 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		INVITATION TO BID			Page 1 of 4					
BID NUMBER										
BID DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME		
SITE INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?		Y		N		TERM DURATION				
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										

NOTES

THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.



Provincial Supply Chain Management

INVITATION TO BID

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PART A INVITATION TO BID

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 OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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.	



Provincial Supply Chain Management

INVITATION TO BID

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TENDER DOCUMENTS CAN BE OBTAINED FROM: <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>
OR

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	



Provincial Supply Chain Management

INVITATION TO BID

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			



CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.

By signing this form, you consent to your personal information to be processed by the Gauteng Department of Health and consent is effective immediately and will remain effective until such consent is withdrawn.

APPLICATION FOR THE CONSENT OF A DATA SUBJECT FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF BIDS

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Health's (**The Department**) operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number _____, in my personal capacity or acting on behalf of _____
_____ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1;
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1.

10. With my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 1 of 4

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 2 of 4

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 3 of 4

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.




PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 4 of 4

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.


This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration


- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state?

YES		NO	
------------	--	-----------	--

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES		NO	
------------	--	-----------	--

2.2.1 If so, furnish particulars:

--

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

YES		NO	
------------	--	-----------	--

2.3.1 If so, furnish particulars:


--

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

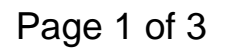
	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 3 of 3

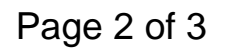
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or 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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Date	
Position		Name of the Bidder	





2024/11



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

Page 3 of 3

BIDDERS JOB CREATION ANALYSIS

Company Name		Date Established	
--------------	--	------------------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



THE SPECIAL CONDITION OF GT/GDH/037/2025: THE SUPPLY AND DELIVERY OF HIGH-RISK INFECTION CONTROL GOWNS AND HIGH-RISK EXAMINATION GLOVES FOR FORENSIC PATHOLOGY SERVICES LABORATORIES FOR A PERIOD OF THREE YEARS

ABBREVIATIONS

ATMS	: American Society for Testing and Materials
BAC	: Bid Adjudication Committee
B-BBEE	: Broad Based Black Economic Empowerment
BEC	: Bid Evaluation Committee
BSC	: Bid Specification Committee
BP	: Benzoyl Peroxide
CoC	: Certificate of Compliance
EP	: European Pharmacopoeia
GCC	: General Conditions of Contract
GPT	: Gauteng Provincial Treasury
FDA	: Food and Drug administration
FPS	: Forensic Pathology services
ISO	: International Standards Organization
PPPFA	: Preferential Procurement Policy Framework Act
QC	: Quality Control
SABS	: South African Bureau of Standards
SAHPRA	: South African Health Products Regulatory Authority
SANAS	: South African National Accreditation System
SANS	: South African National Standard
SCC	: Special Conditions of Contract
TCC	: Tax Clearance Certificate
VAT	: Value- Added Tax
SARS	: South African Revenue Services
CSD	: Central Supplier Database
PPR	: Preferential Procurement Regulation
NT	: National Treasury



THE SPECIAL CONDITION OF GT/GDH/037/2025: THE SUPPLY AND DELIVERY OF HIGH-RISK INFECTION CONTROL GOWNS AND HIGH-RISK EXAMINATION GLOVES FOR FORENSIC PATHOLOGY SERVICES LABORATORIES FOR A PERIOD OF THREE YEARS

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1. PURPOSE

The purpose of this tender is to appoint a service provider for the supply and delivery of high-risk infection control gowns and high-risk examination gloves for Forensic Pathology Laboratories for a period of three years.

2. BACKGROUND

The high-risk infection control gowns and high-risk examination gloves are used for examination and handling of deceased bodies by forensic officers and forensic pathologists.

The service provider will be required to supply and deliver High-Risk Infection Control Gowns and the High-Risk Examination Gloves as and when required to Gauteng Forensic Pathology Service Departments in the Gauteng province.

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 The General Conditions of Contract (GCC):

This bid and all contracts emanating from this tender will be subjected to the General Conditions of Contract (GCC), as issued by National Treasury in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The general conditions are available on the National Treasury website (www.treasury.gov.za).

3.2. The Special Conditions of Contract:

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.



THE SPECIAL CONDITION OF GT/GDH/037/2025: THE SUPPLY AND DELIVERY OF HIGH-RISK INFECTION CONTROL GOWNS AND HIGH-RISK EXAMINATION GLOVES FOR FORENSIC PATHOLOGY SERVICES LABORATORIES FOR A PERIOD OF THREE YEARS

3.3 Applicable legal prescripts which do not constitute an exhaustive list:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b. Constitution of the Republic of South Africa, 1996 (Act No. 106 of 1996)
- c. Employment Equity Act, 1998 (Act No. 55 of 1998)
- d. Gauteng Finance Management Supplementary Amendment Act, 2019 (Act No. 6 of 2019)
- e. Information Act, 2002 (Act No. 70 of 2002)
- f. Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No.16 of 1963)
- g. Labour Relations Act, 1995 (Act No. 66 of 1995)
- h. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- i. Open Tender Framework, 2021
- j. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- k. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 OF 2000)
- l. Preferential Procurement Regulations, 2022
- m. Protection of Information Act, 1982 (Act No. 84 of 1982)
- n. Promotion of Access to Information Act, 2000 (Act No. 02 of 2000)
- o. Promotion of Administrative Justice Act, 2000 (Act No. 03 of 2000)
- p. Protection of Personal Information Act, 2013 (Act No. 04 of 2013)
- q. Trade and Metrology act, 1973 (Act No. 77 of 1973)

3.4 Applicable National Standards:

- a. EN 13795-2:2019 -European standard for performance requirements of surgical drapes, gowns, and clean air suits designed to protect both patients and healthcare professionals during medical procedures.
- b. ASTM D3578 (These are encompassed by SANS 416:2021, SANS 68:2021 (ISO 10282:2023) and SANS 1228:2021): This specification describes certain requirements for natural rubber gloves used in conducting medical examinations and diagnostic and therapeutic procedures. It also covers natural rubber gloves used in handling contaminated medical material.
- c. BS EN 455 Parts 1,2 & 3 or equivalent: This includes tests to assess the freedom from holes which is based on a penetration resistance test similar to that of EN 374 Part 2, plus tests to assess the dimensions of the gloves and the mechanical strength of its materials, both before and after an ageing process.
- d. European Medical Device Directive 93/94/EEC (CE Class 1) or equivalent.
- e. Personal Equipment Directive 89/686/EEC (Complex Design Category and type tested to EN 420, EN 374-2, EN 374-3 and EN 388) or equivalent.



