government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	GOVERNMENT PRINTING WORKS				
TENDER DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY OF VARIOUS PAPER GRADES AND PACKAGING MATERIAL (BOXES) FOR A PERIOD OF 3 YEARS WITH POSSIBLE ANNUAL EXTENSION OF 2 YEARS.				
TENDER NUMBER	GPW-2026/27-07				
BRIEFING SESSION	Yes [X]	No [ ]	SESSION COMPULSORY	Yes [X]	No [ ]
BRIEFING	VENUE	389 SOPHIE DE BRUYN STREET, HQ 2ND FLOOR		TIME	10H00
	DATE	**23 November 2026**			

CLOSING DATE	**14 December 2026**
CLOSING TIME	**11H00**
VALIDITY PERIOD	**120 Days**

Notes:

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

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

government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED TENDERERS 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: Tenderers 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:

government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

BIDDERS MUST CHOOSE RESPECTIVE CATEGORIES THEY ARE BIDING FOR. INDICATE BY MARKING X UNDER "YES" OR "NO" FOR THE RELEVANT CATEGORY

CATEGORY	DESCRIPTION OF CATEGORIES	YES	NO
Category A	Bond white paper reels		
Category B	Bond white paper sheets / a3 and a4 paper xerographic bond photocopy paper white 5 reams per cartoon		
Category C	Speciality sheets paper		
Category D	Speciality reels paper		
Category E	Kraft paper		
Category F	Packaging material corrugated boxes		

IT IS A CONDITION OF TENDERING THAT –

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

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

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

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

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

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

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

THE GOVERNMENT PRINTING WORKS

REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY OF VARIOUS PAPER GRADES AND PACKAGING MATERIAL (BOXES) FOR A PERIOD OF 3 YEARS, WITH A POSSIBLE ANNUAL EXTENSION OF 2 YEARS.

Tender number: GPW-2026/27-07

CLOSING DATE: 14 DECEMBER 2026

NOTE TO TENDERERS:

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

TABLE OF CONTENTS

1. Interpretation 3
2. Introduction and GPW Requirements 6
3. Tender Documentation 6
4. Extent of services 7
5. Special Product Requirements 8
6. Responsibility of a successful tenderer: 11
7. Important Dates and Times 12
8. Additional information regarding the tender 13
9. Tender Submission 14
10. Joint Ventures/Consortiums 14
11. Communication 15
12. Tender Evaluation 15
13. Special Conditions 29
Annexure 2 47
Annexure 3 48
Annexure 4 49
Annexure 5 50
Annexure 6 51
Annexure C 56
Annexure SBD 1 57
Annexure SBD 4 59
Annexure SBD 5 62
Annexure SBD 6.1 64
Annexure FORM IV 72
Annexure :GCC 74

SECTION A

1. Interpretation

Reference to any gender implies also the other genders;

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

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

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

1.1.3. "Closing Date" shall mean 14 December 2026 not later than 11h00;

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

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

1.1.6. **"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;

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

1.1.8. "**Highest Score**" shall mean the highest score obtained in stage 3 (three) of the selection process.

1.1.9. **"ISO 9001"** Quality Management System certificate issued by a

SANAS accredited service provider

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

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

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

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

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

1.1.15. **“RFT” or “RFT Document(s)”** shall mean this request for tender and the Returnable Documents;

1.1.16. **“Returnable Documents”** shall mean the following documents:

Duly signed and completed Section A & Section B (price schedule) of this RFT.

Annexure 1: Technical Specifications.

Annexure 2: Company Profile including but not limited to:

Annexure 3: Contactable references corresponding to the supply of similar paper grades listed in Annexure 1 (Technical Specifications).

Annexure 4: Letter of agreement to supply from the paper manufacturer (in the case where a tenderer is an agent/merchant);

Annexure 5: Proof of ownership or rental of fleet (motor vehicle license certificate/rental/lease agreement

Annexure 6: Proof of ownership or lease agreement of a warehouse (in the case where a tenderer is an agent/merchant

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

Annexure B: Term Sheet.

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

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

Duly completed and signed Annexure SBD 4 – Tenderer's Disclosure.

Duly completed and signed Annexure SBD 5 – The National Industrial Participation Programme

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

Duly completed and signed Consent Form – Form IV.

Authority to sign

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

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

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

2. Introduction and GPW Requirements

2.1. GPW is mandated to produce printed matter and related services on behalf of the Government of South Africa. This includes amongst others: Books; Forms; Brochures; Examination scripts; Educational Curriculum Books; Government printed stationery items and high security documents.

2.2. The GPW would like to Identify and appoint a panel of service providers to supply various printing paper grades and packaging material (boxes), for a period of 3 years with a possible annual extension of 2 years.

3. Tender Documentation

3.1. The document compact contains the following:

3.1.1. This RFT document consists of Sections A & B respectively;

3.1.2. Annexure 1: Technical specifications;

3.1.3. Annexure 2: Company Profile including but not limited to:

3.1.4. The supply of various paper grades and packaging material (boxes) similar to those specified in this RFT.

3.1.5. Sourcing and logistics planning methodologies.

3.1.6. Annexure 3: Contactable references corresponding to the supply of similar paper grades and boxes listed in Annexure 1 (technical specifications).

3.1.7. Annexure 4: Letter of agreement to supply from the paper manufacturer (in the case where a tenderer is an agent/merchant);

3.1.8. Annexure 5: Proof of ownership or rental of fleet (motor vehicle license certificate or rental/lease agreement:

3.1.9. Annexure 6: Proof of ownership or lease agreement of a warehouse (in the case where a tenderer is an agent/merchant

3.1.10. Annexures A to C; and 1 to 6

3.1.11. SBD documents namely Annexure SBD 1 (invitation to bid); Annexure SBD 4 (declaration of interest), Annexure 5 (NIPP) and

Annexure SBD 6.1 (preference point claim form) and Form 4 Consent Form.

3.1.12. Consent form – Form IV.

3.1.13. Authority to sign

3.2. The Tenderer shall check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description, or this document contains any obvious errors, the Tenderer shall notify the contact persons immediately for rectification. No responsibility or liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes.

4. Extent of services

4.1. In terms of this Tender, the Successful Tenderer/s will be responsible for the following: Supply and delivery of various printing paper grades and packaging material (boxes) in response to orders issued from time to time by GPW;

4.1.1. Preparation and packaging of ordered paper in the required finished format; and

4.1.2. Delivery of paper and board consignment to the various GPW premises.

4.1.3. Provide the service in accordance with the highest professional standards;

4.1.4. Ensure that it has suitable staff and sufficient resources at all times in order to properly deliver the required goods to GPW;

4.1.5. At all times act in an ethical manner and refrain from any corrupt business practices;

4.1.6. Deliver the required goods from 08H00 until 15H00 weekdays except where specifically instructed otherwise as well as on an emergency basis,

4.1.7. Ensure that it has sufficient contingency plans in place and agree that it shall at all times be responsible to GPW for the fulfilment of its obligations under this tender. To that effect, the Tenderer warrants to GPW that the execution of this tender shall not be adversely affected by any labor issues of whatsoever nature that may arise between the Tenderer and its employees, including any strike action or go slow whether protected or unprotected;

4.1.8. Ensure that tenderer together with its personnel observe and adhere to the Institution's security policies and procedures, especially those policies that relate to access to GPW's premises.

