP) and Annexure SBD 6.1 (preference point claim form) and Form 4 Consent Form.

3.2 The Bidder 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 Bidder shall notify the contact person as indicated per paragraph 9.1 immediately for rectification. No responsibility or liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes.

4. BID SPECIFICATION (EXTENT OF SERVICES)

4.1 PURPOSE OF THIS RFT

4.1.1 The purpose of this RFT is to appoint a panel of bidders to provide printing services to Government Printing Works for a period of five (5) years who will be utilized by GPW,

on a 3 (three) quote system as and when required to render full printing services, at the sole discretion of GPW.

4.1.2 The main goal of the panel is to ensure that when the GPW requires the printing services, such pre-approved panel does exist to enable GPW to source services in order to meet the service delivery requirements without delays. The contracts that are entered into through this process shall not commit the department to any quantum of work or bind the employer to make use of such agreements to meet its needs.

4.1.3 GPW may approach the market for goods or services, or a combination thereof, in cases where the goods and services required are not readily available within the panel.

4.1.4 The contract entered into between the Bidder and GPW:

i. shall cover only goods or services, or any combination thereof, falling within the scope of work associated with the agreement which may not be amended for the duration of the contract;
ii. may not be entered into after the expiry of the term of the panel; and
iii. may be completed even if the completion of the contract is after the expiry of the term of the panel.

4.1.5 The bidders are eligible to participate in all the categories listed below, however the evaluation criteria will determine in which categories they qualify as follows:

I. <u>Category A</u>

a) turnover above R5 000 000 (5 million) not exceeding R30 000 000 (thirty million);
b) Valid ISO 9001 Certificate; and
c) Valid OHS Compliance Certificate for a printing facility.

II. **Category B**

a) turnover above R30 000 000 (thirty million) not exceeding R100 000 000 (100 million);
b) Valid ISO 9001 Certificate; and
c) Valid OHS Compliance Certificate for a printing facility.

III. **General Security Printing (all orders that do not require any type of specialized printing, numbering, barcoding or any security features)**

a) turnover above R30 000 000 (thirty million) not exceeding R100 000 000 (100 million);
b) Valid ISO 9001 Certificate;
c) Valid OHS Compliance Certificate for a Printing Facility; and
d) Valid Printing SA Accredited Certificate (Print Secure General Security Printing).

IV. **Specialized Security Printing (all orders requiring specialized printing, numbering, barcoding and security features – this requires a specialized machine)**

a) turnover above R30 000 000 (thirty million) not exceeding R100 000 000 (100 million);
b) Valid ISO 9001 Certificate;
c) Valid OHS Compliance Certificate for a Printing Facility; and
d) Valid Printing SA Accredited Certificate (Print Secure General Security Printing).

4.2 GPW intends to appoint top ten (10) bidders per category but reserves the right to amend the number appointed based on the evaluation criteria.

4.3 The Successful bidders will be required to enter into an agreement with GPW.

4.4 The Successful bidders and the key employees will be vetted and screened in terms of the South African Security Services. Any Bidder that fails in the vetting process will be removed from the panel.

4.5 GPW will utilize any of the Successful Bidders on an **"ad hoc basis"** for any project or part thereof at its sole discretion, based on operational needs. GPW reserves the

right to utilize its Panel on a rotational basis, and a minimum of three quotations will be utilized during the rotation.

4.6 No Successful Bidder will be entitled to demand that it be allocated any project or portion whatsoever.

4.7 Any successful bidder who fails to provide a quotation or declines a quotation for a total of ten times will automatically be removed from the panel.

4.8 All successful bidders must produce the GPW product according to 100% of the specifications provided and comply with the GPW proofing process.

4.9 Please Note: Subcontracting is strictly prohibited. Should any bidder be found contravening this provision, the contract will be terminated.

4.10 Requirements for Logistical Trucks:

All trucks delivering the General Security and Specialized Security items **must** comply with the following requirements:

a) Closed body delivery trucks;
b) Live Satellite tracking ability;
c) Fleet Camera which includes Dash Cam, Side Camera, Front Camera, Back Camera and Cabin Camera;
d) Locks, as they should remain locked for the duration of its transit; and
e) Security Escort for the duration of its transit.