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4. THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in a lever arch file/ envelop in the format as per Table 1 below.

Table 1: Format of Bid Submission

Part of Bid Submission	Requirement
Part 1	<p>Section 1: Technical Proposal of the tender</p> <p>All the documents must be read, fully completed, signed where applicable and submitted. Application document should be submitted in English language.</p> <ol style="list-style-type: none"> 1. SBD 01: Invitation to Bid 2. SBD 04: Bidder's Disclosure 3. Valid Commitment Letter: <p>The bidder must provide the valid commitment letter on the letter head with contact details and signed by the authorized person from the manufacturer or source of supply confirming the period of the arrangement for the supply of high-risk infection control gowns and examination gloves with name of the bidder.</p> <p>Or</p> <p>If the bidder is the manufacturer of the high-risk infection control gowns and examination gloves, the bidder must submit a valid commitment letter on the letter head with contact details and signed by the authorized person, letter stating that the products will be produced/manufactured from their company and will provide the same quality for the duration of the contract.</p> 4. List of Samples (SCM 07) <p>Supply completed list of Samples and attach it to the bid document.</p>



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	<p>5. South African Health Product Regulatory Authority (SAHPRA) Licence/Certificate</p> <p>Valid copy of licence issued by South African Health Products Regulatory Authority (SAHPRA), authorising the bidders' company to manufacture, import or export, or act as a wholesaler to wholesale and /or distribute medical products.</p> <p>NB: The department reserves a right to verify validity of the SAHPRA licence submitted. Should it be discovered that the information submitted is misrepresented or misleading, the bid will be disqualified.</p> <p>6. Bidder must be registered with CSD and submit a Supplier Master Registration Number (MAAA number).</p> <p>7. Tax Clearance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortium, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.</p>	
Part 2	<p>Other supporting documents maybe required:</p> <p>i) Importer Registration Certificate (if applicable): The bidders are required to submit a valid copy of the Registration Certificate as an importer with the <u>South African Revenue Service (SARS)</u>.</p> <p>ii) Bidders to provide testimonial letters on the client's official letterhead, signed and dated from the public or private sector where product(s) were/are used. The letter should have the contact details of the client who uses the High-Risk Infection Control Gowns and High-Risk Examination Gloves.</p>	



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	iii) Bidder to provide signed and dated previous contractual proof / agreement / award letter/s indicating the description and the period as evidence of years of experience in supplying High-Risk Infection Control Gowns and High-Risk Examination Gloves
Part 3	<p>Section 2: Financial Proposal of the tender: Bidder to complete and submit SBD 3.2, SBD 6.1 and Annexure A price schedule.</p> <p>1) SBD 3.2: Price Schedule –Non-firm prices. 2) SBD 6.1: Preference Points Claim Form.</p>

5. THE PRODUCT SPECIFICATIONS

The service provider must supply and deliver the High-Risk Infection Control Gowns and the High-Risk Examination Gloves for the Gauteng Forensic Pathology Service Department as outlined in annexure A.

Table 2. List of products

Item description	Estimated Quantities
High risk infection Protective Surgical Gown	100 000 P/A
High risk examination gloves Size: Small (6.0-6.5)	1500 P/A
High risk examination gloves Size: Medium (7.0-7.5)	2500 P/A
High risk examination gloves Size: Large (8.0-8.5)	4800 P/A
High risk examination gloves Size: Extra Large (9.0-9.5)	8000 P/A



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6. EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations, 2022 and the GDoH Preferential Procurement Policy in two stages:

- Stage 1A: Mandatory Administrative Compliance
- Stage 1B: Functionality Evaluation Responsiveness
- Stage 1C: Sample Evaluation
- Stage 2: Price and Preference Points Evaluation

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million (all applicable taxes included), whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals.

STAGE 1A: MANDATORY ADMINISTRATION COMPLIANCE

All bids received will be subjected to a mandatory administrative compliance in line with the below requirements. Any bidder who fails to comply with any of the said mandatory criteria will be disqualified.

a. Valid Commitment Letter:

The bidder must provide the valid commitment letter on the letter head with contact details and signed by the authorized person from the manufacturer or source of supply confirming the period of the arrangement for the supply of high-risk infection control gowns and examination gloves with name of the bidder.

Or

If the bidder is the manufacturer of the high-risk infection control gowns and examination gloves, the bidder must submit a valid commitment letter on the letter head with contact details and signed by the authorized person, letter stating that the products will be produced/manufactured from their company and will provide the same quality for the duration of the contract.



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b. South African Health Product Regulatory Authority (SAHPRA) Licence/Certificate.

Valid copy of licence/ Certificate issued by South African Health Products Regulatory Authority (SAHPRA), authorising the bidders' company to manufacture or import or export, or act as a wholesaler and /or distributor to wholesale and /or distribute medical products.