4.1.9. Provision of pallet services applicable for Category F service providers

5. Special Product Requirements

5.1. Color

5.1.1. Upon acceptance of a tender the Government Printing Works and successful Tenderer shall agree on the actual color required for each item.

5.2. Right to purchase outside the contract

5.2.1. The Government Printing Works reserves the right to purchase from any source outside of this contract, at any time, any quantity of any of the items or sub-items if contracted Tenderer/s cannot meet delivery deadline.

5.3. Packaging of reels

5.3.1. All reels shall be tightly and evenly wound on paperboard cores and reels shall have a diameter of 1200mm. The cores (76mm) shall be strong enough to prevent collapse under the reel tension and handling. Unless otherwise specified the internal diameter of all cores shall be 76mm and cores shall be plugged with removable wooden plugs at

both ends. All joints shall be properly, securely and neatly made to prevent breakage and ensure free movement of the paper when passing through the machines and shall be clearly marked. All reels shall be dust free with clean cut edges and delivered in good condition for printing. Reels which are bad, or are telescoped, or which contain more than one join will be rejected by Government Printing Works and contracted Tenderer will replace at their cost. There shall be at most ten joined reels in every hundred reels delivered by every item.

5.3.2. Chargeable mass for reels shall include the mass of cored, core plugs and wrapping materials.

5.4. Wrapping of reels and other paper material (A4 and A3)

5.4.1. Each reel shall be wrapped completely and separately in suitable wrapping material to ensure there is no damage during transportation (handling in and handling out).

5.4.2. Kraft Brown – specialty board grade engineered for the filing and archiving of documents. Grade to provide consistent print quality and appearance by providing a controlled topside and underside shade and surface enhanced with sizing.

5.4.3. Every Pallet of A4 and A3 Photocopy paper shall be wrapped with a hot melt shrink-wrapping (HDPE)

Sheeted paper and various boards

5.4.4. All paper and boards items delivered in sheeted form shall be completely wrapped and securely strapped to pallets with pallets or bale boards protecting the top of each stack.

5.4.5. All A4 paper shall be packed 80 x boxes per pallet. Boxes must be branded in GPW Logo. Any other branding information shall be communicated

5.4.6. All A3 paper shall be packed in 40 x boxes per pallet Boxes must be branded in GPW Logo.

5.5. Marking

5.5.1. The following information shall appear in legible and indelible markings on both sides and on top of each reel:

a. Type of paper;

b. Brand name;

c. Dimensions;

d. Grammage;

e. Net mass and number of sheets/boards;

f. Traceability to the marking and jumbo reels;

g. GPW item number and GPW order number;

h. Grain direction in the case of sheets;

i. Name of Supplier.

5.5.2. The following information shall appear in legible and indelible marks on each ream:

a. Type of paper or board;

b. Brand name;

c. Dimensions of sheets;

d. Grammage ;

e. Grain direction ;

f. Number of sheets per ream;

g. GPW item number;

h. GPW order number;

i. Name of Supplier.

5.6. Specifications and tolerances

5.6.1. Any variation in respect of measured grammage, thickness and moisture shall not exceed ± 5% of the specified (nominal) grammage, thickness and moisture. Where grammage, thickness and moisture are specified and unless otherwise indicated, the tolerance for paper is ± 5% and ± 7.5% for board.

5.7. Overs and under (Variations)

5.7.1. Over or under delivery can apply and not exceeding 15 % of the value of the order.

5.8. Ordering and Delivery

5.8.1. Orders shall be placed on Tenderer as and when necessary, and paper and board must normally be delivered within such period as agreed to between the Tenderer and Government Printing Works. However white Bond paper (12/45462, 12/45563, 12/45866, 12/50714 and 12/517) and Kraft brown (12/2638) are items of critical importance to the operation of the Government Printing Works. Unforeseen situations do arise, which require deliveries of paper to be made at very short notice. Tenderer must provide comprehensive information on this aspect of their offers.

6. Responsibility of a successful tenderer:

6.1. Supply of various printing paper grades, as listed in Annexure 1 (technical specifications).

6.2. GPW Delivery Points-

6.2.1. Each category will have its own delivery point

6.2.2. Category A 149 Bosman Street and No 88 Visagie Street, Pretoria CBD

6.2.3. Category B 149 Bosman Street, 88 Visagie Street Pretoria, 98 Richards Bay Avenue Pretoria West, Mafikeng Industrial, Mafikeng, 8175 Moletji Street Seshego F,31 Phillip Frame Road, Gate 5 Waverly Park, East London

6.2.4. Category C 149 Bosman Street and No 88 Visagie Street, Pretoria

6.2.5. Category D 149 Bosman Street and No 88 Visagie Street, Pretoria

6.2.6. Category E 149 Bosman Street and No 88 Visagie Street, Pretoria

6.2.7. Category F 149 Bosman Street and No 88 Visagie Street, Pretoria

6.2.8. Non-conformance to the above conditions will lead to corrective and punitive measures being applied. The measures will be defined in the SLA

7. Important Dates and Times

7.1. Key Dates and Activities

7.2. 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	16 NOVEMBER 2026
2	Compulsory Briefing Session	23 NOVEMBER 2026
3	Last date to submit written clarification questions	26 NOVEMBER 2026
4	Last date for GPW to respond to written questions, if any, in writing	1 DECEMBER 2026
5	Tender submissions due (Closing Date)	14 DECEMBER 2026

7.3. Any time or date in this RFT is subject to change, at the discretion of GPW. The establishment of a time or date in this RFT does not create an obligation on the part of GPW to take any action or create any right

in any Tenderer that any action be taken on the date established or on any other date. GPW may in its sole discretion vary or extend any time or date in this RFT.

8. Additional information regarding the tender

Briefing Session Information:

a) Attendance is limited to a maximum of 2 (two) representatives per Bidder;
b) Tenderers must submit the names of their representatives to GPW's contact person as indicated in this RFT document;
c) A completed and signed attendance certificate will be issued to each Tenderers present at the briefing session.
d) If a tenderer requires a reissued briefing certificate, a verification will be made against a signed attendance register and an affidavit will also be required as to the reason for its reissue. If there is no proof of attendance via the register, no attendance certificate will be issued Tenderers may also submit written questions via e-mail to the contact person as indicated as per this RFT document, until 16h00 on **26 November 2026**; and
e) GPW will, at its reasonable discretion, endeavor to answer in writing before 16h00 on **01 December 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 tenderers (s).
f) GPW will share the corresponding answers to the received questions with all tenderers who attended the briefing session (without disclosing the identity of the tenderer who asked the question).
g) Tenderers are requested to submit to GPW's contact person (as indicated per Section A par. 10.1) their relevant contact details which GPW will rely on to effect any communication as indicated per this

RFT.