5. IMPORTANT DATES AND TIMES

5.1 Key Dates and Activities.

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

No	Description	Date
1	RFT Documents available for collection	**02 November 2026**
2	Briefing session	**09 November 2026**
3	Last date to submit written clarification questions	**16 November 2026**
4	Last date for GPW to respond to written questions, if any, in writing	**18 November 2026**
5	Tender submissions due (Closing Date)	**27 November 2026**

6. ADDITIONAL INFORMATION REGARDING QUERIES AND BRIEFING

Briefing Session Information:

a) Attendance is limited to a maximum of 2 (two) representatives per Bidder;
b) Bidders must submit the names of their representatives to GPW's contact person as indicated in this RFT document;
c) A completed and signed attendance certificate will be issued to each Bidder present at the briefing session, which must be submitted as Annexure D, being part of the Returnable Documents;
d) If a bidder 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 Bidders may also submit written questions via e-mail to the contact person as indicated as per this RFT document, until 16h00 on **16 November 2026**; and
e) GPW will, at its reasonable discretion, endeavor to answer in writing before 16h00 on **18 November 2026** 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 bidder(s).
f) GPW will share the corresponding answers to the received questions with all bidders who attended the briefing session (without disclosing the identity of the Bidder who asked the question).
g) Bidders are requested to submit to GPW's contact person (as indicated per Section A par. 9.1) their relevant contact details which GPW will rely on to effect any communication as indicated per this RFT.

7. TENDER SUBMISSION

a) Bidders are requested to initial each page of the RFT Document and sign in full where appropriate.
b) Tenders must be submitted in hard copy no later than the Closing Date; and

deliver the tender submissions to:

TENDER BOX
The tender box is situated: Adjacent to the main entrance, 389 Sophie De Bruyn Street, PRETORIA Republic of South Africa

c) All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.

d) 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.

e) No late Tender Submission will be accepted regardless of how late it is.

8. JOINT VENTURES/CONSORTIUMS FOR CATEGORY A & B ONLY

Category A & B

a) If contemplating a JV or consortium, Bidders 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 (including letter of appointment of the lead company).

b) 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.

c) The JV should establish, implement and maintain adequate business continuity strategies should there be a breakdown in the JV relationship.

d) The Certificates must be in the name of either of the Joint Venture partnership.

e) JOINT VENTURES ARE STRICTLY PROHIBITED FOR ALL SECURITY PRINTING.

9. COMMUNICATION

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

For Technical queries:

Advocate Lungile Ndhlovu at Lungile.Ndhlovu@gpw.gov.za;and

Ms Nazhreen Ebrahim at Nazhreen.Ebrahim@gpw.gov.za

AND

For SCM related queries:

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

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

10. SERVICE LEVEL AGREEMENT

a) Successful Bidders will be required to sign the Service Level Agreement prepared by GPW.
b) Any appointment made by GPW pursuant to this RFT will be subject to execution of the Service Level Agreement whether or not this is specifically mentioned in any appointment letter issued by GPW.
c) Any Bidder who fails to sign the Service Level Agreement within a reasonable time stipulated by GPW shall be deemed, at GPW's discretion, as having been unsuccessful and shall be notified accordingly by GPW.
d) The Service Level Agreement will contain the usual terms found in these types of agreements but substantially in line with the general conditions of contract, 2010 ("GCC") (attached). ***GPW reserves the right to deviate from the provisions of the GCC as it deems appropriate in order to, amongst other things, protect its interests and ensure that its orders are given priority by the Successful Bidders. This will include GPW requiring that Successful Bidders create***

certain levels of capacity to accommodate GPW's urgent requirements as and when required.

e) All Successful Bidders shall be in full and complete compliance with any and all applicable laws and regulations.

11. TENDER EVALUATION

GPW will utilize the methodology and criteria, as defined per table below, in selecting the successful Bidder.

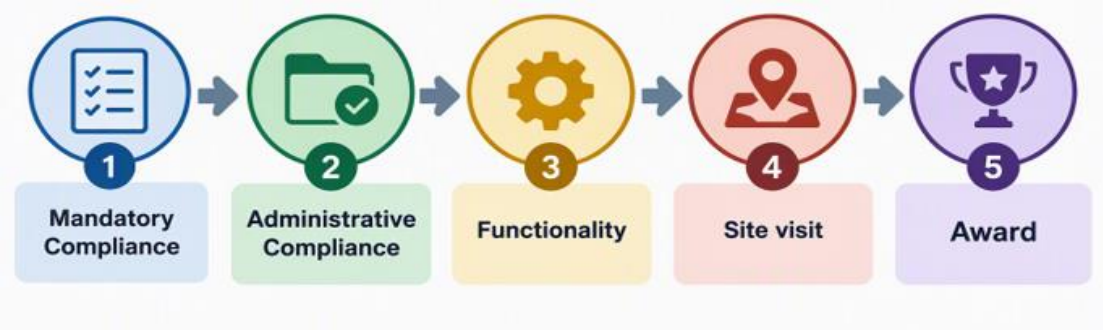


Table Methodology and criteria

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

b) Bidders will not be evaluated on price and preference points.

