government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	**GOVERNMENT PRINTING WORKS**
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTEGRATED EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP), INCLUDING OCCUPATIONAL HEALTH CLINIC, EMPLOYEE ASSISTANCE, MEDICAL SURVEILLANCE, HEALTH SCREENING AND OCCUPATIONAL HYGIENE SERVICES, TO GOVERNMENT PRINTING WORKS FOR A PERIOD OF FIVE (5) YEARS.
TENDER NUMBER	**GPW-2026/27-06**

BRIEFING SESSION	**Yes** [X]	**No** [ ]	**SESSION COMPULSORY**	**Yes** [X]	**No** [ ]
BRIEFING	**VENUE**	389 Sophie De Bryne Street, Pretoria Boardroom Headquarters Second Floor Boardroom		**TIME**	10H00
	DATE	**12 NOVEMBER 2026**			

CLOSING DATE	01 DECEMBER 2026
CLOSING TIME	**11H00**
VALIDITY PERIOD	**120 Days**

Notes:

- All tenders should be deposited in the Tender Box at the advertised address:
- Tenders should 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 SHOULD BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)**

Initial here

_____

government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE

PLEASE NOTE:

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

Registered Suppliers to ensure that all details completed below are CURRENT

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s):_____

Signature(s):_____

Date:_____

Initial here

_____

government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

IT IS A CONDITION OF TENDERING THAT –

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

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

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

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

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

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

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

Initial here

_____

THE GOVERNMENT PRINTING WORKS

REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTEGRATED EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP), INCLUDING OCCUPATIONAL HEALTH CLINIC, EMPLOYEE ASSISTANCE, MEDICAL SURVEILLANCE, HEALTH SCREENING AND OCCUPATIONAL HYGIENE SERVICES, TO GOVERNMENT PRINTING WORKS FOR A PERIOD OF FIVE (5) YEARS.

TENDER NUMBER: GPW-2026/27-06

BRIEFING SESSION DATE: 12 NOVEMBER 2026 AT 10H00

CLOSING DATE: 01 DECEMBER 2026 AT 11h00

NOTE TO BIDDERS:

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

Table of Contents

SECTION A 6
1. INTERPRETATION 6
2 INTRODUCTION AND GPW REQUIREMENTS 10
3 TENDER DOCUMENTATION 18
4 IMPORTANT DATES AND TIMES 19
5 ADDITIONAL INFORMATION AND ENQUIRIES 20
6 TENDER SUBMISSION 21
7 JOINT VENTURES/CONSORTIUMS 21
8 COMMUNICATION 22
9 TENDER EVALUATION 23
10 CONDITIONS OF TENDER 37
Annexure 1 39
Annexure 2 48
Annexure 3 49
Annexure 4 50
Annexure 5 51
Annexure 6 52
Annexure 7 53
Annexure A 54
Annexure B 55
Annexure C 57
Annexure D 58
Annexure SBD 1 59
Annexure SBD 4 61
Annexure SBD 6.1 64
Annexure FORM IV 71
GENERAL CONDITIONS OF CONTRACT 72

Initial here

_____

SECTION A

1. INTERPRETATION

1.1. Reference to any gender implies also the other genders;

1.2. Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:

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

1.2.2. **"Business continuity management system"** shall mean a system that channels efforts to achieve and maintain business continuity objectives at the GPW;

1.2.3. **"Closing Date"** shall mean 01 December 2026 not later than 11h00;

1.2.4. **"Conditions of Tender"** shall mean the conditions of tender set out **in clause 10**;

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 in the Term Sheet, together with all schedules to be attached thereto or referenced therein;

1.2.7. **"Employees"** GPW employees appointed on permanent and fixed-term contract, including employees appointed on Internships;

1.2.8. **"Employee Assistance Programme"** An Employee Assistance Programme (EAP) is a confidential, employer-sponsored support service designed to assist employees with personal, psychological, social, or work-related challenges that may impact their wellbeing, performance, or productivity. The programme provides short-term counselling, advisory services, and referral to specialised support where necessary.

1.2.9. **Employee Health and Wellness Programme (EHWP)** is a structured

initiative implemented by an organization to promote the physical, mental, and social well-being of employees. The programme typically aims to improve employees' overall health, enhance productivity, reduce absenteeism, and create a supportive work environment.

1.2.10. **"Environmental management system"** shall mean a system that channels efforts to achieve and maintain environmental objectives at the GPW;

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

1.2.12. **"Highest acceptable tender"** shall mean A tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

1.2.13. **"Health Professional Council of South Africa (HPCSA)"** shall mean the statutory body that regulates and oversees the health professions in South Africa.

1.2.14. **"Immediate family members"** According to the Department of Public Service and Administration (DPSA), immediate family members refer to the employee's parent, adoptive parent, parents-in-law, sister- and brother-in-law, grandparent, child, adopted child, stepchild, grandchild or sibling.

1.2.15. **"Injury on Duty (IOD) and Occupational Diseases"** An injury on duty is taken to mean a personal injury sustained in an accident occurring during the performance of an employee's work. An Occupational disease is like any other disease, with the distinction that it was caused solely or principally by factors peculiar to the working environment. It is also described as a disease arising out of and contracted in the course of an employee's employment as listed in Schedule 3 of the Compensation for Occupational Injuries and Disease Act, 1993 (Act No 130 of 1993).

