 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1>Provincial Supply Chain Management</h1>								
		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	
FACSIMILIE	
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:

 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.

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	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 ANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Date	
Position		Name of the Bidder	



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

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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

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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

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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.

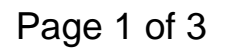
This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

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

EVALUATION METHODOLOGY PROCESS

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STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	
Preference Points (Specific Goals)	
TOTAL	

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	
1.	
	POINTS ALLOCATED
2.	
	POINTS ALLOCATED
3.	
	POINTS ALLOCATED
4.	
	POINTS ALLOCATED
5.	
	POINTS ALLOCATED

***It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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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						



**SPECIAL CONDITIONS OF CONTRACT: FOR THE SUPPLY AND DELIVERY OF LINEN TO
GAUTENG DEPARTMENT OF HEALTH FACILITIES (HOSPITALS, CLINICS, EMS AND FMS) FOR
A PERIOD OF THREE YEARS (36 MONTHS)**

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6. THE EVALUATION OF THE BID
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8. SPECIAL CONDITIONS
9. ENQUIRIES



**SPECIAL CONDITIONS OF CONTRACT: FOR THE SUPPLY AND DELIVERY OF LINEN TO
GAUTENG DEPARTMENT OF HEALTH FACILITIES (HOSPITALS, CLINICS, EMS AND FMS) FOR
A PERIOD OF THREE YEARS (36 MONTHS)**

ABBREVIATIONS

BAC	: Bid Adjudication Committee
B-BBEE	: Broad Based Black Economic Empowerment
BEC	: Bid Evaluation Committee
BSC	: Bid Specification Committee
CIPC	: Companies and Intellectual Property Commission
COIDA	: Compensation of Occupational Injuries and Disease Act
EME	: Exempted Micro Enterprise
EMS	: Emergency Medical Services
FMS	: Forensic Medical Services
GCC	: General Conditions of Contract
GPT	: Gauteng Provincial Treasury
ISO	: International Standards Organization /Organization for Standardization
OHS	: Occupational Health and Safety
PPPFA	: Preferential Procurement Policy Framework Act
QSE	: A qualifying Small Business Enterprise
RFP	: Request for Proposal
SABS	: South African Bureau of Standards
SANAS	: South African National Accreditation System
SANS	: South African National Standards
SCC	: Special Conditions of Contract
TCC	: Tax Clearance Certificate
VAT	: Value- Added Tax



SPECIAL CONDITIONS OF CONTRACT: FOR THE SUPPLY AND DELIVERY OF LINEN TO GAUTENG DEPARTMENT OF HEALTH FACILITIES (HOSPITALS, CLINICS, EMS AND FMS) FOR A PERIOD OF THREE YEARS (36 MONTHS)

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1. PURPOSE

The purpose of this tender is to appoint prospective bidder/s to supply and deliver linen to Gauteng Department of Health facilities (Hospitals, Clinics, EMS and FMS) for a period of three years.

2. BACKGROUND

The Gauteng Department of Health is responsible for procuring linen for hospitals, clinics, EMS and FMS for all Gauteng health facilities. The aim is to place a tender to eliminate the lengthy processes of procuring through Request for Quotation and achieve the economics of scale by placing a contract for a period of three years.

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 (SCC):

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.

3.3. OTHER LEGAL PRESCRIPTS INCLUDE BUT NOT LIMITED TO THE FOLLOWING:

- a) Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b) Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993 as amended)
- c) Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- e) Preferential Procurement Regulations, 2022
- f) Open Tender Framework of 2019



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- g) Gauteng Finance Management Supplementary Amendment Act, 2019 (Act No. 6 of 2019)
- h) Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996)
- i) Protection of Information Act, 1982 (Act No. 84 of 1982)
- j) Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- k) Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- l) Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

3.4. APPLICABLE QUALITY STANDARDS

The product(s) offered shall in respect of all matters arising from the fulfilment of the contract comply with all standards as amended that are applicable to the products. In this regard, special reference is, inter alia made to the following standards, which do not constitute an exhaustive list.