NB: The department reserves a right to verify validity of the SAHPRA licence submitted. Should it be discovered that the information submitted is misrepresented or misleading, the bid will be disqualified.

c. Bidder to submit fully completed and signed (where applicable) SBD forms:

- i) SBD 04: Bidder's Disclosure
- ii) SBD 01: Invitation to Bid

If a bidder does not meet the requirements as stated above the bid will be disqualified and not considered for further evaluation.

STAGE 1B: FUNCTIONALITY EVALUATION RESPONSIVENESS

Only bidders who have complied with mandatory requirements, (Stage 1A) will be evaluated for functionality. During this phase bidders' responses will be evaluated for functionality based on achieving a minimum threshold point of 55 out of total points of 80 for functionality. Bidders who fail to achieve the minimum threshold will be disqualified.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on their submission and information provided against the following criteria:

Note: Bidders must, as part of the bid documents, submit supporting documents for all functional requirements, as indicated here under.



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Table 3: Functionality Evaluation

No.	Criteria	Description	Scoring	Weight
1	Track Record	Bidders to provide testimonial letters on the client's official letterhead, signed and dated from the public or private sector where product(s) were/are used. The letter should have the contact details of the client who uses the High-Risk Infection Control Gowns and High-Risk Examination Gloves.	Submitted evidence will be scored as follows: a. 3 letters or more letters = 30 points b. 2 letters = 15 points c. 1 letter = 5 points d. No letter = 0 points	30
2	Company Experience	Bidder to provide signed and dated previous contractual proof / agreement / award letter/s indicating the description and the period as evidence of years of experience in supplying High-Risk Infection Control Gowns and High-Risk Examination Gloves.	Submitted evidence will be scored as follows: a. 5 years and more = 50 points b. 4 years = 40 points c. 3 years = 30 points d. 2 years = 20 points e. 1 year = 10 points f. Less than a year and No proof = 0 point	50
Total Points:				80
Threshold Points				55

If a bidder does not meet the minimum threshold as stated above the bid will be disqualified and not considered for further evaluation



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STAGE 1C: SAMPLE EVALUATION

Only bidders who complied with the functionality evaluation stage 1B will be considered for the sample evaluation. Bidders must submit a fully completed SCM 07 (listing the samples) along with the corresponding samples, upon request from the GDOH.

Submission of Samples

Shortlisted bidders will be requested to submit samples within 14 working days after being contacted by the department. All such bids received will be subjected to a mandatory sample evaluation. Bids in respect of all required items for which samples were not submitted will be disregarded. It will not serve any purpose to bid for items for which samples cannot be submitted. Submitted samples must correspond with the submitted SCM 07 form (listing of samples).

Bidders must submit at least one (1) new sample per item / item range that is still sealed and unopened in the original packaging for the sample evaluation.

The department reserves the right to request the shortlisted compliant bidders to submit a minimum of 3 samples per item/item range for further testing at the FPS laboratories.

The submitted samples must comply with all the specifications as indicated on annexure A. Bids not supported by availability of samples, when requested, will be disregarded and not be evaluated further.

All the samples must be a true representation of the products, which will be supplied for the specific item/s.

Delivery of Samples:

All the samples must be delivered to:

Gauteng FPS Central Stores
No. 2 Collinder Road Diepkloof
Soweto
1862

Unsuccessful bidders may be contacted to collect their samples.



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Packaging and marking of samples

Samples that are submitted by the bidders or requested by the department for evaluation must be submitted and marked according to the following requirements:

- a) A list of the samples (SCM 07) must be attached.
- b) Samples must be placed in a suitable packaging and clearly marked on the outside as follows:
 - i. The Tender number.
 - ii. The item number as indicated on tender specification Annexure A.
 - iii. The Bidder's /Agent name and address.

Packaging for gloves and gowns shall be labelled as follows:

- i. Number of items in a box.
 - ii. Indicate standards.
 - iii. Material make-up of item.
 - iv. Manufacture and expiry date.
 - v. Batch number.
 - vi. Caution statement.
 - vii. Indicate sterility of the item
- c) All samples including the labelling requirements must be a true presentation of the product that will be supplied during the contract.

Sample Evaluation Process:

Bidders are required to submit samples as per Annexure A for the purpose of sample evaluation. Samples will be evaluated against the specifications as follows:

Bidders are required to type "Yes" confirming compliance to specification or "No" confirming non-compliance to specification.

The submitted samples will be evaluated against the specifications on Annexure-A. If a sample does not comply with the specifications, that sample will be disregarded.

All submitted samples of awarded items will be retained for the period of the contract.

NB: A sample/s that is not indicated on the SCM 07 will not be accepted and shall not be evaluated.

A bidder with a non-compliant sample against the specification will be disqualified and not considered for next phase of evaluation.



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STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all of the previous stages of evaluation will be considered for the price and preference point system evaluation.

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million (all applicable taxes included), whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals.

- a. Bidders are required to submit the SBD 3.2 and Annexure A for pricing schedule to claim points for price.
- b. Bidders are required to complete and submit SBD 6.1 to claim points for specific goals and attach all supporting documents as required on table 5 below.

Table 4. The price and specific goals point allocated in terms of this tender

PRICE	80	90
SPECIFIC GOALS	20	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	100

Table 5. The maximum points for this tender are allocated as follows:

The specific goals allocated	20	10	Evidence Required
1. Promotion of enterprises which are at least 51% own by Historically Disadvantaged Individuals (HDI)	10	5	Bidder to submit CSD/BEE/ CIPC registration document



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2. The promotion of South African owned companies	10	5	Bidder to submit a municipal account or sworn affidavit or lease agreement. Any of the submitted evidence must be in the name of the enterprise/director/s. NB: Municipal Account must not be older than three months
Total points for Price and specific goals	100	100	

Failure by the bidder to complete SBD 6.1. (To claim points) and submit proof or documentation required in terms of this tender, will forfeit preference points claim for specific goals.