c) A four stage evaluation process will be applicable for this bid based on: **Mandatory Compliance**, **Administrative Compliance, Technical/Functionality and Site Visit 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 the next stage(s). Furthermore any bidder who does not meet the minimum threshold of **70 points** on respective categories will not be considered for stage 4 evaluation which is Site Visit.

d) Bidders will be appointed on the basis of meeting required score on site visit (*achieving a minimum threshold of 100 points during this stage of evaluation*). GPW intends to appoint top ten (10) bidders per category however reserves the right to appoint any number based on who meets the set evaluation requirements.

e) Top ten (10) bidders who scored the highest number of points on functionality per category and have achieved 100 points on site visit will be considered for appointment into the panel. This is in consideration to 11.4 above.

f) The following stages for evaluation will apply:

g) Stage 1: Mandatory Compliance;

h) Stage 2: Administrative Compliance;

i) Stage 3: Technical/Functionality Evaluation; and

j) Stage 4: Site Visits.

12. STAGE 1: MANDATORY COMPLIANCE

12.1 Bidders who do not comply with the mandatory requirements will be disqualified from further evaluation. The following are mandatory compliance requirements for respective categories:

ITEM NO	CATEGORY	QUALIFICATION CRITERIA	Required proof of evidence (POE)
1	**A**	i. Turnover above R5 000 000, but not exceeding R30 000 000. ii. Valid ISO 9001 Accreditation. iii. Valid OHS Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility.	i. Audited Annual Financial statements for 2025/26 financial year. ii. Original or certified copy of ISO 9001 in the name of the bidder. iii. Original or certified copy of OHS Compliance certificate in the name of the bidder.
2	**B**	i. Turnover above R30 000 000, but not exceeding R100 000 000. ii. Valid ISO 9001 accreditation.	i. Audited Annual Financial statements for

		iii. OHS Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility.	2025/26 financial year. ii. Original or certified copy of ISO 9001 in the name of the bidder. iii. Original or certified copy of OHS Compliance certificate in the name of the bidder.
3	**GENERAL SECURITY PRINTING**	i. Turnover above R30 000 000, but not exceeding R100 000 000. ii. Valid ISO 9001 accreditation. iii. Valid OHS Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility. iv. Valid Accreditation with Printing SA (Print Secure – General Security Printing accreditation).	i. Audited Annual Financial statements for 2025/26 financial year. ii. Original or certified copy of ISO 9001 in the name of the bidder. iii. Original or certified copy of OHS Compliance certificate in the name of the bidder. iv. Original or certified copy of Printing SA Security Printing Certificate in the name of the bidder.

4	**SPECIALIZED SECURITY PRINTING**	i. Turnover above R30 000 000, but not exceeding R100 000 000. ii. Valid ISO 9001 accreditation. iii. Valid OHS Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility. iv. Valid Accreditation with Printing SA (Print Secure – General Security Printing accreditation).	i. Audited Annual Financial statements for 2025/26 financial year. ii. Original or certified copy of ISO 9001 in the name of the bidder. iii. Original or certified copy of OHS Compliance certificate in the name of the bidder. iv. Original or certified copy of Printing SA Security Printing Certificate in the name of the bidder.

12.2 Failure to submit the required proof of evidence (POE) for all of the above will be considered as non-compliance. All Certificates must be certified. No copy of a certified copy will be accepted.

13. STAGE 2: ADMINISTRATIVE COMPLIANCE

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

a) Duly completed SBD 1 - Invitation to bid;
b) Duly completed and signed SBD 4 - Bidder's Disclosure form;
c) SBD 5 – National Industrial Participation Programme (NIPP);
d) SBD 6.1 - Preference Points Claim form;
e) Form 4 (IV) – Consent form in terms of section 11 (2) (a) of POPIA;

f) Tax compliance status pin;

g) Proof of registration with Central Supplier Database;

h) Company profile;

i) Duly signed and completed Bid Price Details enclosed as Section B of this RFT. On the pricing schedule (Section B) where there is no price to be charged, indicate that by way of showing as R0.00 or dash (-). Should the bidder to consider completing an alternative pricing schedule, ensure that the one supplied with the tender document is also completed; and

j) Company Proxy/ Right to sign.