- a) CKS 129: Colours for textiles.
- b) ISO 13934-1: 2013, specifies a procedure to determine the maximum force and elongation at maximum force of textile fabrics using a strip method.
- c) ISO 13937 - 2: 200: Determination of tear properties of fabrics method
- d) ISO 5077. 2007: Determination of dimensional change in washing and drying
- e) SANS 1387: woven cotton and similar apparel fabrics Part-1, Basic Requirements for Piece-Goods
- f) SANS 1401-1: 2.01ED 2007- Woven Cotton and Similar Household Fabrics and Articles - Part 1: Basic Requirements for Piece-Goods and Made-Up Articles.
- g) SANS1270: General requirements for woven textile and piece -good and articles
- h) SANS1362 – Sewing Threads
- i) SP120: Spun Polyester Sewing Thread
- j) SP180: Coats Sewing Thread
- k) TKT26: Our 100% polyester sewing machine thread.

NOTE: Should there be any updated version of any stated regulations or standard in this document; the updated version shall be applicable in practice.



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4. FORMAT OF THE BID SUBMISSION

The bidders are requested to observe the format in which the bid must be submitted, as per Table 1 below.

Table 1: Format of Bid Submission

Part of Bid Submission	Required documents
Part 1	<p>Section 1: Technical Proposal of the tender</p> <p>All the documents included in Section 1 of the tender document must be read, completed, signed where applicable and submitted in English language.</p> <ol style="list-style-type: none"> 1. SBD 01: Invitation to Bid 2. SBD 4: Bidder's Disclosure 3. Authorization letter/ CIPC/Shareholder certificate If a bidder signs the SBD forms as the owner of the company, bidder must submit proof of ownership (CIPC/Shareholder certificate) or a signed authorization letter on the letter head authorizing the delegate to sign on behalf of the company. 4. RFP 10.1: List of Samples Bidders must complete RFP 10.1 and attached it on the bid document. Bidders must ensure that they select the item number/s for the item/s that sample/s will be submitted. 5. Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents on the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must Submit a separate Tax Compliance Status 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. 6. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
Part 2	<p>Other supporting documents of proof required including for functionality evaluation (see Evaluation Methodology) to be submitted.</p> <ol style="list-style-type: none"> a. Organizational structure of the company. b. Company profile c. Bidder to submit proof of registration with the textile bargaining council.



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	<ul style="list-style-type: none"> d. Bidder to submit Project Plan indicating, ordering method/s with the textile manufacturer/ distributor. e. Bidder to submit a signed employment contract between the employee and employer with at least 3 staff / team members for the production line. f. Bidder to submit contactable reference letters relevant to the bid on the letterhead either from private or public sector in South Africa. g. Bidder to provide quality assurance processes plan addressing quality workmanship (e.g., stitches, buttonholes). h. Bidder to submit copy of contractual proof such as award letter/ SLA / PO indicating the type of service conducted, and the duration of the contract in years. i. Bidder to submit proof of a minimum of two vehicles capable to deliver linen (e.g. Closed bakkie or panel van). Bidder to submit a copy of Natis certificate as proof of transport ownership or a lease agreement stating the number of leased vehicles and the duration of the lease or a letter of agreement signed by both parties, stating the number of leased vehicles and the duration of the lease or a signed letter of Authorization / Affidavit signed by commissioner of Oath. j. Bidder to submit proof of building / working premises complying with the health and safety standards. A municipal account with a valid copy of OHS certificate or a copy of title deed with a valid copy of OHS certificate or a lease agreement/ letter of agreement with a valid copy of OHS certificate to be submitted.
Part 3	<p>Section 2: Financial Proposal of the tender.</p> <p>Completed Price Schedule document, referred to as Annexure A of the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a memory stick.</p> <ul style="list-style-type: none"> 1. SBD 3.1 Price Schedule (goods) 2. SBD 3.2: Price Schedule – Non-Firm Prices 3. Annexure A: Price Schedule 4. SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2022



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5. SCOPE OF WORK

5.1. BIDDER'S EXPECTATION:

- a) The successful bidder is expected to supply and deliver linen to all GDoH facilities.
- b) Ensure that all items tendered for are compliant to relevant quality standards and specifications as provided on Annexure-A
- c) Deliver according to the agreed lead times as stipulated on the special conditions.
- d) Have their own transport compatible for transporting linen products. The transport must be enclosed / fully covered to protect linen against wet conditions in case of rain while onboard delivering to the facilities.
- e) Have accessible Occupational Health Compliant premises within Gauteng Province.
- f) Working relevant machines or a proof of lease or outsourcing of the services.
- g) To provide contingency plan in-cases of strikes, accidents, or disaster.
- h) To have relevant experience with contactable references in handling and supply of linen.
- i) To be registered with the textile bargaining council where applicable.
- j) Register with department of labour for unemployment insurance fund (UIF) and compensation of occupational Injuries and disease Acts (COIDA).
- k) Working office tools for placing orders such as computers and telephone lines.