9. Tender Submission

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

Tenders must be submitted:

9.1.1. In hard copy no later than the Closing Date; and

9.1.2. Deliver Returnable Documents to:

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

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

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

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

10. Joint Ventures/Consortiums

10.1. 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.

10.2. Documentation pertaining to par. 10.1 must be submitted as Annexure A, part of the Returnable Documents

11. Communication

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

For Technical specifications

Ms Lindiwe Bhanda at lindiwe.bhanda@gpw.gov.za

Mr Victor Manganye at victor.manganye@gpw.gov.za

AND

For SCM related queries

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

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

12. Tender Evaluation

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

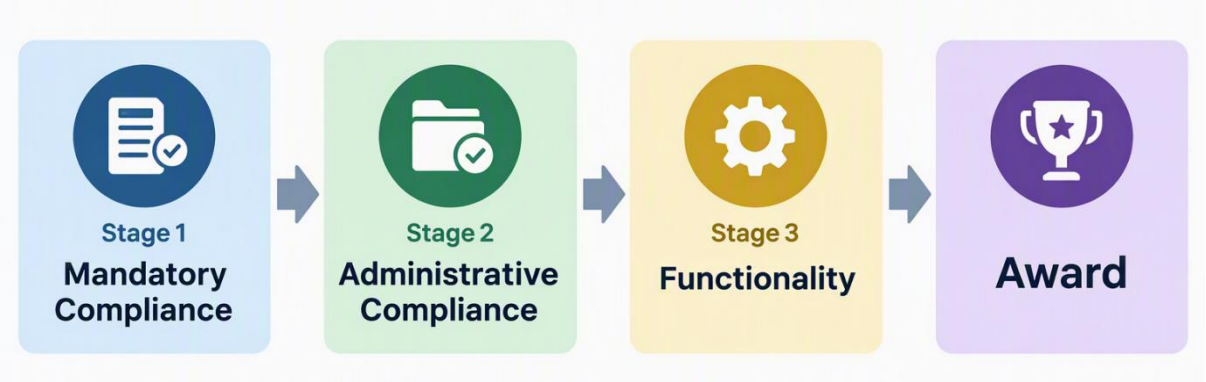


Table 10(a) Methodology and criteria

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

12.2.1. Tenderers will not be evaluated on price and preference points.

12.3. Three stages will be the evaluation of bids on **Mandatory Compliance, Administrative Compliance and Technical/Functionality**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on the next stage(s). Furthermore any tenderer who does not meet the minimum threshold of 70 points on respective categories will not be considered for appointment into the panel.

12.4. Tenderers will be appointed on the basis of meeting required minimum score on each criteria for respective categories under functionality. GPW intends to appoint top ten (10) tenderers on functionality per category however reserves the right to appoint any number.

12.5. Top ten (10) tenderers who scored the highest number of points on functionality will be considered for appointment into the panel

The following stages for evaluation will apply:

Bids will be evaluated in three stages as listed below:

a) Stage 1: Mandatory Compliance

b) Stage 2: Administrative Compliance

c) Stage 3: Functionality Evaluation

12.6. Stage1:**Mandatory Compliance**

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

12.6.2. Compulsory Briefing certificate.

12.6.3. Submission of a valid ISO 9001 certificate in the name of the manufacturer. Where a tenderer is a reseller/ merchant, an ISO 9001 certificate for the manufacturer is required **(This does not apply for category F - Corrugated Boxes)**

12.6.4. Stage 2: Administrative Compliance

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

b) SBD 1 - Invitation to bid

c) SBD 4 - Tenderer's Disclosure form

d) SBD 5: The National Industrial Participation Programme

e) SBD 6.1 - Preference Points Claim form

f) Tax compliance status pin

g) Proof of registration with Central Supplier Database

h) Company CIPC registration documents

i) Company profile

j) Authority to sign

k) 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 tenderer to consider completing an alternative pricing schedule, ensure that the one supplied with the tender document is also completed.

Stage 3: Functionality / Technical Evaluation

Any tenderer who does not meet the minimum threshold of **70 points** in any of the categories below on the Functionality evaluation, will not be considered for the award.

The tender document has 6 categories to be considered for evaluation under Functionality.

Stage 3A – Technical/Functionality Evaluation for the following categories:

This stage applies to the below categories only.

a) **Category A**; Bond White Paper Reels;
b) **Category B**: Bond White Paper Sheets / A3 And A4 Paper Xerographic Bond Photocopy Paper;
c) **Category E**: Kraft Paper.

#	Requirements	CRITERIA	Total Points
1.1	**Experience** The tenderer should have experience to similar services of supplying of I) Bond white paper reels **AND / OR** II) Bond white paper sheets / A3 and A4 paper xerographic bond photocopy paper **AND / OR** III) Kraft paper.	a) Three or more appointment Letter / Purchase Order / Contract (**25 points)** b) Two Appointment Letters / Purchase Order / Contract (**15 points)** c) One Appointment Letter / Purchase Order / Contract **(10 points)**	**25**

#	Requirements	CRITERIA	Total Points
	This experience is applicable to either private or public sector. This depends on the relevant category the tenderer will be bidding for. Submission of appointment letters / purchase orders / contract is a requirement NB. Appointment letters / Purchase order / contracts must have clear description of the services that have been rendered and on a letterhead.	d) No Appointment Letter/ Purchase Order/ Contract **(0 points)**	
1.2	**Reference Letters** Provide a list of the clients where the supplying of the following paper was delivered: - Minimum of 100 tones per annum of Bond white paper reels **AND /OR** - Minimum of 100 tones per annum of Bond white paper sheets **AND /OR** - Minimum of 100 000 boxes per annum of A3 and A4 paper xerographic bond photocopy paper **AND /OR**	a) List of 3 or more of clients with corresponding contactable reference letters **(25 points)** b) List of 2 clients with corresponding contactable reference letters **(15 points)** c) One client with corresponding contactable reference letters **(10 points)** d) Zero client with corresponding contactable reference letter **(0 points)** **NB. Points will not be allocated**	**25**

#	Requirements	CRITERIA	Total Points
	- Minimum of 50 tons per annum of Kraft paper. The above should have been supplied to either private or public sector. This depends on the relevant category the tenderer will be bidding for. Attach reference letters with letterhead of the company and signed-for by the company representative(s). The reference letters / MUST correspond to the appointment letters / purchase orders / contracts per above. The reference letter must show the minimum capacity supplied. Points will not be allocated if minimum capacity is not specified. 12.6.5.	**if reference letters are not accompanied by list of clients and do not correspond to appointment letters.**	
1.3	**History of ISO 9001 Compliance** **1.3.1 Where a bidder is a manufacturer -** Submission of a previous ISO 9001	**a)** Submission of three or more previous ISO 9001 Certificates (**15 points)**	**15**