1.2.16. **"Information security management system"** shall mean a system that channels efforts to achieve and maintain information security

objectives at the GPW;

1.2.17. "**OBO**" means On Behalf Of;

1.2.18. **"Occupational Health & Safety management system"** shall mean a system that channels efforts to achieve and maintain occupational health and safety objectives at the GPW;

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

1.2.20. **"PFMA"** shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act for 2022;

1.2.21. **"Premises"** shall mean GPW's facilities where business operations are conducted – -

1.2.22. **"PHC" (Primary Health Care)** shall mean health systems to support a person's health needs from health promotion to disease prevention, treatment, rehabilitation and more;

1.2.23. **"Procurement Act"** shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act for 2022;

1.2.24. **"Procurement Laws"** shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, Preferential Procurement Policy Framework Act of 2000 and its applicable regulations of 2022, practice notes and all other relevant laws and policies;

1.2.25. **"Quality management system"** shall mean a system that channels efforts to achieve and maintain quality objectives at the GPW;

1.2.26. "**Returnable Documents**" shall mean the following documents:

1.2.26.1. Annexure 1: RFT document consisting of Pricing Schedule;

1.2.26.2. Annexure 2: Company Profile including but not limited to a project list of a number of projects of similar work and their duration;

1.2.26.3. Annexure 3: Bidder's Accredited SANC /Proof of valid membership with the HPCSA, SACSSP Certifications;

1.2.26.4. Annexure 4: Proposal on the approach the Bidder will adopt to implement the project.

1.2.26.5. Annexure 5: Details of the recommended GPW personnel complement;

1.2.26.6. Annexure 6: Qualifications of bidder's personnel to be allocated to GPW for the project;

1.2.26.7. Annexure 7: Contactable references

1.2.26.8. Annexures A: JV/Consortium Agreement (if applicable)

1.2.26.9. Annexure B: Term Sheet

1.2.26.10. Annexure C: Proof of registration with Central Supplier Database

1.2.26.11. Annexure D: Briefing session attendance certificate

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

1.2.26.13. Duly completed and signed Annexure SBD 4 – Bidder's Disclosure;

1.2.26.14. Duly completed and signed Annexure SBD 6.1 – Preference Point Claim

1.2.26.15. Duly completed and signed Consent Form – Form IV

1.2.26.16. General Conditions of Contract

1.2.27. "Security operations management system" shall mean a system that channels efforts to achieve and maintain security operations objectives at the GPW

1.2.28. "South African Nursing Council (SANC)" shall mean the statutory body that regulates nursing in South Africa.

1.2.29. South African Council for Social Service Profession (SACSSP)" shall

Initial here

_____

mean the statutory that regulates social workers in South Africa.

1.2.30. "Successful Bidder" shall mean the person to whom the Definitive Agreement is awarded through the process contemplated in this RFT;

1.2.31. "Specific goals" shall mean Specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No.16085 dated 23 November 1994;

1.2.32. "Tender" shall mean a written offer on the tender documents prescribed by the Accounting Authority response to an invitation to tender;

1.2.33. "Bidder" shall mean the person submitting a Tender (i.e. the Bidder) in response to this RFT;

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

2. INTRODUCTION AND GPW REQUIREMENTS

2.1. GPW is mandated to provide Security Printing for all the government departments and other organizations that requires their services. The nature of the operations within GPW are of manufacturing in nature where employees are operating machines on a daily basis and engage with hazardous chemicals. As outline by the Occupational Health and Safety Act, the employer has to provide a healthy and safe working environment that will ensure the employee's health and wellbeing.

2.2. To protect GPW from possible litigations linked to workplace injuries and health issues, GPW is required to have occupational medical records of all employees from the date of appointment till resignation or during termination. Occupational injuries that are referred to hospitals will need to be monitored within the workplace to ensure successful rehabilitation of the injured employees. It is a

legal requirement that employees who are exposed to occupational hazards such as machine injuries, noise exposure and hazardous chemicals be subjected to annual medial checks to assess their exposure level and mitigate the risk associated with it.

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

2.4. For this reason, GPW seeks to appoint a Service Provider capable of delivering a comprehensive Employee Health and Wellness Program that integrates:

a) Clinic Services: –primary healthcare, preventive screenings, and immunizations.
b) Occupational Health Care – workplace risk assessments, medical surveillance, injury and illness management, and fitness-for-duty evaluations.
c) Employee Assistance Program (EAP) – confidential counselling, stress and trauma management, substance abuse support, legal and financial support and referral to specialized care.
d) Employee Health and Wellness Services: Health promotion, wellness campaigns, awareness programmes and preventative health interventions.
e) Occupational Hygiene services – which will include noise, chemical exposure, indoor air quality, light and any other occupational exposure assessments.

2.5. This appointment is intended to ensure compliance with relevant legislative requirements and to support GPW in realising its vision and mission for approximately+-782 GPW employees based in Pretoria, Mmabatho, Polokwane and East London It is anticipated that the number of employees may change during the period of the contract.

2.6. **Requirements for the clinic services**

2.6.1. The objective of the project is to provide Government Printing Works (GPW) employees with a fully functional clinic that delivers comprehensive Primary Health Care Services. The clinic will offer preventive care, routine check-ups, vaccinations, health screenings, which include breast cancer and prostate

cancer screening, and treatment for common illnesses, ensuring employees have access to holistic healthcare that supports their overall well-being and workplace productivity.

2.6.2. For any other additional service that form part of the scope of work, GPW will source these services from the successful service provider on a quotation basis. This includes communicable diseases declared as an outbreak.

2.6.3. The clinic will also provide Primary Health Care Services, including family planning, routine medical consultations, and treatment for common illnesses. Employees will be referred to health specialists or hospitals for further treatment or second opinions as required. These services will be available during working hours and, when necessary, after hours (overtime) to ensure timely and uninterrupted access to care.

2.6.4. The service provider is expected to have a relationship with a reputable a network of reputable service providers who will render both clinic and EAP services to GPW regional offices in line with the requirements of this document.

2.7. **Occupational Health Care**

The service provider will be expected to provide:

2.7.1. Occupational Health Risk Management: Conduct annual occupational health risk assessments and refer employees for further medical evaluation when necessary.

2.7.2. The service provider shall conduct pre-employment, exit and annual medical surveillance for all employees identified through the Employer's risk assessment process. The service provider must provide all required equipment, personnel, consumables, and reporting services necessary to perform the medical surveillance programme at the Employer's premises using a fully equipped mobile occupational health clinic.

2.7.3. Substance Testing: Perform substance testing as required and submit

comprehensive reports.

2.7.4. Management of IOD and Occupational Diseases: Manage incidents of injury on duty (IOD) and occupational diseases, referring employees for further medical assessment as needed.

2.7.5. Disease Outbreak Management: Monitor and manage disease outbreaks within the workplace.

2.7.6. Immunization and Disease Management: Provide immunization and management for communicable and non-communicable diseases, including infectious diseases.