14. STAGE 3: TECHNICAL/FUNCTIONALITY EVALUATION

14.1 Section A: For Both Category A & B

ITEM NO	CRITERIA	SCORE
1.	**Availability of Printing Facility** 1.1 The bidder has printing premises within the Republic of South Africa. 1.2 Proof in the form of lease agreement or ownership document of the property must be provided, as well as the photos of the premises (outside and inside the premises) provided. i. Submission of a valid Lease Agreement/ Ownership document for a minimum of 2 years, as well as the photos of the premises (outside and inside the premises) provided and Certificate of Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility. **(25 points)** ii. Submission of a valid Lease Agreement/ Ownership document for a minimum of 2	**25**

ITEM NO	CRITERIA	SCORE
	years, as well as the photos of the premises (outside and inside the premises) provided. **(15 points)** iii. Submission of Certificate of Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility. **(5 points)**	
2.	**Printing Capacity** 2.1Availability of printing capacity includes the following printing machines. Proof of ownership of these machines by way of pictures and corresponding Barcodes: 1) Digital Printing; 2) Litho Printing (Sheet fed); 3) Litho Printing (Web fed); 4) Saddle Stitching; 5) Wire Binding; 6) Perfect Binding; 7) PUR Binding; 8) Sewing (Thread sewn); 9) Lamination; 10) Encapsulating; and 11) NCR Continuous Form Printing. i. Availability of all the above machines. **(20 points)** ii. Availability of any 8 to 10 of the above machines. **(15 points)** iii. Availability of any 4 to 7 of the above machines. **(10 points)**	**20**

ITEM NO	CRITERIA	SCORE
	iv. Availability of less than 4 of the above machines. **(0 points)**	
3.	**Machinery Maintenance** 3.1 The bidder must provide the signed maintenance agreement or a maintenance plan of the printing equipment and provide proof of the service record for the maintenance executed in the last 12 months. In case of a new machine on site, proof of purchase should be provided. i. Submission of signed Maintenance agreement or maintenance plan with service records of the last twelve months or proof of purchase of new machine on site. **(10 points)** ii. Submission of Service records only. **(5 points)** iii. None of the above. **(0 points)**	**10**
4.	**Transportation Capacity** 4.1 Company has proven capacity to deliver in terms of available resources. NB: Points will only be awarded where the following requirements are fully complied with: **(a) For Own vehicles** - Submit vehicles registration as proof – registered under the company name, not a personal vehicle; and	**15**

ITEM NO	CRITERIA	SCORE
	(b) For Leased vehicles – Submit vehicles lease / rental agreement by both parties accompanied by vehicles registration. Availability of closed body delivery trucks: i. 1x 30 Ton Truck (**5 points**). ii. 1x 10 Ton Truck (**5 points**). iii. 1x LDV with closed body canopy (**5 points**).	
5.	**Similar Experience** 5.1 List of number of projects, where similar services were rendered. The bidder must supply signed Appointment letters/Contracts/ Works Orders/ Task Orders / Purchase Order(s) accompanied with contactable reference letters on the client letterhead, corresponding to their listed projects. 5.2 Where one set of Appointments/ Purchase Orders/ Works Orders/Contracts is linked to multiple Projects or to Multiple Areas of Work, this must be clearly indicated. 5.3 Panel Appointment Letters will not be accepted without being accompanied by Purchase Orders/Task Orders/Work Orders/ Contracts/ similar. 5.4 In cases where a project was undertaken under a subcontracting arrangement, an Appointment Letter of a subcontractor or	**30**

ITEM NO	CRITERIA	SCORE
	Contract or Purchase Order accompanied by a corresponding Reference Letter from the main contractor is to be attached and is compulsory otherwise such an appointment letter as a subcontractor will not be considered: i. Five or more signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**30 points**) ii. Four signed appointment letters/ contracts/ work orders/ task orders / purchase orders and corresponding reference letters provided. (**20 points**) iii. Three signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**10 points**) iv. Two signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**5 points**) v. Less than two signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**0 points)**	

ITEM NO	CRITERIA	SCORE
	TOTAL SCORE	**100**
	MINIMUM THRESHOLD	**70**

14.2 <u>Section B: Category for General Security Printing Bidders only</u>

ITEM NO	CRITERIA	SCORE
1.	**Availability of Printing Facility** 1.1 The bidder has printing premises within the Republic of South Africa. 1.2 Proof in the form of lease agreement or ownership document of the property must be provided, as well as the photos of the premises (outside and inside the premises) provided; i. Submission of a valid Lease Agreement/ Ownership document for a minimum of 2 years, as well as the photos of the premises (outside and inside the premises) provided and Certificate of Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility. **(30 points)** ii. Submission of a valid Lease Agreement/ Ownership document for a minimum of 2 years, as well as the photos of the premises (outside and inside the premises) provided. **(20 points)** iii. Submission of Certificate of Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility. **(10 points)**	**30**