5.1.1. BRANDING REQUIREMENTS.

Bidder is expected to provide branding to linen as follows,

- a) All linen must be engraved with the departmental logo as depicted on figure 1 below. Logo colour specifications and sizes are provided on figure 2. The descriptor is to be applied in a step and repeat pattern on linen. Example is given on figure 3 (figure is provided as an exemplar).
 - Primary font: Frutiger 45 Bold.
 - On white – full colour descriptor.
 - On theatre linen, black colour must be used for the emblem.
- b) The name of the facility must be engraved with big bold letters written once in the middle of the garment with a font size of 48 in CAPITAL LETTERS in a royal blue colour.



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Figure: 1



6.1.2. Printing on Linen.

Department of Health Descriptor is the Organisation's Blue (Pantone Reflex Blue C), Gold and Grey.

Colour Specifications are indicated on figure 2 below.

Figure: 2.

GPG CORPORATE COLOUR

Pantone Reflex Blue® C			
C = 100	R = 0		
M = 74	G = 76		
Y = 0	B = 154		
K = 0			

PRIMARY COLOURS

Pantone 8241 C			
C = 68	R = 88		
M = 32	G = 144		
Y = 29	B = 163		
K = 1			

Pantone 871 C			
C = 37	R = 173		
M = 36	G = 153		
Y = 67	B = 97		
K = 4			

Pantone 431 C			
C = 15	R = 118		
M = 0	G = 129		
Y = 0	B = 135		
K = 60			



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Figure: 3.



Items to be engraved:

- Doctors white coat must be engraved with departmental logo at opposite side of the pocket.
- All other linen items must be engraved repeatable as per the logo provided on figure 1 and the name of the facility as per 5.1.1 (b).
- The linen bag will only be engraved with the name of the facility.

5.2. ENTITIES SPLIT INTO DISTRICTS

- GDOH is divided into five (5) Districts, entities are clustered according to districts.
- Bidders MUST select one Primary District only as provided on table 2 below. A bidder that selected more than one Primary District will be disqualified.
- Bidders may select one or more of the listed Districts as their secondary options, if a bidder fails to select a preferred choice on the below table provided, the bidder will not be considered for further evaluation.



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- The respective Districts are indicated as follows:

Table 2: Five Districts

GAUTENG DEPARTMENT OF HEALTH DISTRICTS					
OPTIONS	JOHANNESBURG	TSHWANE	EKURHULENI	WEST RAND	SEDIBENG
Primary District					
Secondary District					

NB: Failure to Select on the table provided for selecting preferred district will lead to a bid not considered for further evaluation.

6. THE EVALUATION OF THE BID

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

Stage 1A: Mandatory Administrative Compliance

Stage 1B: Functionality Evaluation

Stage 1C: Sample Evaluation

Stage 2: Price and Specific Goals 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 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

6.1 STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE

All bids received will be subjected to a mandatory administrative compliance in line with the below requirements. This phase is not scored and any bidder who fails to comply with any of the said mandatory criteria will be disqualified.

Bidders must submit completed and signed SBD forms:

1. SBD 01: Invitation to Bid
2. SBD 4: Bidder's Disclosure



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6.2 STAGE1B: FUNCTIONALITY EVALUATION

Only bidders who have complied with all the mandatory administrative requirements will be considered for the functionality evaluation.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for functionality, based on the criteria, as per Table 3: The Functionality Evaluation Scoring Table for the supply, and delivery of linen.

Bidders must, as part of the bid documents, submit supporting documents for all functionality requirements, as indicated further below.

The minimum threshold score of 60 points out of 90 points for functionality shall apply. Bids will be declared non-responsive and disqualified, if such a bid does not meet the threshold of 60 points.