2.7.7. Health Education and Promotion: Conduct health education sessions and workshops aligned with the National Health Calendar and distribute educational materials to promote preventive measures and a healthy lifestyle.

2.7.8. Occupational Medical Practitioner (OMP) Services: Provide an OMP on-site twice a month, 3 hours per day, at the Visagie Building or any suitable GPW facility

2.7.9. Fully Functional Clinic Operations:

2.7.9.1. Operate a fully functional clinic at the Visagie Building, including Saturdays, Sundays, public holidays and after hours on request (during overtime), ensuring continuous access to care for employees.

2.7.9.2. The total number of GPW staff to be serviced (Update with the current establishment) broken down as follows:

Numbers of employees	Males	Females	
782	412	370	
Breakdown per office Region	Business Unit	Total Number of employees	
		M	F
Visagie & Head office	723	373	350
Zandfontein	26	18	8

Numbers of employees	Males	Females	
782	412	370	
Breakdown per office Region	Business Unit	Total Number of employees	
		M	F
East London	10	06	04
Polokwane	13	09	04
Mmabatho	10	06	04

2.7.10. Medical and Non-Medical Consumables: Supply all necessary consumables to support clinic operations.

2.8. **Mandatory equipment for the clinic**

2.8.1. Medical Equipment: Blood pressure monitors, scales, height measures, audiometry equipment (audiometer and booth), spirometer (lung function), and vision screening tools.

2.8.2. Cold Chain: Medical-grade refrigerator for vaccines and medication.

2.8.3. Safety: Fire extinguishers, first aid kit, and secure medicine cabinet.

2.9. **Employee Assistance Programme (EAP)**

2.9.1 The Employee Assistance Program (EAP) for GPW employees aims to provide holistic support to all GPW employees, including permanent staff, fixed-term contract employees, and interns as well as their immediate family members.

2.9.2 Below is the full staff compliment for GPW to receive the EAP services:

Initial here

_____

Numbers of employees	Males	Females
782	412	370

2.9.3 The program addresses a wide range of personal, social, and work-related challenges, offering both objective advice and emotional support delivered by qualified and registered professionals. All wellness support should be confidential and accessible through multiple channels:

2.9.3.1 Toll-Free Telephone Access Line Including WhatsApp support, with services available 24/7 in all official languages across all provinces.

2.9.3.2 Mobile Support “Please call me” option for easy and immediate access.

2.9.3.3 Online Bookings: Employees should be able to make online bookings on their desktop or via Wellness Unit at no extra cost.

2.9.3.4 Face-to-Face Counselling: On-site or close to the residency or place of work for each client scheduled sessions with qualified and registered professionals for approximately an hour and up to six (6) professional counselling sessions per person (per condition/problem).

2.9.3.5 The qualified and registered professionals will conduct all counselling sessions within 24 hours of referral and the first consultation should take place within 48 hours (2 working days) of referral.

2.9.4 **TRAUMA DEBRIEFING (CRITICAL INCIDENT STRESS MANAGEMENT**)

2.9.4.1 **Individual**: debriefing following a traumatic incident

2.9.4.2 **Group:** counselling for team members to be arranged in cases where an employee suffers a traumatic incident or a fatality at the respective business units

2.9.5 **MENTAL HEALTH IN THE WORKPLACE**

2.9.5.1 The service provider should have capacity to roll out comprehensive mental health awareness and interventions across. Preventative and

Educational Services should include and not limited to:

2.9.5.2 Mental Health Awareness Campaigns.

2.9.5.3 Psycho educational Workshops (stress, burnout, anxiety, grief, etc.)

2.9.5.4 Manager Support Programmes (early identification & referrals)

2.9.5.5 Mental Health Screening & Risk Assessments

2.9.5.6 Return-to-work Support Programmes

2.9.6 **MANAGEMENT CONSULTATION**

2.9.6.1 EAP upon, written request where a form is completed, can assist managers, receive written feedback, confirm a plan of action, make recommendation, and send feedback.

2.9.7 **LIFE MANAGEMENT SERVICES**

2.9.7.1 Financial Service: This shall intend to help those employees who require assistance with the management of debt and financial concerns.

2.9.7.2 Legal Service: The legal service includes telephonic legal advice, the provision of precedents as well as referrals to appropriate legal services and bodies. The legal services exclude legal representation in the court of law;

2.9.7.3 Family Service: The family service shall support employees to cope with pressures of caring for their family members (including children with special educational needs and older or disabled relatives) by providing information and guidance on a wide range of childcare, eldercare and disability issues. This includes educational workshops at the GPW premises as required, limited to not more than 1 workshop a quarter (3 months).

2.9.8 **EMPLOYEE HEALTH AND WELLNESS AWARENESS**

2.9.8.1 Provide a monthly EHW newsletter relating to the National Health calendar.

2.9.8.2 Provide monthly pamphlets and articles in hard copy as well as electronically as per the National Health Calendar or, as per the need of GPW with GPW Employee Health and Wellness Logo.

2.9.9 **EHW TRAINING AND DEVELOPMENT**

2.9.9.1 Workshops/training/webinars should include health education and promotion to increase and develop coping skills of the users (including training of wellness champions/peer educators)

2.9.9.2 Provide facilitators/presenters for a monthly and quarterly workshop based on the trends emanating from the counselling service or as per the need of GPW.

2.9.9.3 Conduct workshops/presentations on the EAP services at the departmental Induction program or as per the need of the GPW including at inception of the project

2.9.10 **ADVERTISING AND MARKETING**

2.9.10.1 In consultation with the GPW‘s Employee Health and Wellness Program and Marketing and Communication unit, develop and implement a marketing and communications plan at inception, annually and for when the utilization rate is low.

2.9.10.2 Provide attractive imaging branded marketing material to market the EAP services (wallet card, office mouse pad with wrist rest, keyrings with GPW Employee Health and Wellness Logo).

NB: Successful Service Provider is expected to comply with three (3) quotation processes that should be submitted to GPW.