7. SPECIAL CONDITIONS OF THE CONTRACT

7.1. Non-Compulsory Briefing Session

The briefing session is non-compulsory; however, bidders will be provided with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.

All enquiries beyond the closing date will not be considered.

7.2. Penalties

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.



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7.3. Cession

Neither party shall have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organisation without the prior written approval of the other party.

7.4. Use of fluid correcting substances

The use of any corrective fluid/tape is strictly prohibited and will result in the disqualification of the bidder from the evaluation process.

7.5. Role and Responsibilities

- a) GDoH shall conduct business in a courteous and professional manner with the Service Provider.
- b) GDoH shall not accept responsibility for any damages suffered by the service provider or their personnel for the duration of the contract.
- c) GDoH shall not accept any responsibility of accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- d) GDoH shall not provide a storage facility or transportation of equipment and materials on behalf of the bidder.

7.6. Content

This document references various standards and specifications applicable to the relevant business sector within the Republic of South Africa. Changes to these standards and specifications effected during the course of preparing this document may vary and shall be applicable in principle. Changes or queries detected in this document must be brought to the attention of the GDOH.

7.7. Payment Terms

Section 38(1) (f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.



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7.8. Lines of Communication and Reporting

The appointed service provider will be required to report to the designated GDoH official located at the facilities unit, who will communicate with the successful service provider on appointment.

7.9. The Conditions of the Bid Award

- a. The Gauteng Department of Health reserves the right not to award or cancel the bid.
- b. The Gauteng Department of Health reserves the right to negotiate further with recommended bidder/s, where prices are above the market related pricing.
- c. The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.
- d. The Gauteng Department of Health reserves the right to award the tender to one bidder or make multiple bid award and award the same items to more than one bidder.
- e. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s based on the financial capacity.
- f. Bidders are required to register with National Treasury Central Supplier Database.
- g. The successful bidder must be tax compliant at the awarding of the bid.

7.10. Counter conditions

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

7.11. Fronting

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.



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- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.
- d. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

7.12. Contract period

The contract period shall be for a period of three years.

7.13. Validity of the Bid

The validity of the bid shall be 120 days from the closing date of the advert.

7.14. Late Bids

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where applicable, be returned unopened to the bidder.

7.15. Mergers, take overs and changes in supplier detail.

- a. Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (within 7 days) of relevant details.
- b. The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- c. A contracted supplier must inform the Department of Health within 7 days of any changes of address, name or banking details.



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7.16. Third parties

- a. Participating authorities will not make a payment to or consult regarding orders with a third party.
- b. No third party is entitled to put an account on hold.

7.17. Cost

The Gauteng Department of health will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid and Samples.

7.18. Guarantee

The successful bidder shall fully guarantee all items against manufacturing defects due to factory defaults. Bidders are obliged to refund or replace the failed, unsafe and defective goods without any charges.

7.19. Samples

The successful bidder will be required to submit samples upon request at the bidder's expense. Samples to be submitted for evaluation purposes. (Bidder to submit one sample for requested item labelled with bidder name and item number. Samples will not be accepted without labelling).

7.20. Certification of Samples (where applicable)

- a. All products offered that have not been certified/tested SANS, SABS, FDA, ISO or equivalent certifying authorities prior to the evaluation of this bid will not be considered.
- b. Bidders are expected to submit certification of each product with the bid as indicated on Annexure-A.
- c. Bidders to submit a product specification document to address the listed specifications of product properties and design in Annexure A as an additional document.
- d. The Department reserves the right to request the shortlisted compliant bidders to submit a minimum of three (3) samples for further testing at the Forensic Pathology Institution.



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7.21. Deliveries

The Gauteng Department of Health will not be responsible of any damages of any item on transit and during delivery.

7.21.1. Delivery Period

- a. Requested products must be delivered within the time frame of 3 – 4 Weeks from the date of signing/accepting the PO.
- b. Products must be delivered with the original Country of Origin Certificate.
- c. Expiry date of the products must not be less than three years.
- b. Successful bidders must adhere strictly to the agreed delivery periods in respect of products awarded to them in accordance with the signed contract and the special conditions and requirements of the contract.
- c. Should the successful bidder fail to adhere strictly to the agreed delivery periods, the Gauteng Department of Health reserves the right, without notice, to purchase similar supplies from another supplier.
- d. The right is also reserved to purchase requirements elsewhere outside the contract should:
 - i. the item(s) is urgently required and not immediately available from the contracted supplier or
 - ii. An emergency arises or
 - iii. the supplier's point of supply is not situated at or near the institution and the supplies are urgently required.
- e. The Gauteng Department of Health accepts no responsibility whatsoever for any supplies delivered outside its premises.

7.21.2. Delivery Quantity

- a. Quantities reflected in the bid forms/specifications are estimated quantities and no guarantee is given or implied as to the actual quantity that will be procured during the contract period.
- b. The ordered quantities may not be exceeded. Any over-supply will not be accepted and will be returned to the supplier at his own expense.



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7.21.3. Deliveries Areas

- a. The delivery of products must be made to the participating Forensic Pathology Laboratories only if an authorized purchase order was received.
- b. The ordered products must be delivered in accordance with the delivery address and instructions appearing on the official order form.
- c. All deliveries must be accompanied by a delivery note stating order number against which the delivery was affected. An invoice must also be submitted immediately for the prompt payment of this order.

7.21.4. Delivery Adherence:

- a. The instructions appearing on the official order form must be strictly adhered to.
- b. Deliveries not complying with the order forms will be returned to the bidder at the bidder's expense.
- c. Deliveries must be made between 8:00 – 15:00, unless otherwise specified.