ITEM NO	CRITERIA	SCORE
2.	**Printing Capacity** 2.1 Availability of printing capacity includes the following printing machines. Proof of ownership of these machines by way of pictures and corresponding Barcodes: 1) Digital Printing; 2) Litho Printing (Sheet fed); 3) Litho Printing (Web fed); 4) Saddle Stitching; 5) Wire Binding; 6) Perfect Binding; 7) PUR Binding; 8) Sewing (Thread sewn); 9) Lamination; 10) Encapsulating; and 11) NCR Continuous Form Printing. i. Availability of all the above machines **(20 points).** ii. Availability of any 8 to 10 of the above machines **(15 points).** iii. Availability of any 4 to 7 of the above machines **(5 points).** iv. Availability of less than 4 of the above machines **(0 points)**	**20**
3.	**Machinery Maintenance** 3.1 The bidder must provide the signed maintenance agreement or a maintenance plan for the printing equipment and provide proof of the	**15**

ITEM NO	CRITERIA	SCORE
	service record for the maintenance executed in the last 12 months: i. Submission of signed Maintenance agreement or maintenance plan with service records for the last 12 months. **(15 points)** ii. Submission of Service records only. **(5 points)** iii. None of the above. **(0 points)**	
4.	**Transportation Capacity** 4.1 Company has proven capacity to deliver in terms of available resources. 4.2 NB: Points will only be awarded where the following requirements are fully complied with: a) **For Own vehicles** - Submit vehicles registration as proof – registered under the company name, not a personal vehicle; (b) **For Leased vehicles** – Submit vehicles lease / rental agreement by both parties accompanied by vehicles registration; and (c) GPS History of delivery vehicles not earlier than 6 months prior to the closing of the bid. **Type of Trucks** i. 1x 30 Ton Truck. **(5 points)** ii. 1x 10 Ton Truck. **(5 points)**	**15**

ITEM NO	CRITERIA	SCORE
	iii. 1x LDV with closed body canopy. **(5 points)**	
5.	**Similar Experience** 5.1 List of number of projects, where similar services were rendered. The bidder must supply signed appointment letter/ contract/ works order/ task order / purchase order(s) accompanied with contactable reference letters on the client letterhead, corresponding to their listed projects. 5.2 Where one set of Appointment/ Purchase order/Works Order/Contract is linked to multiple Projects or to Multiple Areas of Work, this must be clearly indicated. 5.3 Panel Appointment Letters will not be accepted without being accompanied by Purchase Order/Task Orders/Work Order/ contract/ similar. 5.4 In cases where a project was undertaken under a subcontracting arrangement, an appointment letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory otherwise such an appointment letter as a subcontractor will not be considered. i. Five or more signed appointment letters/	**20**

ITEM NO	CRITERIA	SCORE
	contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**20 points**) ii. Four signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided.. (**15 points**) iii. Three signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**5 points**) iv. Less than three signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**0 points**)	
	TOTAL SCORE	**100**
	MINIMUM THRESHOLD	**70**

14.3 Section C: Category for Specialized Security Printing Bidders only

ITEM NO	CRITERIA	SCORE
1.	**Availability of Printing Facility** 1.1The bidder has printing premises within the Republic of South Africa.	**30**

ITEM NO	CRITERIA	SCORE
	1.2 Proof in the form of lease agreement or ownership document of the property must be provided, as well as the photos of the premises (outside and inside the premises) provided; i. Submission of a valid Lease Agreement/ Ownership document for a minimum of 2 years, as well as the photos of the premises (outside and inside the premises) provided and Certificate of Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility. **(30 points)** ii. Submission of a valid Lease Agreement/ Ownership document for a minimum of 2 years, as well as the photos of the premises (outside and inside the premises) provided. **(20 points)** iii. Submission of Certificate of Compliance to Occupational Health and Safety Act 85 of 1993 (OHSA) for a printing facility. **(10 points)**	
2.	**Printing Capacity** 2.1 Availability of printing capacity includes the following printing machines. Proof of ownership of these machines by way of pictures and corresponding Barcodes:	**20**

ITEM NO	CRITERIA	SCORE
	1) Litho Printing (sheet fed); 2) Litho Printing (web fed); 3) In-line Variable Numbering (on web fed printing); 4) Micro-text Printing; 5) Rainbow Printing; 6) Saddle Stitching; 7) Minimum Eight Colour Printing Press; 8) Snap sets PAD making; 9) Offline Numbering (Bleeding Inks); 10) Security Form finishing (perforations, sprocket holes and collating); and 11) Hologram Foiling. i. Availability of all the above machines **(20 points).** ii. Availability of any 8 to 10 of the above machines **(15 points).** iii. Availability of any 4 to 7 of the above machines **(5 points).** iv. Availability of less than 4 of the above machines **(0 points)**	
3.	**Machinery Maintenance** 3.1 The bidder must provide the signed maintenance agreement or a maintenance plan for the printing equipment and provide proof of the service record for the maintenance executed in the last 12 months: i. Submission of signed Maintenance agreement or maintenance plan with	**15**