NB: bidders will be evaluated based on the district selected.

Table 3: The Functionality Evaluation Scoring.

No.	Criteria	Scoring Points	Points Allocated
1	a) Capability to deliver the hospital linen as per the specification.	<p>1.1. Bidder to submit Project Plan indicating:</p> <ul style="list-style-type: none"> Ordering method/s from the source of supply to the end customer. (10 points) <p>1.2. Bidder to submit signed employment contracts between the employee and employer of least 3 staff / team members and their CVs for the production / distribution (10 points).</p> <p>Failure by the bidder to submit the 3-employment contracts and cvs will score Zero. (0 point)</p> <p>1.3. Bidder will score full points by submitting any of the documents listed below. Bidder may only submit one documentary proof. (10 points)</p>	30



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		<ul style="list-style-type: none"> • Two Natis certificates as proof of transport ownership • A lease agreement stating the number of leased vehicles and the duration of the lease. • Letter of agreement signed by both parties, stating the number of leased vehicles and the duration of the lease. • A signed letter of Authorisation / Affidavit signed by commissioner of Oath. <p>No proof of transport submitted (0 points)</p>	
2.	a) Contactable reference letters in delivering hospital linen.	<p>2.1 Bidder must provide contactable reference letters on the letterhead from private or public sector in South Africa where delivery of linen was conducted. The letter must state whether the client was satisfied with the deliveries, State description of the work conducted, year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate.</p> <ul style="list-style-type: none"> • 0 Points = No Letter submitted • 2 points = 1 Letters • 4 points = 2 Letters • 6 points = 3 Letters • 8 points = 4 Letters • 10 points = 5 letters and more <p>NB: A reference letter without all the details as stated above will not be considered.</p>	10
3.	a) Relevant number of years of experience in manufacturing and / or distributing,	<p>Bidder must submit copy of contractual proof such as award letter/ SLA / PO indicating the type of service conducted, and the duration of the contract in years. Contract completed in months will be combined or added to a year. The number of years will be based on the</p>	15



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	supplying and delivering linen.	combined duration of one or more contracts or appointment letters. Years of experience will be evaluated as follows: <ul style="list-style-type: none"> • 2 points = less than 2 years • 4 points = 2 years and above • 8 points = 3 years and above • 12 points = 4 years and above • 15 points = 5 years and more No documentary proof submitted (0 points)	
4.	a) Quality assurance processes:	3.1 Bidder to provide quality assurance processes plan addressing quality workmanship as following: <ul style="list-style-type: none"> • Cutting (5) • Marking (5) • Trim (5) • Packaging (5) • Labelling (5) • Sizes and colour coding (5) • Patterns (5) No quality assurance process submitted (0 points)	35
5.	b) Building /working premises complying with the health and safety standards.	Bidder will score full points by submitting any of the documents listed below. Bidder may only submit one documentary proof. (5 points) <ul style="list-style-type: none"> • Municipal account with a valid copy of OHS certificate. • A copy of title deed with a valid copy of OHS certificate. • A lease agreement/ letter of agreement with a valid copy of OHS certificate. No proof provided (0)	5
Total			90
Threshold			60



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6.3 STAGE1C: SAMPLE EVALUATION

Only bidders who complied with the functionality evaluation will be considered for the sample evaluation. All such bids received will be subjected to a mandatory sample evaluation. Shortlisted bidders will be required to submit samples within 14 working days after being contacted by the department. Failure to submit samples within the stipulated days will invalidate the bid and not be considered for next stage of evaluation.

Bidders will be evaluated for sample evaluation as per specifications provided on Annexure-A, where (Yes indicates compliance to specification, No indicates non-compliance). A bidder with a non-compliant specification will be disqualified for that specific item.

Samples

Bidders must submit at least two new samples per item/series that are still sealed and unopened in the original packaging for the sample evaluation. Submitted samples will be compared against the specification provided on Annexure-A.

The Department reserves the right to request the shortlisted compliant bidders to submit samples for further testing at Masakhane Provincial Laundry and Cook Freeze Factory.

All the samples must be delivered at Masakhane Provincial Laundry and Cook Freeze Factory for testing purposes.