#	Requirements	CRITERIA	Total Points
	Certificate in the name of the manufacturer. **1.3.2 Where a tenderer is a merchant -** Submission of a written confirmation for the supply of paper by the manufacturer to the merchant. This should include the manufacturer's previous ISO 9001 certificates Tenderers to submit previous ISO 9001 Certificates	**b)** Submission of two previous ISO 9001 Certificates (**10 points)** **c)** Submission of one previous ISO 9001 Certificates (**5 points)** **d)** No Submission of Previous ISO 9001 Certificate **(0 Points)**	
1.4	**Vehicle Capacity Requirements** Company has proven capacity to deliver in terms of available vehicle resources. NB: Points will only be awarded where the following requirements are fully complied with: 1.4.1. **For Own vehicles** - Submit vehicles registration as proof, registered under the company name, not a personal vehicle. 1.4.2. **For Leased vehicles** – Submit vehicles lease / rental agreement by both	**Allocation of Points** a) Two x 32-ton trucks and above (side curtain / tautliner) with registration certificate and lease or rental agreement (**20 points)** b) One x 32-ton trucks and above (side curtain / tautliner) with registration certificate and lease or rental agreement **(15 points)** c) Zero x 32-ton trucks and above (side curtain / tautliner) with registration certificate and lease or rental agreement	**20**

#	Requirements	CRITERIA	Total Points
	parties accompanied by vehicles registration document. **Trucks required are:** 2 X 32 tons Side curtains / Tautliner	**(0 points)** **Note: Tenderers must score a minimum of 15 points to be considered for appointment. Notwithstanding the requirement to meet the minimum threshold of 70 points under functionality**	
1.5	**Warehouse Capacity** Warehouse capacity of 2500 sqm Tenderers to provide proof of certificate of ownership of a warehouse space **OR** a valid and signed contract for leasing of the warehouse	**Allocation of Points** a) Warehouse capacity of 2500 sqm or more **(15 points)** b) warehouse capacity of 1000 – 2499 sqm **(5 points)** c) warehouse capacity less than 1000 sqm **(0 points)**	**15**
		TOTAL POINTS	**100**
		MINIMUM THRESHOLD	**70**

Stage 3B – Technical/Functionality Evaluation for Category C and D (Specialty reels and sheets Excluding Bond White and Kraft Paper as well as Specialty reels Excluding Bond White and Kraft Paper)

This stage applies to the below categories only.

a) **Category C: Specialty Sheets Paper.**

b) **Category D: Specialty Reels Paper.**

3.	REQUIREMENTS	CRITERIA	TOTAL POINTS
3.1	**Experience** 3.1.1. List of number of projects where Category C – Specialty Sheets paper **AND / OR** Category D – Specialty reels paper was supplied. The tenderer must supply signed reference letters with contactable references on the client letterhead, corresponding to their listed projects.	a) Four or more listed projects and corresponding reference letters provided (**40 points)** b) Three listed projects and corresponding reference letters provided – **(30 points)** c) One to Two listed projects and corresponding letters provided – (**10 points)** d) Zero project and no corresponding letter provided **(0 points)** **NB. Points will not be allocated if reference letters are not accompanied by list of projects.**	**40**
3.2	**History of ISO 9001 Compliance** 3.2.1 **Where a tenderer is a manufacturer -** Submission of a	a) Submission of three or more previous ISO 9001 Certificates (**15 points)**	**15**

3.	REQUIREMENTS	CRITERIA	TOTAL POINTS
	previous ISO 9001 Certificate in the name of the manufacturer. 3.2.2. **Where a tenderer is a merchant -** Submission of a written confirmation for the supply of paper by the manufacturer to the merchant. This should include the manufacturer's previous ISO 9001 certificates Tenderers to submit previous ISO 9001 Certificates	b) Submission of two previous ISO 9001 Certificates (**10 points)** c) Submission of one previous ISO 9001 Certificates (**5 points)** d) No Submission of Previous ISO 9001 Certificate **(0 Points)**	
3.3	**Vehicle Capacity Requirements** Company has proven capacity to deliver in terms of available vehicle resources. NB: Points will only be awarded where the following requirements are fully complied with: 3.3.1. **For Own vehicles** - Submit vehicles registration as proof – registered under the company name, not a personal vehicle 3.3.2**. For Leased vehicles** – Submit vehicles lease / rental agreement by both parties accompanied by vehicles registration document. **Trucks required are:** 3 x 8 tons Side Curtains / Tautliner	a) Three x 8-ton trucks and above (side curtain / tautliner) with registration certificate and lease or rental agreement (**45 points)** b) Two x 8-ton trucks and above (side curtain / tautliner) with registration certificate and lease or rental agreement **(30 points)** c) One x 8-ton trucks and above (side curtain / tautliner) with registration certificate and lease or rental agreement **(20 points)** d) Zero x 8-ton trucks and above (side curtain / tautliner) with registration certificate and lease or rental agreement **(0 points)** **Note: Tenderers must score a**	**45**

3.	REQUIREMENTS	CRITERIA	TOTAL POINTS
		minimum of 20 points to be considered for appointment. Notwithstanding the requirement to meet the minimum threshold of 70 points under functionality	
		TOTAL POINTS	**100**
		MINIMUM THRESHOLD	**70**

Stage 3C – Technical/Functionality Evaluation for Category F Corrugated Boxes

#	REQUIREMENTS	CRITERIA	TOTAL POINTS
5.1	**Experience** The Tenderer must have experience of supply of corrugated boxes. 5.1.1. Tenderers must submit proof of similar work done in any of the areas listed above; 5.1.2. The Appointment Letter / Purchase Order / Works Order / Contract/ etc; 5.1.3. Where one set of Appointment/Completion Corresponds to multiple Projects or to Multiple Areas of Work, this must be clearly indicated.	a) 4 or more Appointment Letter / Purchase Order / Works Order / Contract whereby a similar project was delivered **(30 points)** b) 3 x Appointment Letter / Purchase Order / Works Order / Contract whereby a similar project was delivered **(20 points)** c) 2 x Appointment Letter / Purchase Order / Works Order / Contract whereby a similar project was delivered **(15 points)**	**30**

#	REQUIREMENTS	CRITERIA	TOTAL POINTS
	5.1.4. Panel Appointment Letters will not be accepted without accompanied Task Orders / Similar. 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.	d) 1 x Appointment Letter / Purchase Order / Works Order / Contract whereby a similar project was delivered **(10 points)** e) Zero Appointment Letter / Purchase Order / Works Order / Contract letter whereby a similar project was delivered **(0 points)**	
5.2	**Reference Letters** Provide reference letters with letterhead of the company and signed-for by the company representative(s). 5.2.1. Where a reference letter is not corresponding to any appointment Letter / Purchase Order / Works Order / Contract/ etc as per above, Tenderer(s) will not score points	a) 4 or more contactable reference letters **(30 points)** b) 3 contactable reference letters **(20 points)** c) 2 contactable reference letters **(15 points)** d) 1 contactable reference letters **(10 points)** e) Zero contactable reference letter **(0 point)**	**30**
5.3	**Vehicle Capacity Requirements** Company has proven capacity to deliver in terms of available vehicle resources.	a) Two x 8-ton trucks and above (side curtain / tautliner) with registration certificate and lease	**40**