7.22. Invoicing

- a. Invoice/s must be submitted in duplicate, showing purchase order number, item description and the contract number.
- b. The original and copy invoice must be marked.
- c. The original must be sent to the Gauteng Department of Treasury and the copy to the End-User Forensic Pathology Laboratories.

7.23. Conditions of Holding Stock and Estimated Quantities

- a. Bidders will be responsible for the supply of duty paid stocks, held in the Republic of South Africa during the contract period.
- b. The furnished estimated quantities cannot be guaranteed. The quantities that will be ordered from the suppliers by the respective Gauteng Department of Health institutions will be as and when required.
- c. In accordance with Government Legislation and the requirements of the Metric Board, only metric sizes will be adopted for the items, as called for in this bid.



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7.24. Price Qualification

- a. All prices must inclusive of delivery to various FPS institutions. Please note that non-compliance with the afore-mentioned shall invalidate the bid.
- b. The bidder must be an accredited representative/agent in the Republic of South Africa of the manufacturer of the material/product.
- c. In respect of material/product offered, the General Conditions of Contract shall apply.
- d. Only the original manufacturers or bona fide Distributors/Agents bearing a letter of distributorship authority from the original manufacturer or source supply will be considered for this bid process.
- e. The Gauteng Department of Health will benchmark bidder contract prices regularly to ensure that all prices remain competitive. Non-competitive prices will prompt the Gauteng Department of Health to engage bidders in price adjustment negotiations/reviews. Failure to be competitive will result in cancellation of the contract.

7.25. Quality

- a. Products must conform to the quality requirements as stipulated in the specifications.
- b. The packaging supply of the materials/products are subject to the stipulations as defined in the Trade and Metrology act, 1973 (Act 77 of 1973) as amended.
- c. Where pyrogen-free conditions are stipulated, the items must comply with the SANS Method 6 pyrogen test or with the test for bacterial endotoxins given in the latest editions of the USP or BP (the test for pyrogens requires that the test be carried out on animals. The test for bacterial endotoxins is the equivalent test that is carried out in the laboratories and is preferred).
- d. All products must comply with SANS, SABS, FDA, ISO or equivalent certifying authorities prior to the evaluation of this bid will not be considered. Where specific specification/standards are applicable on materials and supplies, the quality of the products shall not be less than the requirements of such specification/ standards.



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7.26. Shelf Life

- a. Upon delivery, all supplies must have a minimum of three years' expiry date.
- b. The successful bidders may make written applications to deliver material with shorter shelf life, provided such applications are accompanied by an undertaking that such short-dated stock will be unconditionally replaced before or after expiry.
- c. Expired stock not uplifted within 30 days of expiry will be destroyed to the account of the bidder.
- d. Such a product must be collected by the supplier at their own cost. Failure to collect the products within 30 days after written notification to the supplier will result in the disposal of the product by the participating institution at the account of the supplier.
- e. Any participating institution may, without prejudice, decline to accept product with a shelf life of less than 18 months.

7.27. Communication

- a. Acquisition Management may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- b. Any communication by the bidder to any government official or a person acting in an advisory capacity for the Gauteng Department of Health in respect of this bid between the closing date and the award of the bid is discouraged.
- c. All communication between the bidder and the Acquisition Management Office must be done in writing.
- d. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found during evaluations and/or before the award of the bid.

7.28. Contract Administration

- a. The administration and facilitation of the contract will be the responsibility of Gauteng Department of Health, Contract Management and all correspondence in this regard must be directed to the following address:
The Directorate: Acquisition and Contract Management, Gauteng Department of Health, Private Bag X085, Marshalltown, 2107.
- b. Bidders must advise the Directorate: Acquisition and Contract Management, Gauteng Department of Health immediately when unforeseeable circumstances will



THE SPECIAL CONDITION OF GT/GDH/037/2025: THE SUPPLY AND DELIVERY OF HIGH-RISK INFECTION CONTROL GOWNS AND HIGH-RISK EXAMINATION GLOVES FOR FORENSIC PATHOLOGY SERVICES LABORATORIES FOR A PERIOD OF THREE YEARS

adversely affect the execution of the contract. Full of such circumstances as well as the period of delay must be furnished.

7.29. Supplier Performance Management

Supplier performance management will be the responsibility of end-user departments and where supplier performance disputes cannot be resolved between the service provider and the relevant purchasing institution, Gauteng Department of Health: Contract Management must be informed for corrective action.

7.30. Completion of the Pricing Schedule

Bidders are required to complete all the mandatory response fields in the tender specification and pricing schedules in Annexure-A, as follows:

Pricing schedules -

Bidders must complete the columns for the bid price and all other columns in the Price Schedule as well as item questionnaires as indicated on annexure-A.

Non-compliance with this condition shall invalidate the bid.

7.31. Pricing Structure

- a. The bids for the items offered must be priced, as per the price schedule (Annexure A).
- b. The cost of transport, delivery, labour or any other additional costs must be included in the bid price.
- c. Prices submitted for this bid must be filled in the field provided on the price schedules supplied with the bid. Any pricing structures that do not comply with these requirements may invalidate the bid.

7.32. Supplier Due Diligence

- a. The Gauteng Department of Health reserves the right to conduct supplier due diligence prior to final award of the tender or at any time during the evaluation process. This may include any stage of evaluation such as mandatory, sample or price and preference point evaluation.



THE SPECIAL CONDITION OF GT/GDH/037/2025: THE SUPPLY AND DELIVERY OF HIGH-RISK INFECTION CONTROL GOWNS AND HIGH-RISK EXAMINATION GLOVES FOR FORENSIC PATHOLOGY SERVICES LABORATORIES FOR A PERIOD OF THREE YEARS

- b. The bidders must ensure that there are no discrepancies between the submissions of the Price Schedule Annexures and SBDs. If any discrepancies are detected, the BEC will decide and use one document that will take precedence over the other. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.