All the samples must be a true representation of the products, which will be supplied. All submitted samples of awarded items will be retained for the period of the contract.

Submission of Samples

Samples must be submitted for each item for which a bid response is submitted together with RFP 10.1.

Bids in respect of items for which samples were not submitted will be disregarded.

All samples must be delivered directly to the following address:

Masakhane Provincial Laundry

06 Piet Pretorius street

Rosslyn

0200



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Inquiries: Tel. no.: (012) 564-6300

Sample boxes must be marked using the format, e.g., 1 of 3, 2 of 3, 3 of 3 etc. this is imperative to ensure the total number of sample boxes delivered is accounted.

Samples must comply with all legal prescripts.

No samples must be sent to the Department of Health at 45 Commissioner Johannesburg.

Pre-award sample compliance

The items must comply with the specification and standards, as stated in the terms of reference (applicable quality standards). Samples of products offered will be evaluation to determine compliance with the specification and standards.

Packaging and marking of samples.

Samples that are submitted by the bidders or requested by the Department for evaluation must be submitted and placed on a suitable packaging and clearly marked on the outside as follows: the RFP/Tender number, RFP item number, and the Bidder's /Agent name and address.

All samples including the labelling requirements must be a true presentation of the product that will be supplied during the contract period.

Proposals not supported by availability of samples, when requested, will be disregarded when not submitted.

In addition, the bidders will be requested to demonstrate compliance to the relevant Standards and Specifications.

On notification of being successful, the bidders will be requested to provide six (6) additional samples to be retained for the contract period.

Quality

All samples must comply with the SANS, CKS, ISO or equivalent standards. Where specific standard/s is different from the applicable materials standards provided, the

quality of the products offered must not be less than the requirements of specifications / or standards as stated in the terms of reference.



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7. STAGE 2: PRICE AND SPECIFIC GOALS POINTS

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 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.

Bidders are required to submit fully completed:

- The SBD 3.1 Pricing Schedules
- Annexure-A for pricing schedule and
- The SBD 6.1 for Price and Specific goals Preference Point claim.

For this tender the Gauteng Department of Health has applied the specific goals as follows:

Table 4. Price and specific goals point allocation.

PRICE AND SPECIFIC GOAL REQUIREMENTS	POINTS FOR 80/20	POINTS FOR 90/10	DOCUMENTARY PROOF REQUIRED
Points For Price	80	90	The SBD 3.1 Pricing Schedules
SPECIFIC GOALS	20	10	
POINTS FOR SPECIFIC GOAL (1): The Department will promote enterprises with 51% black people ownership	6	3	Valid copy of BBBEE certificate or a valid copy of an Affidavit signed by commissioner of Oath.
POINTS FOR SPECIFIC GOAL (2): Local Production and Content	8	4	If the bidder is not the original manufacturer of the product/s, a copy of the Letter/s from the original manufacturer of the product/s, reseller or wholesale supplier that authorizes the bidder to resell the product/s Or if the bidder is a manufacturer (not sourcing products from another company), a confirmation letter/s stating that product/s will be produced and distributed from own facility should be attached.



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POINTS FOR SPECIFIC GOAL (3): The creation of new jobs or the intensification of labour absorption	6	3	Contracts of appointees for internship programme (signed by employer and employee) or Contracts of newly appointed employees (Contracts signed by employer and employee should not older than 2 years)
Total points for price and specific goals	100	100	

Failure by the bidder to submit proof or documentation required in terms of this tender, will forfeit preference points claim for specific goals.

The GDoH reserves the right, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required.

8. SPECIAL CONDITIONS

8.1. HIGHLY RECOMMENDED BRIEFING SESSION

Bidders may attend a highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date.

NB: Bidders will not be disqualified for not attending the non-compulsory briefing session.

8.2. THE COMPLETION OF THE PRICE SCHEDULE

Bidders are required to complete the pricing schedules for all items bidding for. Non-compliance with this condition shall invalidate the bid.

Product information documents (e.g. catalogues, brochure, etc.), in at least the English language, may accompany the bid documents where the bidder deemed it relevant.

It is the responsibility of the bidder to provide the participating institutions with adequate information on all products.

8.3. SUBMISSION OF BID DETAILS AND DEADLINE

All the completed and signed tenders must be submitted before or on the closing date of the tender and not later than 11h00 local time.