#	REQUIREMENTS	CRITERIA	TOTAL POINTS
	NB: Points will only be awarded where the following requirements are fully complied with: 5.3.1. **For Own vehicles** - Submit vehicles registration as proof – registered under the company name, not a personal vehicle 5.3.2. **For Leased vehicles** – Submit vehicles lease / rental agreement by both parties accompanied by vehicles registration document. **Trucks required are:** 2 X 8 tons side curtains / Tautliner	or rental agreement **(40 points)** b) One x 8-ton trucks and above (side curtain / tautliner) with registration certificate and lease or rental agreement **(20 points)** c) Zero x 8-ton trucks and above (side curtain / tautliner) with registration certificate and lease or rental agreement **(0 points)** **Note: Tenderers must score a minimum of 20 points to be considered for appointment. Notwithstanding the requirement to meet the minimum threshold of 70 points under functionality**	
		TOTAL POINTS	**100**
		MINIMUM THRESHOLD	**70**

NB. The minimum threshold applicable for all functionality stages (i.e. Stage 3A,3B and 3C) is 70 points. Tenderers who fails to meet the minimum threshold of 70 points will not be considered for appointment into the panel.

UTILIZATION OF THE PANEL

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

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

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

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

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

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

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

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the Organ of state)		Number of points claimed (80/20 OR 90/10 system) (To be completed by the tenderer)
	80/20	90/10	
Black ownership	8	4	

Youth	6	3	
Women	4	2	
Disability	2	1	

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

13. Special Conditions

13.1. GPW reserves the right to:

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

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

13.1.3. Not necessarily accepting the Tender Submission obtaining the Highest Score;

13.1.4. Not to extend the closing date;

13.2. Reject any Tender that:

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

13.2.2. Is submitted not as set out in clause 9.1.1;

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

13.2.4. Is not completed in full.

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

13.4. GPW reserves the right to seek clarity or confirmation on the information submitted. Tenderers will not be requested or permitted to alter their bids after the deadline for receipt of bids. GPW will only forward questions to

tenderers for clarification, needed to evaluate their bids but will not ask or permit tenderers to change the substance or price of their bids after bid opening. Requests for clarification and the tenderer's responses will be made in writing. Tenderer's delivery of a Tender Submission constitutes acceptance by Tenderer of the Conditions of Tender.

13.5. This RFT is an invitation to the Tenderer to make an offer to GPW. No binding contract or other understanding will exist between GPW and the Tenderer unless and until the Definitive Agreement is entered into. Nothing in this RFT or any other communication made between GPW (including its officers, employees, advisers and representatives) and the Tenderer will constitute an agreement or representation that GPW will offer, award or enter into a contract.

13.6. GPW reserves the right in its sole discretion to amend, vary, or supplement any of the information, terms or requirements contained in this RFT, any information or requirements delivered pursuant to this RFT, or the structure and/or schedule of the RFT process, at any time. Tenderers will have no claim against GPW or against any of its officers, employees, advisers and/or representatives with respect to the exercise of, or failure to exercise, such right.

13.7. Validity Period

13.7.1. 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 of less than 120 days.

13.7.2. Tender Submissions, including pricing, will 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.

13.8. The Tenderer's participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Tenderer's sole risk, cost and expense. GPW will not be responsible, whether on the basis of any promissory estoppel, quantum merit or on any other contractual, quasi-contractual or other grounds, for any costs or expenses

incurred by the Tenderer in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Tenderer's participation in the RFT process. All costs associated with the submission of any additional requested information, the preparation thereof and attendance of clarification meetings, will be the sole responsibility of the Tenderer.

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

13.10. Collusive Conduct; Improper Assistance; No Inducements.

13.10.1. As declared in the relevant Returnable Document, neither the Tenderer nor any of its officers, employees, advisers or other representatives will engage in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process.

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

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

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

13.11. Proprietary Rights in RFT and Tender Submissions

13.11.1. GPW shall own all intellectual property rights in the information and ideas developed, including the developed software, during the

procurement process, including any information and ideas reflected in this RFT (including its appendices and attachments) and in the Tender Submissions thereto except for any pre-existing intellectual property of the Tenderer

13.12. Publicity

The Tenderer shall not refer to GPW or this RFT in any of its publicity or advertising materials without GPW's approval which may be withheld at GPW's sole discretion.

13.13. Decisions on Tenders

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

13.13.2. Where a contract has been awarded on the strength of information furnished by the Tenderer, which, after the conclusion of the relevant agreement, is shown to have been incorrect or misleading, GPW may, in addition to any other legal remedy it may have:

13.13.3. GPW may recover from the Tenderer all costs, losses or damage incurred or sustained as a result of the award of the contract; and/or

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

13.13.5. GPW may impose a penalty on the Tenderer of up to five per cent of the contract value.

13.14. Notification

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

13.15. Restriction from Tendering or Contracting

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

Tenderer should be considered, or determine that a contract should be cancelled, if the Chief Executive Officer is of the opinion that a Tender Submission or Tenderer has:

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

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

13.15.4. 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.

13.16. Representation

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

13.16.2. By signing this RFT Document, the Tenderer is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFT, including those contained in the Returnable Documents and GPW will recognize no claim for relief based on an allegation that the Tenderer overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Signed at _____ this _____ day of _____ 20__

For and on Behalf of _____

Name: _____

Position: _____

Who hereby warrants his authority.

--- End of RFT Section A ---

PAPER REQUIREMENT DETAILS – CATEGORY A (BOND WHITE PAPER REELS)

(All prices must include packing, packing of material and delivery)

No.	ITEM DESCRIPTION (Manufacture, supply and delivery)	SIZE IN GRAMMS	ANNUAL DEMAND QUANTITY	UNIT OF MEASURE	UNIT PRICE (R/kg)
1	Bond White Paper (Reels)	70 gsm 440mm	300 000	Ton	
2	Bond White Paper (Reels)	80 gsm 440mm	100 000	Ton	
3	Bond White Paper (Reels)	70 gsm 305 mm	1 000 000	Ton	
4	Bond White Paper (Reels)	70 gsm 880mm	200 000	Ton	
5	Bond White Paper	80 gsm 880mm	500 000	Ton	
6	Oce CS: UWF Constat Reels	80gsm 455mm	1 000 000	Ton	
AVERAGE BID PRICE FOR SHEETS in R/BOX AND R/KG FOR REELS *(N.B.: sum of R/sheet figures for the paper grades, divided by 59)*					

PAPER REQUIREMENT DETAILS – CATEGORY B (BOND WHITE PAPER SHEETS / A3 AND A4 PAPER XEROGRAPHIC BOND PHOTOCOPY PAPER WHITE 5 REAMS PER CARTOON)

(All prices must include packing, packing of material and delivery)

