

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	INVITATION TO BID	Page 1 of 4

BID NUMBER	GT/GDH/040/2026
BID DESCRIPTION	THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS.

CUSTOMER DEPARTMENT	DEPARTMENT OF HEALTH INSTITUTIONS
CUSTOMER INSTITUTION	DEPARTMENT OF HEALTH INSTITUTIONS

BRIEFING SESSION	Y ☒	N ☐	SESSION COMPULSORY		Y ☐	N ☐
			SESSION HIGHLY RECOMMENDED		Y ☒	N ☐
BRIEFING VENUE	GHD, 45 COMMISSIONER ST, MARSHALLTOWN, LIFE CENTRE BLD, PODIUM 1 AUDITORIUM		DATE	09 October 2026	TIME	10h00 to 11h00
COMPULSORY SITE INSPECTION	Y ☐	N ☒	DATE	n/a	TIME	n/a
SITE INSPECTION ADDRESS	n/a					

TERM AGREEMENT CALLED FOR?	Y ☒	N ☐	TERM DURATION	THREE YEARS.
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CLOSING DATE	23 October 2026	CLOSING TIME	11h00
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TENDER BOX LOCATION
THE GAUTENG PROVINCIAL HEALTH (CENTRAL OFFICE), LIFE CENTRE BUILDING, 45 COMMISSIONER STREET (NEXT TO WELLNESS CLINIC), MARSHALLTOWN

NOTES

THE TENDER BOX IS OPEN

24 hours a day, 7 days a week for unbulky tenders. NB: All the Bulky tenders must be handed over at the tender issue desk and receipt of acknowledgment will be issued from 8:00 to 4:30

- 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.

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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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



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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	DEPARTMENT OF HEALTH INSTITUTIONS
CONTACT PERSON	Ms. Nezisa Zantsi/ Mr. Thulani Myaka
TELEPHONE NUMBER	n/a
FACSIMILE	n/a
E-MAIL ADDRESS	nezisa.zantsi@gauteng.gov.za/thulani.myaka@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	DEPARTMENT OF HEALTH INSTITUTIONS
CONTACT PERSON	Ms. Virginia Mawela
TELEPHONE NUMBER	DEPARTMENT OF HEALTH INSTITUTIONS
FACSIMILE	n/a
E-MAIL ADDRESS	Email: virginia.mawela@gauteng.gov.za



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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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	Delivery basis (not applicable for PANEL of BIDDERS): 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).



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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	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • 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.

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	POINT SYSTEM	Page 1 of 1

BID NUMBER	GT/GDH/040/2026	CLOSING DATE	23 October 2026
VALIDITY OF BID	120 days	CLOSING TIME	11h00

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	☐										

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	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	
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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 MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Date	
Position		Name of the Bidder	



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	90
Preference Points (Specific Goals)	10
TOTAL	100

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	10

1. The Promotion of enterprises which are at least 51% owned by EME and/ or QSE, as per Circular 6 of 2016/17 issued by National Treasury (EVIDENCE REQUIRED- Bidder's latest CSD Registration Report or a valid Sworn Affidavit commissioned by a Commissioner of Oaths, (the template can be downloaded from the CIPC or DTI websites).	5
2. The Promotion of Enterprises located in a specific municipal area within the Gauteng Province for work to be done or services to be rendered in the Gauteng Province (EVIDENCE REQUIRED- Municipal account/ Sworn Affidavit/ Lease Agreement must be in the name of the bidder NB: Municipal account must not be older than 3 months).	5

3.	
4.	

5.	
6.	

7.	
8.	

9.	
10.	

***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
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	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						



GT/GDH/040/2026 - THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS.

ABBREVIATIONS

BAC:	Bid Adjudication Committee
B-BBEE:	Broad Based Black Economic Empowerment.
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
CSD	Central Supplier Database
CE:	Consumer Electronics
GCC:	General Conditions of Contract
GDoH;	Gauteng Department of Health
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
EME:	Exempted Micro-Enterprise
HPCSA:	Health Professions Council of South Africa
ISO:	International Standards Organisation
NT:	National Treasury
PPPFA:	Preferential Procurement Policy Framework Act
POPIA:	Protection of Personal Information Act
QC:	Quality Control
QSE:	Qualifying Small Enterprise
RFP:	Request for Proposal
SABS:	South Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
VAT:	Value- Added Tax



GT/GDH/040/2026 - THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS.