Initial here

_____

2.10. **REPORTING**

2.10.1. Provide monthly, quarterly, biannual and annual reports;

2.10.2. Reporting should be integration of all the services rendered;

2.10.3. Reports to include trends as well as recommendations.

2.11. **PROJECT MANAGEMENT**

2.11.1. Develop a project charter;

2.11.2. Develop a monitoring and evaluation system to measure effective utilization;

2.11.3. Invoices for services rendered should be submitted monthly before the 7th of every month and payment will be made within 30 days of submission of the invoice to GPW Finance office.

3. TENDER DOCUMENTATION

3.1 The document compact contains the following:

3.1.1. Annexure 1: RFT document consisting of Pricing Schedule;

3.1.2. Annexure 2: Company Profile including but not limited to a project list of a number of projects of similar work and their duration;

3.1.3. Annexure 3: Bidder's Accredited SANC /Proof of valid membership by close of tender with the HPCSA, SACSSP Certifications.

3.1.4. Annexure 4: Proposal on the approach the Bidder will adopt to implement the project;

3.1.5. Annexure 5: Details of the recommended GPW personnel complement;

3.1.6. Annexure 6: Qualifications of bidder's personnel to be allocated to GPW for the project;

3.1.7. Annexure 7: Contactable references;

3.1.8. Annexures A: JV/Consortium Agreement (if applicable)

3.1.9. Annexure B: Term Sheet

3.1.10. Annexure C: Proof of registration with the Central Supplier Database (CSD)

3.1.11. Annexure D: Briefing session attendance certificate

3.1.12. SBD documents namely Annexure SBD 1 (invitation to bid), Annexure SBD 4 (Bidder's Disclosure and Annexure SBD 6.1 (preference point claim form), General Conditions of Contract and declaration of interest SBD 4,

3.1.13. Consent form – Form IV

3.2 The 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 persons immediately for rectification. No responsibility or liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes.

4. IMPORTANT DATES AND TIMES

4.1 Key Dates and Activities

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

No	Description	Date
1	RFT Documents available for collection/download	05 November 2026
2	Briefing session	12 November 2026
3	Last date to submit written clarification questions	17 November 2026
4	Last date for GPW to respond to written questions, if any, in writing	19 November 2026
5	Tender submissions due (Closing Date)	01 December 2026

4.2 Any time or date in this RFT is subject to change, at the discretion of GPW. The establishment of a time or date in this RFT does not create an obligation on the

part of GPW to take any action or create any right in any Bidder that any action be taken on the date established or on any other date. GPW may in its sole discretion vary or extend any time or date in this RFT.

5. ADDITIONAL INFORMATION REGARDING QUERIES AND BRIEFING

5.1. Briefing Session Information

5.1.1. Attendance is limited to a maximum of 2 (two) representatives per Bidder.

5.1.2. Bidders must submit the names of their representatives to GPW's contact person as indicated in this RFT document.

5.1.3. 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.

5.1.4. 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 **17 November 2026**.

5.1.5. GPW will, at its reasonable discretion, endeavour to answer in writing before 16h00 on **19 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). The 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).

5.2. Bidders are is kindly requested to submit to GPW's contact person (as indicated per Section A par. 9.1) their relevant contact details which GPW will rely on to effect any communication as indicated per this RFT.

6. TENDER SUBMISSION

6.1. Bidders are requested to initial each page of the RFT Document and sign in full where appropriate**.**

6.2. Tenders should be submitted:

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

6.2.2. deliver returnable documents to:

TENDER BOX
The tender box is situated: **Adjacent to the main entrance,** **389 Sophie de Bruyn Street,** **PRETORIA, 0001** **Republic of South Africa**

6.3. All Returnable Documents should be returned, duly completed and signed, where required, as part of the Tender Submission.

6.4. The documentation should be completed in black ink and only hard copies of the completed RFT should be submitted. Please note that no e-mail submissions will be accepted.

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

7. JOINT VENTURES/CONSORTIUMS

7.1. If contemplating a JV or consortium, 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. 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. The JV should establish, implement and maintain adequate business continuity

strategies should there be a breakdown in the JV relationship.

7.2. Submission of the joint BBBEE certificate issued by accredited SANAS agent (service provider)

7.3. Documentation pertaining to par. 7.1 must be submitted as Annexure A, part of the Returnable Documents

8. COMMUNICATION

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

For Technical specifications

Mr. Makgale Nkwana at Makgale.Nkwana@gpw.gov.za

OR

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

AND

For SCM related queries

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

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

9. TENDER EVALUATION

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

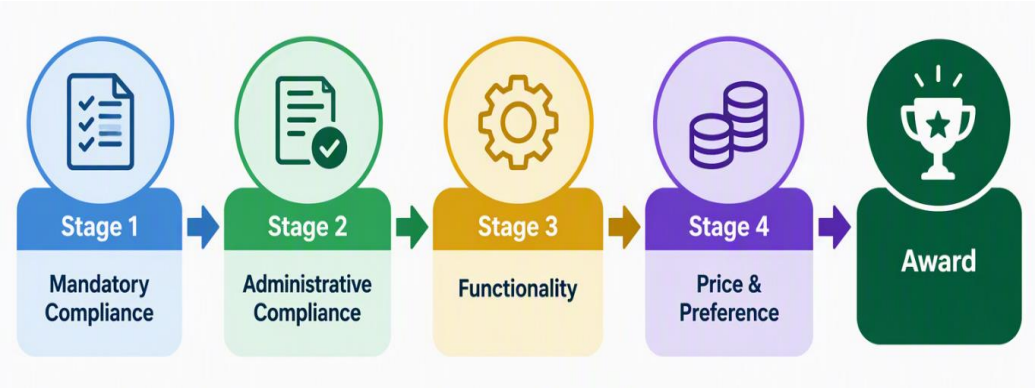


Table 10.1(a) Methodology and criteria

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

9.3. The first three stages will be the evaluation of bids on **Mandatory Compliance**, **Administrative Compliance and Technical/Functionality Evaluation**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold of **75 points** on Functionality stage will also not be considered for the next stage on **Price and Preference (specific goals)**.