No.	ITEM DESCRIPTION (Manufacture, supply and delivery)	SIZE IN GRAMMS	ANNUAL DEMAND QUANTITY	UNIT OF MEASURE	UNIT PRICE (R/kg)
1.	A4 Paper Xerographic Bond Photocopy Paper White 5 reams per cartoon 80gsm	(210mm x 297mm) 80GSM	1 000 000 (80 boxes per pallet)	PALLET	
2.	A3 Paper Xerographic Bond Photocopy Paper White 5 reams per cartoon 80gsm	(297mm x 420mm) 80 GSM	15 000 (40 x boxes per pallet)	PALLET	
3.	Paper White Bond 640x 915mm 80gsm long grain	(640mm x 915mm) 80gsm	2 500 0000 kg	SHEETS	
4.	Cartridge White Paper	(640mm x 915mm) 105gsm	1 500 000KG	SHEETS	
5.	Cartridge White Paper	(640mm x 915mm) 110gsm	1 000 000kg	SHEETS	
AVERAGE BID PRICE FOR PHOTOCOPY PAPER PER BOX *(N.B.: sum of R/sheet figures for the paper grades, divided by 59)*					

Initial here obo Tenderer

V_____

BID PRICE DETAILS – CATEGORY C (SPECIALITY SHEETS PAPER)

(All prices must include packing, packing of material and delivery)

QUANTITIES	ITEM DESCRIPTION	SIZE IN GRAMMS	UNIT IN KGS	UNIT PRICE (R/1000 sheet)
1. 5 000	Classic Line Avalanche White Paper, 216gms 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
2. 300 000	Brown Ribbed Paper, 80gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
3. 10 000	Classic Linen Natural White Paper, 118gsm 100% chemical wood pulp, machine finish	1 000 sheets (635mm x 965mm)	KG	
4. 1 000	Coated Art Matt White Paper, 250gsm 100% chemical wood pulp, machine finish	(640mm x 915mm)	KG	
5. 100 000	Coated White Paper, 250gsm 100% chemical wood pulp, machine finish	(640mm x 915mm)	KG	
6. 150 000	Gloss Coated White Paper, 300gsm 100% chemical wood pulp, machine finish	(710mm x 1020mm)	KG	
7. 1000	Conqurer Text Laid Oyster Paper, 220gsm 100% chemical wood pulp, machine finish	(700mm x 1000mm)	KG	
8. 5 000	Matt White Paper, 200gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
9. 50 000	Tokai Maize Paper, 220gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
10. 300 000	Galerie Gloss White Paper, 130gsm 100% chemical wood pulp, machine finish	(640mm x 915mm)	KG	
11. 150 000	Galerie Art Silk Matt White Paper, 135gsm 100% chemical wood pulp, machine finish	(640mm x 915mm)	KG	
12. 10 000	Coated Gloss White Paper, 200gsm 100% chemical wood pulp, machine finish	(640mm x 915mm)	KG	

QUANTITIES	ITEM DESCRIPTION	SIZE IN GRAMMS	UNIT IN KGS	UNIT PRICE (R/1000 sheet)
13. 10 000	Cartridge White Paper, 120gsm 100% chemical wood pulp, machine finish	(610mm x 900mm)	KG	
14. 200 000	Cartridge White Paper, 120gsm 100% chemical wood pulp, machine finish	640mm x 915mm)	KG	
15. 300 000	Cartridge White Paper, 110gsm 100% chemical wood pulp, machine finish	640mm x 915mm)	KG	
16. 100 000	Experia Gloss (SRA3) (500/pack) Paper, 130gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
17. 50 000	Experia Gloss (SRA3) (500/pack) Paper, 200gsm 100% chemical wood pulp, machine finish	(450mm x 320mm)	KG	
18. 100 000	Experia Matt (SRA3) (500/pack) Paper, 130gsm 100% chemical wood pulp, machine finish	(450mm x 320mm)	KG	
19. 20 000	Experia Matt (SRA3) (500/pack) Paper, 170gsm 100% chemical wood pulp, machine finish	(450mm x 320mm)	KG	
20. 80 000	Experia Matt (SRA3) (500/pack) Paper, 350gsm 100% chemical wood pulp, machine finish	(450mm x 320mm)	KG	
21. 20 000	Experia Gloss (SRA3) (500/pack) Paper, 170gsm 100% chemical wood pulp, machine finish	(450mm x 320mm)	KG	
22. 30 000	Experia Matt (SRA3) (500/pack) Paper, 90gsm 100% chemical wood pulp, machine finish	(450mm x 320mm)	KG	
23. 50 000	Cascade Yellow Paper, 80gsm 100% chemical wood pulp, machine finish	(650mm x 920mm)	KG	
24. 1000	Invercote Creato Matt White Paper, 240gsm 100% chemical wood pulp, machine finish	(640mm x 915mm)	KG	

QUANTITIES	ITEM DESCRIPTION	SIZE IN GRAMMS	UNIT IN KGS	UNIT PRICE (R/1000 sheet)
25. 1000	River Tradition Bright White Paper, 120gsm 100% chemical wood pulp, machine finish	(700mmx 1000mm)	KG	
26. 1000	Kraft Brown Paper, 400gsm 100% chemical wood pulp, machine finish	(770mmx 1020mm)	KG	
27. 30 000	Ivory Board Smooth Paper, 280gsm 100% chemical wood pulp, machine finish	(640mmx 1020mm)	KG	
28. 1 000	Brilliant White Watermarked Linen Embossed Paper, 260gsm 100% chemical wood pulp, machine finish	(700mm x1020mm)	KG	
29. 1 000	Brilliant White Ripple Embossed Paper, 260gsm 100% chemical wood pulp, machine finish	(700mm x1020mm)	KG	
30. 1000	3979B006AA SCRM Ban Vinyl Paper, 380u-36 100% chemical wood pulp, machine finish	(914mm x 15mm)	KG	
31. 5 000	StrathmoreSea Spray Paper, 216gsm 100% chemical wood pulp, machine finish	(660mm x1016mm)	KG	
32. 1000	AmbassadorLaid Brilliant White Paper, 300gsm 100% chemical wood pulp, machine finish	(700mm x1000mm)	KG	
33. 10 000	Ivory Classic Linen Paper, 280gsm 100% chemical wood pulp, machine finish	(700mm x1000mm)	KG	
34. 1000	Natural Evolution Ivory Paper, 120gsm 100% chemical wood pulp, machine finish	(640mm x 940mm)	KG	
35. 150 000	Litho Board White Paper, 200gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
36. 50 000	Coated Art Matt White Paper, 300gsm 100% chemical wood pulp, machine finish	(640mm x 915mm)	KG	
37. 50 000	Custom Kote Bond White/Milano Paper, 315gsm 100% chemical wood pulp, machine finish	(720mm x1020mm)	KG	