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1. THE PURPOSE

The purpose of this tender is to appoint a service provider for the supply and delivery of Optical Assistive Devices to Gauteng Department of Health institutions for a period of three (3) years.

2. BACKGROUND

One of the key pillars of the “**2030 In Sight, ending Avoidable Sight Loss**” mandate by the World Health Organisation is ensuring availability of assistive devices and technology without catastrophic poverty. The province is committed to ensuring that children, the elderly and the disabled who are key populations at risk have access to assistive devices at a point of service when they need them with no financial strain.

The Sight 2030 mandate seeks to alleviate, integrate and re-activate what the Vision 2020 achieved. It further seeks to create awareness, mobilise resources and ensure a systems build services and people through coordinated information systems and data. The province managed to realise a primary health care-based prevention of blindness program through the Vision 2020 strategy.

Such has deemed Gauteng one of the leading provinces when it comes to corrective eye health surgery and provision of optical assistive devices to the high-risk populations (school going children, the elderly and the disabled) establish a total of 37 Primary Eye Health facilities that are mended by a full-time optometrist. Optometrists to date, in the province is facing a myriad of interrelated challenges, the Covid-19 pandemic, and its aftermath, deepening social inequalities, the impact of climate change, an ageing population, and an increase in non-communicable diseases. At the same time, there is a renewed recognition that good eyesight can unlock human potential and is critical to so many of the sustainable development goals.

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 The General Conditions of Contract (GCC):

This bid and all contracts emanating from this tender will be subject 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).



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3.2 The Special Conditions of Contract:

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

3.3 Other legal prescripts include but not limited to the following:

- a) The Constitution of SA, 1996 (Act 108 of 1996), Section 217
- b) Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c) Employment Equity Act, 1998 (Act 55 of 1998)
- d) Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- e) Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)
- f) Labour Relations Act, 1995 (66 of 1995)
- g) Open Tender Framework, 2019
- h) Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- i) Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 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)
- m) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- n) Preferential Procurement Policy 2022
- o) Protection of Information Act, 1982 (Act no 84 of 1982)

4. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

PART OF BID SUBMISSION	REQUIRED DOCUMENTS
Part 1	Section 1: Technical Proposal of the tender. All documents included in Section 1 must be read, completed, and duly signed where applicable and submitted. 1. Duly completed and signed SBD 1: Invitation to Bid 2. Duly completed and signed SBD 4: Bidder's Disclosure form 3. Duly completed and signed Integrity Pact for Businesses form 4. Valid Letter of Commitment • If the bidder is the producer or manufacturer of the products (i.e., not sourcing products from another company), a dated and signed confirmation letter on the company's official letterhead, must be submitted. The letter must confirm that the products will be produced and distributed from the bidder's own facility.



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PART OF BID SUBMISSION	REQUIRED DOCUMENTS
	or - If the bidder is not the producer or manufacturer of the products, a copy of the original authorisation letter(s), dated and signed by both parties, must be submitted. The letter(s) must be issued by the producer or manufacturer of the products on its official company letterhead and clearly authorise the bidder to resell the products. 5. Laboratory must be based within Gauteng. - Bidder must provide a copy of the latest Municipal account or valid and original Sworn Affidavit or a copy of the Lease Agreement. The supporting evidence must be in the name of the bidder. 6. HPCSA Dispensing Optician - The Laboratory must have a full-time Dispensing Optician with a valid HPCSA registration within the staff establishment through a company organogram document. - A copy of the Optometrist/Optician's valid HPCSA certificate for the current year as evidence of active registration must be submitted. 7. Valid SAHPRA Medical Device Establishment Licence. (For Contact Lenses items) In terms of the Medicines and Related Substances Act, 1965 (Act 101 of 1965), and the Regulations relating to Medical Devices and In Vitro Diagnostic Medical Devices, any person or company that is a manufacturer (manufacture, pack, label, service, import, export), distributor (import, export, distribute) or wholesaler (storage, transportation, delivery) of Class B, Class C, or Class D medical devices is required to hold a valid SAHPRA Medical Device Establishment Licence. 8. List of Samples: Bidders must complete the SCM 07 Sample sheet and attach it to the bid document. 9. Tax Clearance Requirements: - A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is