ITEM NO	CRITERIA	SCORE
	service records for the last 12 months. **(15 points)** ii. Submission of Service records only. **(5 points)** iii. None of the above. **(0 points)**	
4.	**Transportation Capacity** 4.1 Company has proven capacity to deliver in terms of available resources. 4.2 NB: Points will only be awarded where the following requirements are fully complied with: a) **For Own vehicles** - Submit vehicles registration as proof – registered under the company name, not a personal vehicle; (b) **For Leased vehicles** – Submit vehicles lease / rental agreement by both parties accompanied by vehicles registration; and (c) GPS History of delivery vehicles not earlier than 6 months prior to the closing of the bid. **Type of Trucks** i. 1x 30 Ton Truck. **(5 points)** ii. 1x 10 Ton Truck. **(5 points)** iii. 1x LDV with closed body canopy. **(5 points)**	**15**
5.	**Similar Experience** 5.1 List of number of projects, where similar services were rendered. The bidder must supply signed appointment letter/ contract/	**20**

ITEM NO	CRITERIA	SCORE
	works order/ task order / purchase order(s) accompanied with contactable reference letters on the client letterhead, corresponding to their listed projects. 5.2 Where one set of Appointment/ Purchase order/Works Order/Contract is linked to multiple Projects or to Multiple Areas of Work, this must be clearly indicated. 5.3 Panel Appointment Letters will not be accepted without being accompanied by Purchase Order/Task Orders/Work Order/ contract/ similar. 5.4 In cases where a project was undertaken under a subcontracting arrangement, an appointment letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory otherwise such an appointment letter as a subcontractor will not be considered. i. Five or more signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**20 points**) ii. Four signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters	

ITEM NO	CRITERIA	SCORE
	provided. (**15 points**) iii. Three signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**5 points**) iv. Less than three signed appointment letters/ contracts/ work orders/ task orders/ purchase orders and corresponding reference letters provided. (**0 points**)	
	TOTAL SCORE	**100**
	MINIMUM THRESHOLD	**70**

For all of the above tables a minimum score of 70 points or more must be obtained for the Tender Submission to progress to stage 4 – Site Visit.

15. STAGE 4 SITE VISIT

ITEM NO	CRITERIA	WEIGHT	SCORE
1.	**Verification of the physical printing** Bidders are required to provide the physical address of the printing facility where site visit will be undertaken as an Annexure F.	34	
2.	**Verification of Logistical Trucks** Bidders must have trucks available at own site or Lessor site specified with the appropriate registration of the vehicles as provided.	33	
3.	**Verification of the printing machines**	33	

	Bidders are required to make available specific machine in line with the tender requirements with corresponding barcodes.		
	TOTAL SCORE	**100**	
	MINIMUM THRESHOLD	**100**	

The minimum threshold for Site Visit category of evaluation is **100 points**. Bidders who do not meet the minimum threshold of 100 points **will no**t be considered for appointment into the panel.

16. UTILIZATION OF THE PANEL

16.1 GPW will ensure compliance to the Preferential Procurement Policy Framework Act 5 of 2000 as well as applicable regulations for the use of this panel. Price and preference points evaluation will be conducted as and when RFQs are issued:

16.2 RFQs will be evaluated in accordance with the pre-scripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulations.

16.3 The following preference point systems will apply for invitations of RFQs:

a) the **80/20** preference point system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

b) the **90/10** preference point system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

17. SPECIAL CONDITIONS

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

a. GPW reserves the right to:

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

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

iii. not to extend the closing date; and

iv. not necessarily accept the Tender Submission obtaining the highest Score.

v. reject any Tender that:

1. fails to commit to the key deliverables required by this RFT;

2. is submitted not as set out in clause 7;

3. contains any information that is found to be incorrect or misleading in any way; or

4. is not completed in full and/or initialed as required.

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

c. GPW reserves the right to seek clarity or confirmation on the information submitted. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids. GPW will only allow questions be asked to bidders for clarification needed to evaluate their bids but should not ask or permit bidders to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses will be made in writing.

d. Bidder's delivery of a Tender Submission constitutes acceptance by Bidder of the Conditions of Tender.

e. This RFT is an invitation to the Bidder to make an offer to GPW. No binding contract or other understanding will exist between GPW and the Bidder 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 Bidder will constitute an agreement or representation that GPW will offer, award or enter into a contract.