7.33. Purchase Orders

- a. Service Providers should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.
- b. Service Providers should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract. Please note that no deliveries should be made unless an official and authorised order form has been received from the Gauteng Department of Health.
- c. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.

7.34. Price Adjustments

- a. Unless prior approval has been obtained from Contract Management, no adjustment in contract prices will be made.
- b. Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- c. Contract price adjustment (CPA) applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.
- d. In the event where the supplier's CPA application, based on the above formula and parameters, differs from Contract Management's verification, Contract Management will consult with the supplier to resolve the differences.



THE SPECIAL CONDITION OF GT/GDH/037/2025: THE SUPPLY AND DELIVERY OF HIGH-RISK INFECTION CONTROL GOWNS AND HIGH-RISK EXAMINATION GLOVES FOR FORENSIC PATHOLOGY SERVICES LABORATORIES FOR A PERIOD OF THREE YEARS

7.35. Post Award Reporting

Historical Data:

All successful bidders may be required to submit historical value and volume reports via e-mail on a quarterly (3) or monthly basis to:

Gauteng Department of Health, Directorate: Acquisition and Contract Management

7.36. Technical Enquiries

All technical queries must be e-mailed to:

Dr. N.N Dladla

Nonjabulo.Dladla@gauteng.gov.za

All SCM administrative queries be e-mailed to:

Masoto.malele@gauteng.gov.za

N.B. All questions regarding the specification must be submitted 5 days before the closing date of the tender.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SERVICE DESCRIPTION

AGREEMENT ENTERED INTO BY AND BETWEEN THE GAUTENG PROVINCIAL GOVERNMENT IN ITS _____

AND HEREIN REPRESENTED BY _____ IN HIS /
HER CAPACITY AS _____ AND AS SUCH DULY
AUTHORISED ("THE END USER")

AND

_____ A COMPANY WITH LIMITED
LIABILITY AND DULY INCORPORATED IN TERMS OF THE COMPANY
LAWS OF THE REPUBLIC SOUTH AFRICA, WITH COMPANY
REGISTRATION NO _____ AND PRINCIPAL PLACE
OF BUSINESS AT _____ AND HEREIN REPRESENTED
BY _____ IN HIS / HER CAPACITY AS
_____ AND AS SUCH DULY AUTHORISED
("THE SUPPLIER").

AND WHEREAS

The Supplier is the preferred supplier for the supply, delivery, installation, commissioning and maintenance of office equipment and labour saving devices ("equipment") in terms of the contract.

AND WHEREAS

The End user is, from time to time, desirous of hiring from the supplier one or more equipment, and the Supplier is in turn desirous of renting such equipment to the End user

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1 NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.1 Rules of interpretation. In this Agreement:-

1.1.1 clause headings are for convenience and are not to be used in its interpretation;

1.1.2 unless the context indicates a contrary intention an expression which denotes:-

1.1.2.1 any gender shall include the other genders;

1.1.2.2 a natural person shall include a juristic person and vice versa;

1.1.2.3 the singular shall include the plural and vice versa; and

1.1.2.4 references to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.

1.2 Meanings of expressions and words. In this Agreement the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning: -

1.2.1 **Agreement** means this agreement read together with the General and Special Conditions of Contract of Contract RT3-2009R which form an integral part of this Agreement

1.2.2 **Copy Charges** means the consideration, where applicable, (or, as the context may require, part thereof) payable by the End-user to the Supplier for the maintenance to be provided by the Supplier in terms hereof, which is the amount payable for each black and white or colour copy (as the case may be) that is produced by the equipment at the rate as set out in Addendum 1 of this Agreement, and which is calculated by multiplying the total black and white or colour copies (as the case may be) so produced during a copy period by the charge payable for each black and white or colour copy (as the case may be) as stipulated in Addendum 1 of this Agreement.

1.2.3 **Copy Period** means a period of one calendar month, each month commencing on the 1st day of each month (except the first period, which will be the period from Commencement Date until the last day of that calendar month). Copy Period means the period during which copies are made, calculated by means of an opening and closing meter reading, on a monthly basis.

1.2.4 **End-user** means the government institution described on

page one hereof.

- 1.2.5 **Equipment** means all or any, as the context may require, of the equipment which is/are or will be the subject matter of this Agreement and which are more fully described in Addendum 1 of this Agreement.
- 1.2.6 **Initial Period** means the period of 36 (thirty six) months from the Commencement Date.
- 1.2.7 **Maintenance** means the obligation assumed by the Supplier to maintain the relevant equipment in proper and efficient operating condition on the terms as set out herein and in accordance with the specifications applicable to the relevant equipment.
- 1.2.8 **Rental** means the consideration payable by the End-user to the Supplier for the use of the equipment in the amounts as stipulated in Addendum 1 of this Agreement.
- 1.2.9 **Working day** means days on which business is generally conducted, i.e. Saturdays, Sundays and official public holidays excluded.
- 1.2.10 **Commencement date** means the date on which the installation and commissioning of equipment is completed.
- 1.2.11 **Material breach** means an event that goes to the root of this agreement.
- 1.2.12 **Month** means calendar month.
- 1.2.14 **Termination date** means 36 months after the commencement date.

2. DURATION AND TERMINATION

- 2.1 This agreement shall commence upon the commencement and shall endure for a period of 36 months and automatically terminate on the termination date by effluxion of time, unless terminated earlier or extended in terms of the provisions of this contract;
- 2.2 This agreement, may at the sole discretion of the End user, be extended in writing for a maximum period of twenty four months on the same terms and conditions except for the rental which shall be reduced by 75% (seventy five percent) of the rental specified herein.