QUANTITIES	ITEM DESCRIPTION	SIZE IN GRAMMS	UNIT IN KGS	UNIT PRICE (R/1000 sheet)
38. 300 000	Magno Satin White Paper, 150gsm 100% chemical wood pulp, machine finish	(640mm x 915mm)	KG	
39. 100 000	Tokai Board Green Paper, 220gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
40. 50 000	Film Center Board Blue Paper, 280gsm 100% chemical wood pulp, machine finish	(640mm x 510mm)	KG	
41. 30 000	Film Center Board Green Paper, 280gsm 100% chemical wood pulp, machine finish	(640mm x 510mm)	KG	
42. 30 000	Film Center Board Salmon Paper, 280gsm 100% chemical wood pulp, machine finish	(640mm x 510mm)	KG	
43. 5 000	Film Center Board White Paper, 280gsm 100% chemical wood pulp, machine finish	(640mm x 510mm)	KG	
44. 10 000	Chip Board Grey Paper, 1200mic 100% chemical wood pulp, machine finish	(620mm x 930mm)	KG	
45. 10 000	Chip board Buff, 1316gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
46. 15 000	Chip board Buff, 1598gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
47. 10 000	Chip board Buff, 620gsm 100% chemical wood pulp, machine finish	(770mm x 1020mm)	KG	
48. 2 500 000	White Paper Board, 110gsm (Cartridge) 100% chemical wood pulp, machine finish (11/38697)	640mm x 915mm)	KG	
49. 2 500 000	White Paper Board, 120gsm (Cartridge) 100% chemical wood pulp, machine finish (11/38392)	(640mm x 915mm)	KG	
50. 100 000	Fine Graphic Board Jade Green, 160gsm 100% chemical wood pulp, machine finish (13/11525)	(640mm x 900mm)	KG	
51. 100 000	Fine Graphic Board Celestial Blue, 160gsm 100% chemical wood pulp, machine finish (13/10820)	(640mm x 900mm)	KG	

QUANTITIES	ITEM DESCRIPTION	SIZE IN GRAMMS	UNIT IN KGS	UNIT PRICE (R/1000 sheet)
52. 100 000	Fine Graphic Board Pink, 160gsm 100% chemical wood pulp, machine finish (13/ 4053)	(640mm x 900mm)	KG	
53. 80 000	Fine Graphic Board Sunlight Yellow, 160gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
54. 100 000	Fine Graphic Board White, 200gsm 100% chemical wood pulp, machine finish (13/10113)	(640mm x 915mm)	KG	
55. 1000	Fine Graphic Board White, 240gsm 100% chemical wood pulp, machine finish	(640mm x 900mm)	KG	
AVERAGE BID PRICE FOR REELS (in R/kg) *(N.B.: sum of R/kg figures for the paper grades, divided by 30)*				

PRICE DETAILS – CATEGORY D (SPECIALITY REELS PAPER)

(All prices must include packing, packing material and delivery)

No.	ITEM DESCRIPTION	SIZE	ANNUAL DEMAND QUANTITY (in kg's)	UNIT in (R/kg)	UNIT PRICE
1	Carbonless Copy CFB White Paper, 53gsm 100% chemical wood pulp, machine finish	Width = 305mm Diameter = 1000mm	50 000	KG	
2	NCR CFB Carbonless White Paper, 58gsm 100% chemical wood pulp, machine finish	Width = 440/445mm Diameter = 1000mm	50 000	KG	
3	Self Contained CB White Paper, 100% chemical wood pulp, machine finish	Width = 240mm Diameter = 1000mm	1000	KG	
4	Econoline White Paper, 58gsm 100% chemical wood pulp, machine finish	Width = 440/445mm Diameter = 1000mm	1000	KG	
5	RSA PVC Lamination Paper, 100% chemical wood pulp, machine finish	Width = mm Diameter = 1000mm	1000	KG	
6	Xerographic Bond Blue Paper, 80gsm 100% chemical wood pulp, machine finish	Width = 457mm Diameter = 1000mm	1000	KG	
7	Xerographic Bond Pink Paper, 80gsm 100% chemical wood pulp, machine finish	Width = 457mm Diameter = 1000mm	1000	KG	
8	Script White Paper, 60gsm 100% chemical wood pulp, machine finish	Width = 480mm Diameter = 1000mm	1000	KG	
9	Script White Paper, 60gsm 100% chemical wood pulp, machine finish	Width = 310mm Diameter = 1000mm	1000	KG	

No.	ITEM DESCRIPTION	SIZE	ANNUAL DEMAND QUANTITY (in kg's)	UNIT in (R/kg)	UNIT PRICE
10	Script White Paper, 60gsm 100% chemical wood pulp, machine finish	Width = 440mm Diameter = 1000mm	1000	KG	
11	Fine Graphic Board White, 105gsm 100% chemical wood pulp, machine finish	Width = 305mm Diameter = 1000mm	1000	KG	
AVERAGE BID PRICE FOR REELS (in R/kg) *(N.B.: sum of R/kg figures for the paper grades, divided by 30)*					

PRICE DETAILS – CATEGORY E (KRAFT PAPER)

(All prices must include packing, packing of material and delivery)

No.	ITEM DESCRIPTION	SIZE	ANNUAL DEMAND	UNIT OF MEASURE IN TONS	UNIT PRICE
1.	Kraft Brown Paper (Sheets), 180gsm 100% chemical wood pulp, machine finish	Width = 640 x 900mm	500	TON	
2.	Brown Ribbed Paper (Sheets), 80gsm 100% chemical wood pulp, machine finish	Width = (640 x 900mm)	300	TON	
3.	Kraft Brown Paper (Reels), 180gsm 100% chemical wood pulp, machine finish	Width = 686mm Diameter = 1000mm	500	TON	
		Total (price as reflected per RFT Section B paragraphs 1.1 to 1.4 above) VAT (if applicable)			
		TOTAL BID PRICE (KRAFT PAPER)			

PRICE DETAILS – CATEGORY F (PACKAGING MATERIAL (CORRUGATED BOXES)

(All prices must include packing, packing of material and delivery)

No.	ITEM DESCRIPTION	SIZE	ANNUAL DEMAND	UNIT OF MEASURE	UNIT PRICE
1	Boxes Corrugated Single Wall B-Flute	432x292x229mm	160 000	PALLET (1000)	
2	Boxes Corrugated Single B-Flute)	305mmx230mmx160mm (LxWxH	3 000	PALLET (1000)	
3	Boxes Corrugated Single B - Flute	527x426x320mm	5 000	PALLET (1000)	
4	Box Corrugated Single B-Flute	303x230x300 mm	7 000	PALLET (1000)	
5	Wooden Pallets	1200 x 1100mm	10 000	Each	
		TOTAL BID PRICE (Corrugated Boxes and Pallets)			

* Note

Respondents may quote prices in:

a) **This particular pricing schedule together with the prices quoted, are indicative of market related offers and will not be evaluated for purpose of appointment into the panel.**
b) ZAR; or
c) their respective base currencies, e.g. USD, EURO, etc. In such event, the GPW will convert the quoted currency to ZAR for purposes of price evaluation, using the applicable exchange rates at 12h00 South African time on the Closing Date. Please note that, at the time of payment, the GPW will affect payment at the actual exchange rates on the day of payment.