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Completed and signed tenders must be submitted at the tender box at:

Gauteng Department of Health Tender Box, Ground Floor, 11 Diagonal Street - Newtown –Johannesburg – 2000.

The bidders must submit the electronic (Annexure-A in excel) and original bid in hard copy format (paper document). The hard copy of the bid response will serve as the legal bid document and must be signed in ink.

The bidders must ensure that there are no discrepancies between the electronic copy and original hard copy submissions. The Gauteng Department of Health reserves the right in its sole discretion to discard a bid, if there are discrepancies between the hard copy and the electronic (soft) copy. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.

The Annexure-A Price schedule must be included, as well as an electronic copy in Excel format (not PDF), captured and saved on a memory stick. The electronic copy in Excel format must be used by the BEC to compile the evaluation worksheets of the bids.

Original bid with the memory stick must be submitted in a sealed envelope/arch lever file to Gauteng Department of Health, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed.

8.4. 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.

8.5. THE BID AWARD CONDITIONS

- a) The Gauteng Department of Health reserves the right to award the bid per each of the five Gauteng Department of Health Districts, namely Johannesburg, West Rand, Ekurhuleni, Sedibeng and Tshwane.
- b) The Gauteng Department of Health reserves the right to award the bid in part or as a whole
- c) The Gauteng Department of Health reserves the right to negotiate further with preferred bidders where prices are above the market-related price.



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- d) The successful bidders will be required to submit one (1) sample on each of the awarded items that will be retained for the period of the contract.
- e) The service provider must be registered in terms of section 23(1) or 23(3) of the Value-Added Tax Act, 1991 (Act no. 89 of 1991).
- f) All bid prices must be inclusive of 15% Value-Added Tax (VAT), as per section 9 of the Value-Added Tax Act, 1991 (Act no. 89 of 1991).
- g) Bidders must be tax compliant before the award of the tender. No bidder will be awarded the tender if their tax status is not compliant.
- h. The Gauteng Department of Health reserves the right to make multiple bids award.

8.6. BRANDING AND PRINTING

Bidders must comply with the branding and printing requirements as stated on each line item of the specifications.

8.7. POLICIES & PROCEDURES

The successful contractor must always comply with the Gauteng Department of Health policies and procedures as well as maintain a high level of confidentiality of information.

8.8. COSTS

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.

8.9. GUARANTEE

The bidders 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.

8.10. SAMPLES

Submission of Samples

Samples must be submitted for each item for which a bid response is submitted together with RFP 10.1.

Bids in respect of items for which samples were not submitted will be disregarded.

All samples must be delivered directly to the following address:
Masakhane Provincial Laundry
06 Piet Pretorius street



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Rosslyn

0200

Inquiries: Tel. no.: (012) 564-6300

Sample boxes must be marked using the format, e.g., 1 of 3, 2 of 3, 3 of 3 etc. this is imperative to ensure the total number of sample boxes delivered is accounted.

Samples must comply with all legal prescripts.

No samples must be sent to the Department of Health at 45 Commissioner Street, or 11 Diagonal Street – Johannesburg

Pre-award sample compliance

The items must comply with the specification and standards, as stated in the terms of reference (applicable quality standards). Samples of products offered will be evaluated to determine compliance with the specification and standards.

Packaging and marking of samples.

Samples that are submitted by the bidders or requested by the Department for evaluation must be submitted and placed on a suitable packaging and clearly marked on the outside as follows: The RFP/Tender number.

The RFP item number.

The Bidder's /Agent name and address.

All samples including the labelling requirements must be a true presentation of the product that will be supplied during the contract period.

Proposals not supported by availability of samples, when requested, will be disregarded when not submitted.

In addition, the bidders will be requested to demonstrate compliance to the relevant Standards and Specifications.

On notification of being successful, the bidders will be requested to provide six (6) additional sample to be retained for the contract period.

Quality

All samples must comply with the SANS, CKS, ISO or equivalent standards. Where specific standard/s is different from the applicable materials standards provided, the quality of the products offered must not be less than the requirements of specifications / or standards as stated in the terms of reference.

The successful bidder/s will be required to submit samples upon request at the bidder's costs.