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

9.4.1. **Stage 1: Mandatory Compliance**

9.4.2. **Stage 2: Administrative Compliance**

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

9.4.4. **Stage 4: Price and Preference (Specific goals)**

Bidders should note that either 80/20 or 90/10 Preference Point System will

apply for this tender evaluation Therefore, the following criteria will apply:

a) **Price = 80/90 points**

b) **Specific goals = 20/10 points**

9.4.1 Stage 1: Mandatory Compliance

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

9.4.1.1 Submission of a price offer

9.4.1.2 Signed Compulsory Briefing Certificate.

9.4.1.3 Valid dispensing certificate for the Occupational Health Nurse

9.4.1.4 Proof that the following healthcare professionals are registered with relevant statutory bodies:

9.4.1.4.1 Valid Health Professions Council of South Africa (HPCSA) registration certificate for the Occupational Medical Practitioner.

9.4.1.4.2 Valid South African Nursing Council (SANC) registration certificate for the Occupational Health Nurse.

9.4.1.4.3 Valid Health Professions Council of South Africa (HPCSA) registration certificate for the Psychologists

9.4.1.4.4 Valid South African Council for Social Service Professions (SACSSP) registration for Social Workers.

9.4.2 Stage 2: Administrative Compliance

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

9.4.2.1 SBD 1 - Invitation to bid

9.4.2.2 Duly completed and signed SBD 4 - Bidder's Disclosure form

9.4.2.3 SBD 6.1 - Preference Points Claim form

9.4.2.4 Tax compliance status pin

9.4.2.5 Proof of registration with Central Supplier Database

9.4.2.6 Company CIPC registration documents

9.4.2.7 Company profile

9.4.2.8 Consent form 1V

9.4.2.9 Resolution to sign.

9.4.2.10 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.

9.4.3 Stage 3: Functionality / Technical Evaluation

The functionality evaluation will be in stage 3. Any bidder who does not meet the minimum threshold of **75 points** at functionality stage will be eliminated and will not be considered for the next stage of evaluation which is Price and Preference.

Stage 3 – Functionality / Technical Evaluation

1.	**CRITERIA**	**Weight**
1.1	**Company Experience and Track Record:**	**40**
1.1.1	Proven experience (minimum 5 years) in delivering Employee Health and Wellness	(20)

	Service/Employee Assistance Program (EAP). Bidder must submit proof of similar work done in EAP listed as follows. i. The Appointment Letter/Purchase Order/ Works Order/ Contract must be provided. ii. Where there's one set of Appointment/ Purchase order/ Works Order/Contract to multiple Projects or to Multiple Areas of Work, this must be clearly indicated. A proof of appointment for period not older than 10 years from date of closure of tender is required from the client. iii. Panel Appointment Letters will not be accepted without being accompanied by Purchase Order/Task Orders/Work Order/ Similar. iv. 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. In addition to the above the Bidder must provide corresponding, signed and contactable reference letters for similar projects on the company's letter head. NB: Reference letters to correspond with appointments above. **Points will be allocated as follows:** I. Three (3) or more Appointment Letters/Purchase Orders/ Works Orders/ Contracts with corresponding reference letters **(20 points)** II. Two (2) Appointment Letters/Purchase Orders/ Works Orders/ Contracts with corresponding reference letters **(15 points)** III. One (1) Appointment Letters/Purchase Orders/ Works Orders/ Contracts with corresponding reference letters **(10 points)** IV. No (0) Appointment Letter/Purchase Order/ Works	

	Order/ Contracts with corresponding reference letters **(0 points)**	
1.1.2	Proven experience (minimum 5 years) in delivering Occupational Health Services. Bidder must submit proof of similar work done in Occupational Health Services listed as follows. I. The Appointment Letter/Purchase Order/ Works Order/ Contract must be provided. II. Where there's one set of Appointment/ Purchase order/ Works Order/Contract to multiple Projects or to Multiple Areas of Work, this must be clearly indicated. A proof of appointment for period not older than 10 years from date of closure of tender is required from the client. III. Panel Appointment Letters will not be accepted without being accompanied by Purchase Order/Task Orders/Work Order/ Similar. IV. In cases where a project was undertaken under a subcontracting arrangement, an appointment letter of a subcontractor or contract or	(20)

	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. In addition to the above the Bidder must provide corresponding, signed and contactable reference letters for similar projects on the company's letter head. ***NB: Reference letters to correspond with appointments above***. **Points will be allocated as follows:** I. Three (3) or more Appointment Letters/Purchase Orders/ Works Orders/ Contracts corresponding reference letters **(20 points)** II. Two (2) Appointment Letters/Purchase Orders/ Works Orders/ Contracts with corresponding reference letters **(15 points)** III. One (1) Appointment Letters/Purchase Orders/ Works Orders/ Contracts with corresponding reference **letters (10 points)**	

	IV. No (0) Appointment Letter/Purchase Order/ Works Order/ Contracts with corresponding reference letters **(0 points)** **NB**: ***Bidders must score a minimum of 10 points in each sub-category (i.e 1.1.1 and 1.1.2) above in order to qualify for overall points in this category. Failure, no points will be allocated for the entire category.***	
1.2	**Project management plan for the RFT requirements outlining the following:** The project plan must cover the scope of work addressing following five (5) key areas: I. Project Approach and Service Delivery Model II. Human Resource and Staffing Plan III. Referral and Network Management IV. Risk Management and Business Continuity V. Implementation Schedule **Points will be allocated as follows:**	**20**

	I. Submitted Project Plan that covers all the five (5) requirements – **(20 points)** II. Submitted Technical Response that covers any three to four requirements – **(15 points)** III. Submitted Technical Response that covers any one to two requirements – **(10 points)** IV. Submitted project management plan that does not cover any of the above listed requirements – **(0 points)**	
1.3	**PERSONNEL EXPERIENCE AND QUALIFICATIONS:** CV's for key personnel should be submitted with years of experience and qualifications **1. Project Manager** **a) *Experience*:** Five (5) years or more in managing any of Occupational health care or Employee Health and Wellness programs. ***b) Qualifications:*** NQF level 6 or Higher in Health Sciences/ Public Health/ Project Management	**40**