FOR AND ON BEHALF OF _____

NAME: _____

--End of Section D—

Annexure 1

TECHNICAL SPECIFICATION

End of Annexure 1 --

Annexure 2

COMPANY PROFILE – GPW-2026/27-07

End of Annexure 2

Annexure 3

CONTACTABLE REFERENCES – GPW-2026/27-07

Please provide the following:

- In instances where the Tenderer is an agent or a distributor, pprovision of a letter from the tenderer's manufacturer, indicating agreement to supplying the Tenderer with GPW requirements as specified in this tender document must be provided.

---End of Annexure 3---

Annexure 4

LETTER OF AGREEMENT TO SUPPLY FROM THE PAPER MANUFACTURER (IN THE CASE WHERE A TENDERER IS AN AGENT/MERCHANT) – GPW-2026/27-07

Please provide a letter of agreement to supply from the paper manufacturer (in the case where a tenderer is an agent/merchant) on the clients' letterhead with contactable client details, not older than five (5) years.

----End of Annexure 4----

Annexure 5

PROOF OF OWNERSHIP OR RENTAL OF FLEET – GPW-2026/27-07

----- End of Annexure 5-----

Annexure 6

Proof of ownership or lease agreement of a warehouse (in the case where a tenderer is an agent/merchant. ONLY APPLICABLE TO CATEGORY A and B – GPW-2026/27-07

------ End of Annexure 6------

Annexure A

JOINT VENTURES/CONSORTIUMS

All documentation, as referred to per Section A clause 10 of the RFT must be included here as Annexure A (if applicable) being part of the Returnable Documents.

(attach here)

--End of Annexure A ---

ANNEXURE B

.

TERM SHEET: GPW-2026/27-07

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 Respondent ("**Respondent"**) (each a "**Party"** and together as "**Parties"**).
2.	Background and Purpose	To be set out 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 Respondent 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 Respondent to supply it with the various printing paper grades and packaging material (boxes).
6.	Price	The contract price will be as set out in the Respondent'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 Rands or any other base currency, depending on what is agreed in the Definitive Agreement.
8.	Delivery and transfer of ownership and risk	Delivery will be Incoterm: DDP/DTP (Delivered Duty Paid), delivered at the Premises.
9.	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.
10.	Warranties	Respondent to give warranties and undertakings as are usually found or expected in the agreements of the nature of the Definitive Agreement. Most warranties and/or undertakings would have already been given by the Respondent under the RFT.
11.	Packaging	Crating/Packaging of the Solution shall be of sufficient quality to protect the relevant component against any damage that may occur during transportation.

No.	Term	Details
12.	Infringement of Intellectual Property	The various printing paper grades and packaging material (boxes) should accord with the specifications, designs and instructions set out in the RFT (Annexure A). GPW shall not be liable for any infringement of any patent, trademark, copyright or manufacturing design and Respondent 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 Respondent shall not be relieved of liability to GPW in the event that the Respondent is restrained from supplying the various printing paper grades and packaging material (boxes) 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 Respondent to contest any action brought against GPW which would attempt to restrain production, sale or distribution of the various printing paper grades and packaging material (boxes) or alleges any infringement of any trademark, patent, copyright or design by the Respondent.
13.	Performance Security / Bond	A performance bond is not required
14.	Insurance	Ensuring the Solution (various printing paper grades and packaging material (boxes)) until Acceptance of Delivery date shall be the responsibility of the Respondent.
15.	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.
16.	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.
17.	Compliance with Laws and Consents	Parties to comply with all relevant laws and consents. The Respondent to indemnify GPW from and against all liabilities, damages, claims, fines, penalties, fees, costs, and expenses of whatever nature arising out of or resulting from any failure by the Respondent to comply with the relevant laws and obligations.
18.	Taxes	GPW shall be responsible for all South African taxes. The Respondent shall be responsible for all foreign taxes.
19.	Defects Guarantee	The Respondent shall guarantee that the Solution (various **printing** paper **grade**s and **packaging material (**boxes**)**) is free of defects. The Respondent shall (among other things) promptly at its cost repair, replace and/or make good all defects, omissions or damage that arise prior to Acceptance of Delivery. The Respondent shall bear all incidental costs, including any costs of removal, associated with the repair, replacement or making good of any defect. GPW may rectify any defect or deficiency at the Respondent's cost where the Respondent fails to do so within a reasonable time.
20.	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 Respondent.

Date:

Place:

Name of Tenderer

- End of Annexure B -

Annexure C

CENTRAL SUPPLIER DATABASE (CSD) DOCUMENTATION : GPW-2026/27-07

All documentation, as referred to per Section A clause 1.1.11.10 of the RFT must be included here as Annexure C (if applicable) being part of the Returnable Documents.

--End of Annexure C---

Annexure SBD 1

PART A

INVITATION TO BID

BID NUMBER:	GPW-2026/27-07	CLOSING DATE:	14 DECEMBER 2026	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY OF VARIOUS PAPER GRADES AND PACKAGING MATERIAL (BOXES) FOR A PERIOD OF 3 YEARS, WITH A POSSIBLE ANNUAL EXTENSION OF 2 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	**Ms Lindiwe Bhanda** **Mr Victor Manganye**
TELEPHONE NUMBER	**(012)764 3961**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Noko.Kekana@gpw.gov.za**	E-MAIL ADDRESS	lindiwe.bhanda@gpw.gov.za victor.manganye@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: ……..

Annexure SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

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

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

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

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

2.3.1 If so, furnish particulars:

……
……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract?

YES/NO

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

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

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

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

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

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder

was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

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

…… ……
Signature Date

…… ……...
Designation Name of bidder

--End of Annexure SBD 4 -

Annexure SBD 5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

or

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

or

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

or

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

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

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs

1.1 (b) to 1.1
(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number …….. Closing date:……

Name of bidder……

Postal address ……

……

Signature…….. Name (in print)……..

Date……..

Js475wc

--End of Annexure SBD 5 --

Annexure SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

Calculation of points

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

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)	ALLOCATED POINTS (90/100 system)
1. Persons historically disadvantaged on the basis of race	100% black ownership	8	4
	75% - 99% black ownership	6	3
	60% - 74% black ownership	4	2
	51% - 59% black ownership	2	1
	0%-50% black ownership	0	0
2. Ownership by Women	100% women ownership	6	3
	75% - 99% women ownership	4	2
	60% - 74% women ownership	2	1
	51% - 59% women ownership	1	0.5
	0 – 50% women ownership	0	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)	ALLOCATED POINTS (90/100 system)
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-2026/27-01

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

Annexure :GCC

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

AUGUST 2026

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.

TABLE OF CLAUSES

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

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 tenderer and includes collusive practice among tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all 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 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 tenderer 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 tenderer.

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 tenderer 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 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 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 this contract 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 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 of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or

otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid Lor 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 tenderer whose tax matters are not in order. Prior to the award of a bid the Department must be

in possession of a tax clearance certificate, submitted by the tenderer.

This certificate must be an original issued by the South African Revenue Services.

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 tenderer (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a tenderer(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 tenderer(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 tenderer(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 tenderer(s) or contractor(s) concerned.

--End of document---

Initial here obo Tenderer

_____