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PART OF BID SUBMISSION	REQUIRED DOCUMENTS
	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. 10. Central Supplier Database (CSD) • Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number). • Copy of Bidder's latest CSD Registration Report and CSD Summary Registration Report.
Part 2	11. All other supporting documents that may be required for evaluation and due diligence of the bidder, in line with the Evaluation Methodology. 12. Company profile 13. Quality standard certification (where applicable) and any other supporting document for the sample evaluation.
Part 3	Section 2: Financial Proposal of the tender: Completed Price Schedule document, referred to as Annexure A on the tender pack. 1. SBD 3.2: Price Schedule – Goods Non-Firm Prices 2. Annexure A - Price Schedule 3. SBD 6.1 for the Preference Points claim form in terms of PPR 2022.

5. EVALUATION METHODOLOGY

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

Stage 1A: Mandatory Administrative Compliance

Stage 1B: Sample Evaluation

Stage 1C: Site Visit Evaluation - Source of Supplier or Manufacturer

Stage 2: Preference Point System (Price and Specific Goals)

Bids will be evaluated on 90/10 Preference Point System. (Acquisition of services, works or goods with a Rand value of above R50 million all applicable taxes included.



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Stage 1A: Mandatory Administrative Compliance

All bids received will be subjected to mandatory administrative responsiveness in line with the requirements below. Any bidder who fails to comply with the mandatory requirements shall consider the bid unresponsive and shall be disqualified.

1. Duly completed and signed SBD 1: Invitation to Bid
 2. Duly completed and signed SBD 4: Bidder's Disclosure form
 3. Duly completed and signed GPG Integrity Pact for Business form
 4. Valid Letter of Commitment
 - If the bidder **is the producer or manufacturer of the products** (i.e., not sourcing products from another company), a dated and signed confirmation letter on the company's official letterhead, must be submitted. The letter submitted must confirm that the bidder is the producer or manufacture of the products as indicated on the specifications.
- Or**
- If the bidder **is not the producer or manufacturer of the products**, The authorisation letter(s), dated and signed by both parties, must be submitted. The letter(s) must be issued by the producer or manufacturer of the products on the manufacture's official company letterhead and clearly authorise the bidder to resell the products.
5. Laboratory must be based within Gauteng.
 - Bidder must provide a copy of the latest Municipal account or valid and original Sworn Affidavit or a copy of the Lease Agreement. The supporting evidence must be in the name of the bidder.

NB: Municipal account must not be older than 3 months.

6. HPCSA Dispensing Optician
 - The Laboratory must have a full-time Dispensing Optician with a valid HPCSA registration within the staff establishment through a company organogram document/ Appointment letter or Agreement or Contract.
 - A copy of the Optometrist/Optician's valid HPCSA certificate for the current year as evidence of active registration must be submitted.



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7. Valid SAHPRA Medical Device Establishment Licence. (For Contact Lenses items)

In terms of the Medicines and Related Substances Act, 1965 (Act 101 of 1965), and the Regulations relating to Medical Devices and In Vitro Diagnostic Medical Devices, any person or company that is a manufacturer (manufacture, pack, label, service, import, export), distributor (import, export, distribute) or wholesaler (storage, transportation, delivery) of Class B, Class C, or Class D medical devices is required to hold a valid SAHPRA Medical Device Establishment Licence.

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

Stage1B: Sample Evaluation Criteria

Only bidders who complied with the Mandatory Administrative Compliance Evaluation (Stage 1A) will be considered for the sample evaluation and will be requested to submit the samples / brochures within 14 calendar days. Bidders must complete the SCM 07 Sample sheet and attach it to the bid document.

Bidders are referred to **Annexure A (specifications)** for sample evaluation requirements. The bidder must indicate with a **Yes** for compliance or a **No** for non-compliance to the specifications. Failure to indicate the compliance status by not completing column (G) or not completing the unit price in column (F), will result in the bid being disqualified for that item or item range.

The submitted samples/ brochure will be evaluated against the specifications on Annexure-A. If a sample does not comply with the specifications, that sample will be disregarded. A bidder with a non-compliant specification will be disqualified for that specific item.