3. OBLIGATIONS OF THE SUPPLIER

3.1 DELIVERY AND INSTALLATION

3.1.1 The Supplier undertakes to:

3.1.1.1 deliver the equipment conforming exactly to the description of the equipment as specified in addendum 1 of this agreement;

3.1.1.2 deliver and install new and unused equipment at the location selected by the End-user;

3.1.1.3 ensure that the equipment is delivered and installed in good condition and working order;

3.2 MAINTENANCE

The Supplier undertakes to:

3.2.1 ensure that the equipment performs in accordance with the manufacturer's specifications;

3.2.2 keep and maintain the equipment rented by the End-user in good and proper condition and working order and in such manner that the End-user will have the use thereof in an efficient operating condition, and to take such reasonable preventative action as may be necessary or open to it in order to limit the incidence and frequency of breakdowns of equipment to a minimum.

3.2.3 for this purpose The Supplier shall ensure that a qualified technician responds promptly to any notification of the End user of a breakdown or malfunction of any equipment.

The response time on such notification shall be as follows:

3.2.4 forthwith provide temporary loan equipment to the End-user if the fault in the equipment cannot be repaired, or is not expected to be reasonably repaired, within the period as set out in of this Agreement.

- 3.2.5 the availability of an adequate number of qualified technicians and personnel on a full-time basis to perform the maintenance required under this Agreement;
- 3.2.6 to make available the services of a fully qualified technician from 08h30 to 16h30 each working day to carry out preventative maintenance on the equipment;
- 3.2.7 to supply the quantities of spare parts, toner, developer, fuser oil and other consumables necessary to keep the equipment in proper operating condition;
- 3.2.8 to make available of full coverage maintenance, including preventive maintenance, all service calls and replacement all defectives or worn parts including expandable parts, and all consumable supplies. Should the Supplier fail to provide any of the consumables, or repair or replace with an equivalent unit, any equipment as required, then the Rental Copy Charges for the relevant month in respect of such equipment shall be forfeited by the Supplier and accordingly the End-user shall not be required to pay such rental and copy charges. Should the Supplier not have remedied the failure within 10 (ten) working days of notice from the Enduser then the End-user shall be entitled on written notice to the Supplier to immediately terminate the Agreement in respect of the relevant equipment at no additional cost or penalty to the End-user and the Supplier shall be obliged to remove the relevant equipment listed in the Agreement at is sole cost and expense;
- 3.2.9 remove the equipment from location of the End-user on termination of this Agreement at no additional charge;
- 3.2.10 perform all the services in terms of this contract with due care skill, efficiency and diligence in accordance with the best professional practice;

3.3 PRODUCT SUPPORT

- 3.3.1 The Supplier will from time to time and to the extent that is reasonably necessary or required by the End-user for the proper utilisation of the equipment, provide advice and assistance to the End-user and to provide such reports and data relevant to the usage of the equipment as may reasonably be required by the End-user.
- 3.3.2 Without limiting the generality of its obligations under clause
- 3.3.1 The Supplier hereby authorises the End-user to install access key control devices on the relevant equipment and will provide all necessary assistance to ensure the proper integration of the access key control devices with the equipment. The Supplier shall also assist the End-user in the installation of any copy control devices and copy management devices on the equipment as may be reasonably required by the End-user.
- 3.3.3 Where The Supplier or any of its employees, agents or independent contractors ("Representatives") accesses the premises of the End-

user, under or pursuant to, the terms of this Agreement, The Supplier and its representatives shall abide by and comply with the safety, health and environmental policies and procedures and other lawful directions of the End-user.

3.4 TRAINING

- 3.4.1 On installation of the equipment, The Supplier shall provide adequate training to the personnel of the End-user at no additional charge.
- 3.4.2 Instruction manuals shall also be provided by the Supplier free of charge for all equipment rented in terms of this agreement. The instruction manuals shall contain, but not be limited to, the following information:
 - 3.4.2.1 Defining the capabilities of the equipment (specification).
 - 3.4.2.2 Describing the technical operations of the equipment.
 - 3.4.2.3 Describing the use criteria of the equipment.
- 3.4.3 The Supplier shall also provide such further training may be required by the End User from time to time.

3.5 INDEMNITY AND INSURANCE

The Supplier hereby:

- 3.5.1 Undertakes, at its own expense, to indemnify, protect and defend the End User from and against all actions, claims, losses or damages arising from any negligent act or omission by the Supplier including but not limited to all damages or loss which may be payable or arise as a result of any claim or proceedings in respect of the death, injury to any person and the loss or damage to any property which may arise out of or in consequence of the execution of any obligations in terms of this agreement;
- 3.5.2 at its expense take out and keep in force in respect of the indemnity given by it in terms of this agreement a public liability insurance policy providing cover with a limit of not less than R 3 000 000-00 (three million rand) for any one occurrence of an insured peril in any year and unlimited as to cumulative amount in respect of more than one such occurrence in any year;

3.6 SUBCONTRACTING

It is recorded that:

- 3.6.1 The Supplier will be entitled to appoint suitably qualified subcontractors who satisfy the eligibility criteria applicable to the award of the contract to perform all or any of its obligations arising from this Agreement;

- 3.6.2 No sub-contract can create contractual relations between any subcontractor and End- User;
- 3.6.3 The Supplier shall be responsible for all the acts, defaults and negligence of its subcontractors and their experts, agents or employees as if they were acts, defaults or negligence of the Supplier shall not be absolved from its responsibility from under this clause on the basis that such person was acting outside the scope of its engagement by The Supplier.
- 3.6.4 The Supplier will provide the End user with a list (regularly updated for the duration of this agreement) of all the subcontractors that it intends using to perform all or any of its functions in terms of this agreement.

3.7 CONFIDENTIALITY

- 3.7.1 The Supplier shall treat all documents and information received in connection with this agreement as private and confidential, and shall not, save in so far as may be necessary for the purposes of performance thereof, publish or disclose any particulars without the prior written consent of the End user.