Initial here

_____

	Points to be allocated as follows: ***a) Experience:*** I. Five (5) years or more experience in managing Occupational Health care services and Employee Health and Wellness programs - **(4 points)** II. Less than five (5) years' experience years in managing any of Occupational health care or Employee Health and Wellness programs - **(0 points)** ***b) Qualifications:*** I. NQF level 6 or higher qualification - **(6 points)** II. If no NQF level 6 or higher qualification submitted - **(0 points)** 2. **Occupational Medical Practitioner (OMP**) ***a) Experience*:** I. Five (5) years or more experience in occupational health practice. ***b) Qualifications**:* I. Qualifications: NQF level 8 in medicine/Medical Doctor's	

Initial here

_____

	Qualification (Bachelor of Medicine and Surgery). **Points to be allocated as follows:** ***a) Experience:*** I. five (5) years or more experience in occupational health practice and OHS expertise- **(4 points)** II. Less than five (5) years' experience in occupational health practice and OHS expertise **(0 points)** ***b) Qualifications*** I. NQF level 8 Qualification- **(6 points)** II. If no NQF level 8 Qualification submitted- **(0 points)** **3. Occupational Health Nurse** ***a) Experience*:** I. Minimum five (5) years or more in occupational healthcare setting. ***b)* Qualifications:** I. Minimum of NQF level 7/ Degree in Occupational Health Nursing **Points to be allocated as follows:** **a) Experience:**	

	I. Five (5) years or more experience in occupational healthcare setting - **(4 points)** **II.** Less than five (5) years' experience in occupational healthcare setting - **(0 points)** ***b) Qualifications:*** I. NQF level 7/ Degree Occupational Health Nursing- **(6 points)** II. If no NQF 7 Qualification submitted **(0 points)** **4. Clinical Psychologist** ***a) Experience*:** I. Five (5) years in Clinical Psychology ***b) Qualifications:*** I. Minimum of NQF level 9: Master's degree in clinical psychology. **Points to be allocated as follows:** ***a) Experience:*** I. Five (5) years or more experience in Clinical Psychology – **(4 points)**	

	II. Less than five (5) years' experience in Clinical Psychology **(0 points)** ***b) Qualifications*** I. NQF level 9 in Clinical Psychology -**(6 points)** II. If no NQF 9 Qualification submitted – **(0 points)**	
	TOTAL POINTS	**100**
	MINIMUM THRESHOLD	**75**

Note to Bidder

I. Submit certified copies of qualifications and /or certifications. No qualifications and /or certifications will score points if not certified. Copies of qualifications and certifications should be originally certified. The Department will not accept any copy of a certified copy; all certified copies should have the original stamp of certification**.**

II. Each CV must clearly label the role that will be played in the project.

9.4.4 **Stage 4: Price and Preference Points System** In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points should be awarded for specific goals stated in the tender.

9.4.4.1 GPW will apply the 80/20 or 90/10 preference point system,

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

Initial here

_____

Note to Bidders: The Bidder should indicate how they claim points for each preference point system.

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

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

Evaluation Criteria	Final Weighted Score
Price	80/90
Specific Goals	20/10
TOTAL SCORE	100

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

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

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

Bidders who claim points for ownership by persons with disability should provide proof thereof in the form of a letter from the relevant authority. If the proof thereof is not provided, the bidder/s shall receive a zero score for ownership by persons with disability. Over and above this, a CSD report will be utilized to determine the ownership status as claimed by the bidder.

10. CONDITIONS OF TENDER

10.1. GPW reserves the right to:

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

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

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

10.1.4. Not extend the closing date

10.1.5. Reject any Tender that:

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

10.1.5.2. Is submitted not as set out in clause 7;

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

Initial here

_____

10.1.5.4. Is not completed in full.

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

10.3. GPW reserves the right to seek clarity or confirmation on the information submitted. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids. GPW will only forward questions to bidders for clarification, needed to evaluate their bids but will not ask or permit bidders to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses will be made in writing. Bidder's delivery of a Tender Submission constitutes acceptance by Bidder of the Conditions of Tender.

10.4. 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.

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

10.6. Validity Period

10.6.1. 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.

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

Initial here

_____

10.7. 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 merit 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.

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

10.9. Collusive Conduct; Improper Assistance; No Inducements.

10.9.1. As declared in the relevant Returnable Document, neither the 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.

10.9.2. 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.

10.9.3. 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.

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

any conduct described in clauses 10.9.1 to 11.10.3

10.10. Proprietary Rights in RFT and Tender Submissions

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

10.11. 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.

10.12. Decisions on Tenders

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

10.12.2. Where a contract has been awarded on the strength of information furnished by the 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:

10.12.3. 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

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

10.12.5. Impose on the Bidder, a penalty not exceeding five per cent of the value of the contract.

10.13. Notification;

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

Initial here

_____

10.14. Restriction from Tendering or Contracting

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

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

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

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

10.15. Representation;

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

10.15.2. By signing this RFT Document, the 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 _____ this _____ day of _____ 2026

For and on Behalf of _____

Name: _____

Position: _____

Who hereby warrants his authority.

Initial here

_____

--- End of RFT Section A ---

Initial here

_____

Annexure 1

Tender number: GPW-2026/27-06

PRICING SCHEDULE

Pricing schedule for services								
Item Description	**Unit of Measure**	**Rate (Amount in Rands)**	**Quantity/Frequency (where applicable)**	**Total per annum (Year 1)**	**Total per annum (Year 2)**	**Total per annum (Year 3)**	**Total per annum (Year 4)**	**Total per annum (Year 5)**
Occupational Health Care (OHC) and Primary Health Care (PHC) services								
OHC and PHC services - Occupational Medical Practitioner (OMP) 3 hrs/day twice per month at Visagie Building	Per Hour	R	3 hrs per day (twice a month)	R	R	R	R	R
OHC and PHC services: Occupational Health Nurse Practitioner (OHNP) – 8 hrs/day during weekdays at Visagie building and any other GPW facilities	Per Hour	R	8 hrs per/day	R	R	R	R	R
OHC and PHC services: Occupational Health Nurse Practitioner (OHNP) for after hours at Visagie building and any other GPW facilities	Per Hour	R	34 hrs per month	R	R	R	R	R
Non-medical consumables	Yearly	R	782 employees	R	R	R	R	R
Medical consumables	Yearly	R	782 employees	R	R	R	R	R