Initial here obo Tenderer

_____

f. GPW reserves the right in its sole discretion to amend, vary, or supplement any of the information, terms or requirements contained in this RFT, any information or requirements delivered pursuant to this RFT, or the structure and/or schedule of the RFT process. Bidders 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.

g. Validity Period:

i. All Tender Submissions shall remain valid for 120 Days from the Closing Date. GPW reserves the right to reject any Tender Submission that is valid for a period less than 120 Days; and

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

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

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

j. Collusive Conduct; Improper Assistance; No Inducements:

i. As declared in the relevant Returnable Document, neither the Bidder nor any of its officers, employees, advisers or other representatives will engage in any collusive

tendering, anti-competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process;

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

iii. Neither the Bidder 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; and

iv. In addition to any other remedies available to it under any law or any contract, GPW reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a Bidder that engages in any conduct described in clauses 17.1.

k. Proprietary Rights in RFT and Tender Submissions:

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

l. Publicity:

The Bidder 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.

m. Decisions on Tenders:

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

ii. Where a contract has been awarded on the strength of information furnished by the Bidder, 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:

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

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

3. impose on the Bidder, a penalty not exceeding five per cent of the value of the contract.

n. Notification:

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

o. Restriction from Tendering or Contracting:

The Chief Executive Officer of GPW may, in addition to any other legal remedies GPW may have, determine that no offer from a Bidder 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 Bidder has:

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

ii. failed to react to written notices properly sent to it; or

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

p. Representation:

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

ii. By signing this RFT Document, the Bidder 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 Bidder overlooked any such condition or failed

properly to take it into account for the purpose of calculating tendered prices or otherwise.

Signed at _____on this _____ day of _____ 2026.

For and on Behalf of _____

Name:_____

Position:_____

Signature:_____

Who hereby warrants his /her authority

--- End of RFT ---

SECTION B:

BIDDERS BASKET OF GOODS PRICING SCHEDULE

See attached spreadsheet

Annexure A

JOINT VENTURES/CONSORTIUMS

All documentation, as referred to per Section A clause 8 of the RFT must be included here as Annexure A (if applicable) being part of the Returnable Documents.

(attach here)

--End of Annexure A ---

Annexure B

TERM SHEET:

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

No.	Term	Details
1.	Parties	• Government Printing Works ("**GPW**"); and • Successful Tenderer ("**Tenderer"**) (each a "**Party"** and together as "**Parties"**).
2.	Background and Purpose	To be set out substantially as set out in the RFT.
3.	Legal Effect	This Term Sheet sets out the key terms of the Definitive Agreement and is not in itself legally binding on the Parties, except that by signing and/or submitting this Term Sheet, the Tenderer agrees to the terms contained herein and undertakes to enter into the Definitive Agreement substantially on the terms contained herein.
4.	RFT	All the provisions of the RFT, in particular the mandatory requirements, ANNEXURE ONE, Clause 2, Technical Specifications and the Conditions of Tender, will be incorporated in the Definitive Agreement.
5.	Appointment	GPW to appoint the Tenderer to supply it with the Solution.
6.	Price	The contract price will be as set out in the Tenderer's Tender Submission. Prices to be all-inclusive (i.e. inclusive of any taxes, packaging, insurance, transportation, etc.)

No.	Term	Details
7.	Payment	Payment terms will be stipulated in the definitive agreement. Payment will be made in Rand or any other base currency, depending on what is agreed in the Definitive Agreement.
8.	Confidentiality	The provisions of this Term Sheet and those of the Definitive Agreement shall be kept strictly confidential, except when disclosure is required under any law or to give effect to the provisions of the Definitive Agreement.
9.	Infringement of Intellectual Property	The Solution should accord with the specifications, designs and instructions set out in the RFT. GPW shall not be liable for any infringement of any patent, trademark, copyright or manufacturing design and Tenderer to accept full responsibility for and indemnify GPW against any claims that may be brought against GPW by reason of any alleged infringement of a trademark, patent, copyright, design or otherwise arising out of the production, reproduction or use of the Solution or other documents in relation thereto. Despite this, the Tenderer shall not be relieved of liability to GPW in the event that the Tenderer is restrained from supplying the Solution and shall be liable to GPW for the full loss it sustains as a result of any breach under the Definitive Agreement. It shall be the responsibility and obligation of the Tenderer to contest any action brought against GPW which would attempt to restrain production, sale or distribution of the Solution or alleges any infringement of any trademark, patent, copyright or design by the Tenderer.
10.	Performance Security / Bond	A performance bond is not required
11.	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

No.	Term	Details
		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.
12.	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.
13.	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.
14.	Taxes	GPW shall be responsible for all South African taxes. The Tenderer shall be responsible for all foreign taxes.
15.	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

_____

Initial here obo Tenderer

_____

-- End of Annexure B --

Initial here obo Tenderer

_____

Annexure C

CENTRAL SUPPLIER DATABASE DOCUMENTATION :