4. OBLIGATIONS OF THE END - USER

- 4.1 The End - user undertakes to:
 - 4.1.1 Use the equipment for the purpose that it is intended and in accordance with any reasonable manufacturers' instructions and user manual as to the use thereof;
 - 4.1.2 Keep the equipment in its possession and custody and control at its premises in accordance with the same policies and procedures that the End user applies in respect of its own assets and equipment;
 - 4.1.3 Advise the supplier prior to relocation equipment.
 - 4.1.4 Allow the supplier or its representatives reasonable access to the inspection of the equipment on prior written notice;
 - 4.1.5 Undertakes to ensure that the installation area, access ways, electrical supply and where relevant, the IT configuration of its premises and other equipment or any network are suitable for the installation, passage and electrical/or electronic connection of the equipment when it is delivered for installation and thereafter.

5. BREACH

- 5.1 Either party commits a breach of contract where it fails to discharge any of its obligations in terms of this agreement;
- 5.2 Should either party commit a material breach of this agreement ("the defaulting party") and fail to remedy such breach within ten (10) days of written demand from the other party ("the aggrieved party") then the aggrieved party may, in addition to any other rights and remedies that it may have, including the right to claim damages:-
 - 5.2.1 Claim specific performance ;

- 5.2.2 or Terminate this agreement, such termination to be effective immediately upon receipt by the defaulting party of written notice to that effect
- 5.3 In any case where the End – User is entitled to damages, then the End-user may claim such damages from the Supplier;
- 5.4 This agreement shall automatically and without notice terminate upon occurrence of the following events:
- 5.4.1 a receiver, liquidator or administrator is appointed over any of the property or assets of that the Supplier;
- 5.4.2 the Supplier makes any voluntary arrangement with its creditors by reason of financial difficulty or becomes subject to an administration order, or provisional or final liquidation or insolvency order;
- 5.4.3 the Supplier goes into liquidation or is declared insolvent;
- or
- 5.4.4 that the Supplier ceases, or threatens to cease, to carry on business.

6. PAYMENT

The End – User shall pay the Supplier:

- 6.1 the rental applicable to the contract at the time of signing this agreement which rental shall be fixed for the entire initial rental period of 36 months. In the event of the extension of the contract, the rental shall reduce by 75% of the original rental The first Rental Charge shall be paid after the Commencement Date of the Agreement, within 30 days of the date of the original copy of statement or tax invoice to the Enduser and shall thereafter be payable monthly in arrear within 30 days of the last day of the month in which The Supplier delivers an original copy of statement and tax invoice to the End-user.
- 6.2 Copy Charges, applicable on the contract at the time of signing this Agreement will apply and would thereafter be adjusted on the thirteenth month and twenty-fifth month of the contract period.
- 6.3 The first of the Copy Charges shall be paid within thirty (30) days in which the original copy of statement and tax invoice in respect thereof is rendered, and shall thereafter be payable monthly in arrears on the first day of the month following the month in respect whereof the Copy Charge has arisen or within 30 days of the last day of the month in which the original copy of statement and tax invoice is delivered to the End-user, whichever is the later.
- 6.4 Payment shall be paid by electronic means into bank account :
Name :
Bank :
Branch :
Account number :
- 6.5 No other charges other than those set out herein will be payable for any other service rendered unless specifically agreed to in writing by the parties

7. NOTICES AND DOMICILIA

7.1 The parties select as their respective domicile citandi et executandi the following addresses:

7.1.1 End User
Physical address
Postal Address
Telephone No.
Fax No.
Email
Contact person

7.1.2 Supplier
Physical address
Postal Address
Telephone no
Fax No
Email
Contact person

Or such other address, telefax or telephone number as may be substituted by notice as herein required

7.2 Any notice addressed to a party at its physical or postal address shall be sent by prepaid registered post or delivered by hand or sent by telefax.

7.3 Any notice shall be deemed to have been given:

7.3.1 if posted 14 calendar days after the date of posting;

7.3.2 if hand delivered, on the day of the delivery; The parties may communicate by electronic means.

7.4.3 if sent by telefax, on the date and time of sending, which telefax, is evidenced by a fax confirmation print out.

8. GENERAL

8.1 **Whole Agreement.** This Agreement constitutes the entire Agreement between the Parties in respect of the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties or promises not recorded in this Agreement.

8.2 **No Variation.** This agreement together with General Conditions of Contract, Special Conditions of the contract and all Standard Bidding Documents constitutes the entire agreement between the parties. No variation or consensual cancellation of this Agreement and no addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

8.3 **Waiver.** No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be

effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 8.4 **Severability.** Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.
- 8.5 **Applicable Law.** This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
- 8.6 **Jurisdiction.** The Parties hereto hereby consent and submit to the jurisdiction of such High Court of South Africa, in any dispute arising from or in connection with this Agreement.
- 8.7 **Survival.** Notwithstanding termination of this Agreement, any clause which, from the context, contemplates ongoing rights and obligations of the parties, shall survive such termination and continue to be of full force and effect.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2025.

END USER

WITNESSES

1. _____

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2025.

SUPPLIER

WITNESSES

1. _____

2. _____



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

INTEGRITY PACT FOR BUSINESSES



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA



FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8¹, copy of which is attached marked Annexure A, and that:
 - 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
 - 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

¹ Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 th Floor 94 Pritchard Street Johannesburg



- 8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:
- Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
 - Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
 - Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



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GAUTENG ETHICS & ANTI CORRUPTION

- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
 - 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
 - 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
 - 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
 - 10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
 - 10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
 - 10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
 - 10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
 - 10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.



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11 CONFLICT OF INTEREST

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and 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 documents 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed 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 of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)