Initial here

_____

Pricing schedule for services								
Item Description	**Unit of Measure**	**Rate (Amount in Rands)**	**Quantity/Frequency (where applicable)**	**Total per annum (Year 1)**	**Total per annum (Year 2)**	**Total per annum (Year 3)**	**Total per annum (Year 4)**	**Total per annum (Year 5)**
Provision of Medical Surveillance & Employee Health Screening services								
1. Occupational Medical Surveillance								
Pre-employment / Baseline Medical Examination	Per person	R	100 per annum (an estimate)	R	R	R	R	R
Periodic Medical Examination	Per person	R	782	R	R	R	R	R
Exit Medical Examination	Person	R	50 per annum (an estimate)	R	R	R	R	R
Audiometry	Per person	R	782	R	R	R	R	R
Spirometry	Per person	R	782	R	R	R	R	R
Other occupationally indicated examinations/tests	Per person	R	782	R	R	R	R	R
Mobile Occupational Health Clinic	Annually	R	5 services per annum (one per region)	R	R	R	R	R
Medical Surveillance Reports	Per report	R	5 report per annum (one per region)	R	R	R	R	R
2. Employee Health Screening								
Body Mass Index	per person	R	200 (estimated number)	R	R	R	R	R
Blood Pressure and Pulse Reading	per person	R	200 (estimated number)	R	R	R	R	R
VCT-HIV	per person	R	200 (estimated number)	R	R	R	R	R
Full Lipid Screening	per person	R	200 (estimated number)	R	R	R	R	R

Initial here

_____

Pricing schedule for services								
Item Description	**Unit of Measure**	**Rate (Amount in Rands)**	**Quantity/Frequency (where applicable)**	**Total per annum (Year 1)**	**Total per annum (Year 2)**	**Total per annum (Year 3)**	**Total per annum (Year 4)**	**Total per annum (Year 5)**
Tuberculosis (TB)	per person	R	200 (estimated number)	R	R	R	R	R
Breast cancer screening	per person	R	370 employees	R	R	R	R	R
Prostate cancer screening	Per person	R	412 employees	R	R	R	R	R
Any other preventative health screening	Per person	R	200 (estimated number)	R	R	R	R	R
3. Occupational hygiene survey		**Per site**						
Pretoria Head Office	Annual	R	1 report	R	R	R	R	R
Visagie Factory	Annual		1 Report	R	R	R	R	R
East London Regional Warehouse	Annual	R	1 report	R	R	R	R	R
Polokwane Regional Warehouse	Annual	R	1 report	R	R	R	R	R
Mmabatho Regional Warehouse	Annual	R	1 report	R	R	R	R	R
Zandfontein Warehouse	Annual	R	1 report	R	R	R	R	R
4. Employee Assistant Program	**Unit of Measure**	**Rate per confirmed consulted**	**Quantity (where applicable)**	**Total per annum (Year 1)**	**Total per annum (Year 2)**	**Total per annum (Year 3)**	**Total per annum (Year 4)**	**Total per annum (Year 5)**
Online wellness booking platform	Per confirmed booking	R	100 confirmed booking per month (estimate)		R	R	R	R

Initial here

_____

Pricing schedule for services								
Item Description	**Unit of Measure**	**Rate (Amount in Rands)**	**Quantity/Frequency (where applicable)**	**Total per annum (Year 1)**	**Total per annum (Year 2)**	**Total per annum (Year 3)**	**Total per annum (Year 4)**	**Total per annum (Year 5)**
Telephonic / WhatsApp Counselling	Daily	R	100 confirmed booking per month (estimate)	Fee for service	R	R	R	R
Face to Face Counselling	Daily	R	100 confirmed booking per month (estimate)	Fee for service	R	R	R	R
Trauma Debriefing	As it occurs	R	100 confirmed booking per month (estimate)	Fee for service	R	R	R	R
Mental Health	On request	R	100 confirmed booking per month (estimate)	Fee for service	R	R	R	R
Management Consultation (Managerial referral)	Daily	R	100 confirmed booking per month (estimate)	Fee for service	R	R	R	R
Life Management Services	On request	R	100 confirmed booking per month (estimate)	R	R	R	R	R
Financial Guidance	On request	R	100 confirmed booking per month (estimate)	R	R	R	R	R
Legal expertise	On request	R	100 confirmed booking per month (estimate)	R	R	R	R	R
Family Guidance	On request	R	100 confirmed booking per month (estimate)	R	R	R	R	R
5. Employee Health and Wellness services								
Health Awareness/promotion programs	On request	R	Monthly	R	R	R	R	R
Employee Health and Wellness Training and Development	On request	R	Monthly	R	R	R	R	R
Awareness, Marketing and webinars (5% of annual tender price) *	On request	R	Monthly	R	R	R	R	R
6. Reporting								

Initial here

_____

Pricing schedule for services								
Item Description	**Unit of Measure**	**Rate (Amount in Rands)**	**Quantity/Frequency (where applicable)**	**Total per annum (Year 1)**	**Total per annum (Year 2)**	**Total per annum (Year 3)**	**Total per annum (Year 4)**	**Total per annum (Year 5)**
Reporting/Project Management (clinic utilisation, EAP & EHW utilisation	Monthly,	R	Monthly	R	R	R	R	R
7. Other Expenses								
Disbursements	Monthly	R	5% of the total tender amount	R	R	R	R	R
Management Fee	Monthly	R	Monthly	R	R	R	R	R
Total Amount (excl. vat)				R	R	R	R	R
15% vat				R	R	R	R	R
Total Amount (incl. vat)				R	R	R	R	R
Total project costs for five years (incl. vat)				R				

NB:

- ***The bidder must clearly indicate which tests and examinations are included in the unit rate for medical surveillance, and which services are separately chargeable. The bidder shall not charge separately for any test or examination already included in the medical surveillance rate.***
- ***All Clinic & EAP reporting shall be provided in an aggregated and anonymised format and shall not contain information that could identify individual employees or disclose confidential counselling or clinical information, except where disclosure is legally required or authorised.***