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

(attach here)

--End of Annexure C ---

Annexure D

BRIEFING SESSION ATTENDANCE CERTIFICATE :

(attach here)

--End of Annexure D---

Annexure E – Basket of Goods pricing Schedule

(attach here)

Annexure F

Physical Address for Verification of the physical printing facility

BID NUMBER: GPW-2026/27-05

CLOSING DATE:27 NOVEMBER 2026

BIDDER NAME: _____

VALIDITY PERIOD: 120 Days

Annexure SDB 1

PART A

INVITATION TO BID

BID NUMBER:	GPW-2026/27-05	CLOSING DATE:	27 NOVEMBER 2026	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A PANEL OF BIDDERS TO PROVIDE PRINTING SERVICE AND DELIVER PRINTED MATERIAL TO GOVERNMENT PRINTING WORKS 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: 389 Sophie De Bryun, Pretoria, 0002

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Noko Kekana**	CONTACT PERSON	**Adv Lungile Ndhlovu and Nazhreen Ebrahim**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**noko.kekana@gpw.gov.za**	E-MAIL ADDRESS	**Lungile.Ndhlovu@gpw.gov.za** **Nazhreen.Ebrahim@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.

Initial here obo Tenderer

_____

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, 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 ---

Annexure SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……
……

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……...
Designation Name of bidder

--End of Annexure SBD 4 --

Annexure SBD 5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1
(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be

followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number …….. Closing date:……

Name of bidder……

Postal address ……

……

Signature…….. Name (in print)……..

Date……..

Js475wc

--End of Annexure SBD 5 --

ANNEXURE SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	4	8		
Women	3	6		
Youth	2	4		
Disability	1	2		

Calculation of points

The calculation of points for achieving specific level is to be computed using the following allocation of points:

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)	ALLOCATED POINTS (90/100 system)
1. Persons historically disadvantaged on the basis of race	100% black ownership	8	4
	75% - 99% black ownership	6	3
	60% - 74% black ownership	4	2
	51% - 59% black ownership	2	1
	0%-50% black ownership	0	0
2. Ownership by Women	100% women ownership	6	3
	75% - 99% women ownership	4	2

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)	ALLOCATED POINTS (90/100 system)
	60% - 74% women ownership	2	1
	51% - 59% women ownership	1	0.5
	0 – 50% women ownership	0	0
3. Ownership by Youth	100% youth ownership	4	2
	75% - 99% youth ownership	3	1.5
	60% - 74% youth ownership	2	1
	51% - 59% youth ownership	1	0.5
	0 – 50% youth ownership	0	0
4. Ownership by people with disability	100% disability ownership	2	1
	75% - 99% disability ownership	1.5	0.75
	60% - 74% disability ownership	1	0.5
	51% - 59% disability ownership	0.5	0.25
	0 – 50% disability ownership	0	0

NB: Bidders will be required to substantiate their claim for points on specific goals by submitting the following:

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- Certified copy(s) of the ID-document(s) of Director(s).
- The respondents who claim points for ownership by persons with a disability must provide proof thereof in the form of a letter from the relevant authority. If the proof thereof is not provided, the bidder/s shall receive a zero score for ownership by persons with disability.
  Over and above this, a CSD report will be utilized to determine the ownership status as claimed by the bidder.

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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

vi) 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.

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.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

--End of Annexure SBD 6.1

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Annexure FORM IV

FORM 4(iv) – CONSENT FORM

APPLICATION FOR THE CONSENT OF A SUPPLIER/SERVICE PROVIDER FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF TENDER NUMBER: GPW-2026/27-05

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

TO (SUPPLIER OR SERVICE PROVIDER NAME):

_____
_____

FROM: GOVERNMENT PRINTING WORKS
Contact number(s): 012 748 6346
Fax number: N/A
E-mail address: lifi.mahlasela@gpw.gov.za

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



Signature of designated person
Date: 7 May 2025

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

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

Signed at ..... this ..... day of .....2026.....

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

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_____

BID NUMBER: GPW-2026/27-05

BIDDER NAME: _____

CLOSING DATE:27 NOVEMBER 2026

VALIDITY PERIOD: 120 Days

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

ii. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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TABLE OF CLAUSES

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5. Use of contract documents and information; inspection
6. Patent rights
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32. Taxes and duties
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially

recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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.

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1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services,

such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract document and information; inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods and services shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to

manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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14. Spare parts

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

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

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

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

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

15. Warranty

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

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15.2 This warranty shall remain valid for twenty-four (24) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for twenty-four (24) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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.

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17. Prices

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

18. Contract amendments

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

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with

the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as

it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from

moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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