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All samples submitted must be a true representation of the item that will be offered during the contract period. Failure to comply will lead to contract termination with immediate effect.

Unsuccessful bidders who have submitted samples might be requested to collect such items within 3 months of the commencement of the contract. Samples not collected within this 3-month period will be disposed of at the discretion of the department. Bidders may be held responsible for disposal costs incurred by the department.

8.11. INVOICING

Invoice/s in duplicate, showing purchase order number, item description, and the contract number, on the copy and mark the original. The supplier must upload the invoice to GPG pay processing and submit one copy to the End-User / Institution.

8.12. PRICE QUALIFICATION:

All prices quoted must include delivery to various Gauteng Health institutions. Please note that non-compliance with the afore mentioned shall invalidate the bid.

The Gauteng Department of Health will benchmark those bidders' prices that would have been awarded the contract on a regular basis to ensure that all prices remain competitive. Non-competitive prices will prompt the Gauteng Department of Health to engage contractors in price adjustment negotiations/reviews. Failure to be competitive will result in cancellation of the contract.

8.13. PERIOD OF VALIDITY

Bids are held to be valid for a period of one hundred and twenty (120) days after the closing date. Should a bidder retract his offer without good reason, in the opinion of the Department, he may be held responsible for the cost of a possible re-tender.

8.14. THE CONTRACT

The contract will be legally constituted once the Department has notified the successful Bidder of the acceptance of the Bid and the Bidder has fully complied with all terms and conditions contained therein.

8.15. 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.



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8.16. FRONTING

- a) The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes 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.
- 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.

8.17. COMMUNICATION

- a) The Directorate: Acquisition and Contract Management, Gauteng Department of Health 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 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 by the bidder must be done in writing.

8.18. CONTRACT PERIOD

The contract period shall be for a period of 3 years.

8.19. PARTICIPATING DEPARTMENTS / INSTITUTIONS

All Gauteng Department of Health institutions will be participating on this tender.



SPECIAL CONDITIONS OF CONTRACT: FOR THE SUPPLY AND DELIVERY OF LINEN TO GAUTENG DEPARTMENT OF HEALTH FACILITIES (HOSPITALS, CLINICS, EMS AND FMS) FOR A PERIOD OF THREE YEARS (36 MONTHS)

8.20. CONTRACT ADMINISTRATION AND SUPPLIER PERFORMANCE MANAGEMENT

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, life centre building, 45 commissioner street, Marshalltown, 2107.

Contractors must advise the institutions or Directorate: Acquisition and Contract Management, Gauteng Department of Health immediately when unforeseeable

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

The day-to-day monitoring of the contractor must be done by the health institutions where the service are rendered.

8.21. PURCHASE ORDERS

Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.

Contractors 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

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.

8.22. DELIVERY LEAD TIMES

Successful bidders must deliver within 30 days from the day of receiving a purchase order form the buying institution.

8.23. TEMPERATURE REQUIREMENTS

All linen items (excluding the pillow inner) supplied must be able to sustain 90⁰ C (degrees Celsius) during the process of drying or washing.

8.24. CUSTOMER SERVICE



SPECIAL CONDITIONS OF CONTRACT: FOR THE SUPPLY AND DELIVERY OF LINEN TO GAUTENG DEPARTMENT OF HEALTH FACILITIES (HOSPITALS, CLINICS, EMS AND FMS) FOR A PERIOD OF THREE YEARS (36 MONTHS)

Bidders are anticipated to provide a technical support programme / initiative that will benefit the GDoH.

Bidders are anticipated to provide after sales service support programme / initiative that will benefit the GDoH.

8.25. PRICE ADJUSTMENT

Unless prior approval has been obtained from Contract Management, no adjustment in contract prices will be made.

Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

Contract price adjustment 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.

In the event where the supplier's Contract price adjustment 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.

An electronic price adjustment calculator will be available on request from Contract Management.

9. ENQUIRIES:

Technical Enquiries

All technical queries must be emailed to:

Mr. Peter Shitlabane at Peter.shitlabane@gauteng.gov.za

Bidding/Administration Enquiries

All bidding/Administration queries must be emailed to:

Acquisition Management team: Thabisile.Matsebula@gauteng.gov.za



Provincial Supply Chain Management

Financial Statements

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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.

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)