--End of Annexure 1—

Initial here

_____

Annexure 2

BIDDER'S COMPANY PROFILE

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

-- End of Annexure 2--

Annexure 3

BIDDER'S CERTIFICATIONS TO SANC, HPCSA AND SACSSP ACCREDITATION OR EQUIVALENT BODY –

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

---End of Annexure 3---

Initial here

_____

Annexure 4

PROPOSAL ON THE PROJECT'S DEVELOPMENT AND IMPLENTATION APPROACH–

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

---End of Annexure 4---

Annexure 5

RECOMMENDED GPW EMPLOYEE COMPLEMENT : GPW-2026/27-

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

---End of Annexure 5---

Annexure 6

QUALIFICATIONS OF THE BIDDER'S PERSONNEL : GPW-2026/27-06

Please provide curriculum vitae including valid certifications for Dispensing, SANC, HPCSA and SACSSP for the Bidder's team that will be allocated to the GPW for the duration of the project

---End of Annexure 6---

Annexure 7

CONTACTABLE REFERENCES – GPW-2026/27-06

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

---End of Annexure 7---

Annexure A

JOINT VENTURES/CONSORTIUMS : GPW-2026/27-06

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

--End of Annexure A ---

Annexure B

TERM SHEET: GPW-2026/27-06

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

No.	Term	Details
1.	Parties	• Government Printing Works ("**GPW**"); and • Successful Bidder ("**Bidder"**) (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 Bidder agrees to the terms contained herein and undertakes to enter into the Definitive Agreement substantially on the terms contained herein.
4.	RFT	All the provisions of the RFT, in particular the mandatory requirements and the Conditions of Tender, will be incorporated in the Definitive Agreement.
5.	Appointment	GPW to appoint the Bidder to supply it with the Solution.
6.	Price	The contract price will be as set out in the Bidder's Tender Submission. Prices to be all-inclusive (i.e. inclusive of any taxes, packaging, insurance, transportation, etc.)
7.	Payment	Payment terms will be stipulated in the definitive agreement. Payment will be made in Rand or any other base currency, depending on what is agreed in the Definitive Agreement.
8.	Confidentiality	The provisions of this Term Sheet and those of the Definitive Agreement shall be kept strictly confidential, except when disclosure is required under any law or to give effect to the provisions of the Definitive Agreement.
9.	Infringement of Intellectual Property	The Solution should accord with the specifications, designs and instructions set out in the RFT. GPW shall not be liable for any infringement of any patent, trademark, copyright or manufacturing design and Bidder 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 Bidder shall not be relieved of liability to GPW in the event that the Bidder 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 Bidder to contest any action brought against GPW

No.	Term	Details
		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 Bidder.
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 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 Bidder 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 Bidder to comply with the relevant laws and obligations.
14.	Taxes	GPW shall be responsible for all South African taxes. The Bidder shall be responsible for all foreign taxes.
15.	Subcontracting	Bidder may not subcontract any of its obligations under the Definitive Agreement except within its group of companies. The Bidder shall at all times be responsible to GPW for any subcontracted work.
16.	Consequential Loss	Neither Party shall be liable to the other under the Definitive Agreement or any applicable law, for any kind of indirect or consequential loss or damage (including loss of use, loss of profit, loss of any contract, loss of production or business interruption, loss of revenue) arising out of or in connection with the Definitive Agreement, except in relation to wilful misconduct or gross negligence.

_____

Signed for and on behalf of the Bidder

Date: _____

Place:_____

-- End of Annexure B --

Initial here

_____

Annexure C

CENTRAL SUPPLIER DATABASE DOCUMENTATION : GPW-2026/27-06

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

--End of Annexure C ---

Annexure D

BRIEFING SESSION ATTENDANCE CERTIFICATE : GPW-2026/27-06

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

--End of Annexure D ---

Annexure SBD 1

PART A

INVITATION TO BID

BID NUMBER:	GPW-2026/27-06	CLOSING DATE:	01 DECEMBER 2026	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTEGRATED EMPLOYEE HEALTH AND WELLNESS PROGRAMME (EHWP), INCLUDING OCCUPATIONAL HEALTH CLINIC, EMPLOYEE ASSISTANCE, MEDICAL SURVEILLANCE, HEALTH SCREENING AND OCCUPATIONAL HYGIENE SERVICES, TO GOVERNMENT PRINTING WORKS FOR A PERIOD OF FIVE (5) YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Tender Box adjacent to the main entrance at: 389 Sophie de Bruyn, Pretoria, 0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Noko Kekana**	CONTACT PERSON	**Makgale Nkwana** **Nomthandazo Shandu**
TELEPHONE NUMBER	**(012)764 3961**	TELEPHONE NUMBER	**(012)748 6014**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	Noko.Kekana@gpw.gov.za	E-MAIL ADDRESS	Makgale.Nkwana@gpw.gov.za Nomthandazo.Shandu@gpw.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS SHOULD BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS SHOULD 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 SHOULD 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 SHOULD BE SUBMITTED
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER SHOULD 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 should be submitted e.g. company resolution)

DATE: ……..

----End of document SBD 1 ---

Annexure SDB 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 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	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**

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

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.

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.

…….
SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: ……..
DATE: ……
ADDRESS: ……
……
……
……

--End of Annexure SBD 6.1

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-2026/27-06

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

TO (SUPPLIER OR SERVICE PROVIDER NAME):

_____
_____

FROM: GOVERNMENT PRINTING WORKS
Contact number(s): 012 748 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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

Initial here OBO Bidder

_____

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

Initial here OBO Bidder

_____

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language

Initial here OBO Bidder

_____

30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6. “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. “Day” means calendar day.

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

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

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

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21. "Purchaser" means the organization purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillaries 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.

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.

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the

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

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

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

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

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

22. Penalties

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 should, 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 should 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.

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 should be in possession of a valid tax status PIN, submitted by the bidder.

Initial here OBO 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)

--End of document---