Samples

- a) Bidders must submit at least one new sample per item range as per Annexure A, sealed and unopened in the original packaging for the sample evaluation for spectacles, spectacle packages, lenses, frames, contact lenses and solutions. Where the item has different sizes, length etc., a representative sample must be submitted for the items bided for.
- b) Clear and visible brochures with clear specifications of items will be acceptable only for Low Vision items considering the cost associated with sourcing such devices, however when samples are sourced and available, they will be **accepted**.
- c) All samples must be a true representation/ reflection of the products to be supplied.



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- d) All submitted samples/ brochure of awarded items will be retained for the period of the contract.

Submission of Samples/ Brochures

Samples/ brochures must be submitted for each item or item range for which a bid response is submitted together with a list of the samples (SCM07) submitted.

Bids in respect of items for which samples/ brochures were not submitted will be disregarded. It will not serve any purpose to bid for items for which samples or where applicable brochures cannot be submitted.

Samples/ brochures must be delivered to 45 Commissioner Street (Gauteng Department of Health) on request.

Pre-award sample compliance

The items must comply with the specification and standards, as stated in the bid document. Samples of products offered must be submitted for evaluation to determine compliance with the specification and during the evaluation phase.

Packaging and marking of samples.

Bidders with samples boxes must be marked using the format, e.g., box 1 of 3, 2 of 3, 3 of 3 etc. This is imperative to ensure the total number of sample boxes delivered is accounted for.

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

- a) Mark or number samples as per SCM 07 (for ease of reference).
- b) Samples / brochures must be placed on a suitable packaging and clearly marked on the outside as follows:
 - i. The RFP/Tender number.
 - ii. The Bidder's /Agent name and address.
- c) All samples / brochures including the labelling requirements must be a true presentation of the product that will be supplied during the contract period. Incorrectly marked or labelled samples / brochures will be disregarded.

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

Unsuccessful bidders will be contacted and will be required to collect their samples.



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Stage 1C: Site Visit Evaluation - Source of Supplier or Manufacturer

Only bidders who have complied with all of the Stage 1B: Sample Evaluation will be considered for the Site Visit Evaluation.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation, based on the criteria, as per Table 2 below.

The **minimum threshold score of points is 90 out of 100 points** for site-visit evaluation. Bidders who fail to achieve the minimum threshold score will be disqualified and not considered for further evaluation.

NB: Any supplier scoring less than 90 points during this stage of evaluation will not be considered for further evaluation process

Table2: Site Visit Evaluation

NO.	CRITERIA	DESCRIPTION	SCORE
1	Physical existence of the Laboratory within Gauteng province will be confirmed against the Municipal account/ Sworn Affidavit/ Lease agreement submitted in the name of the bidder, as per Stage 1A.	Availability of the fully operating Optical Laboratory = 30 points	30
2	Functional Optical Laboratory Equipment	One (1) functional lens cutting machine units/sets (Lens edger) available = 25 points A minimum of two (2) of the following functional machines available: = 15 points • Vertometer • Lens blocker • Frame heater	40
3	Human Resources capacity	Three (3) permanent staff members, in addition to the owner.	30



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NO.	CRITERIA	DESCRIPTION	SCORE
		- One (1) registered Optometrist/Dispensing Optician with proof of a valid and active registration with HPCSA = 10 points - One (1) Optical Laboratory Technician/ Assistant = 10 points - One (1) Administrative personnel = 10 points NB: The bidder will be required to present appointment letters or employee contracts during the site visit for verification purposes.	
Total			100
Minimum Threshold			90

Stage 2: Preference Point System (Price and Specific Goals)

Only bidders who have complied with all of the previous stages of evaluation and is found to be an acceptable tenderer will be considered for the Preference Point System evaluation, which includes price and specific goals.

Bids will be evaluated on 90/10 Preference Point System. (Acquisition of services, works or goods with a Rand value of above R50 million all applicable taxes included).

To claim points for price and specific goals, bidders must submit the following documentation duly completed and signed.

- SBD 3.2 Price Schedule
- Annexure A for pricing schedule. (Signed)
- SBD 6.1 to claim points for specific goals.



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The Gauteng Department of Health will promote the specific goals as follows.

Table 3: Preference Point System

DESCRIPTION	90/10
Price	90
Specific Goals	10
Total points for Price and Specific Goals	100

Table 4: Specific Goal points allocated:

SPECIFIC GOALS CATEGORY	10	EVIDENCE REQUIRED
The Promotion of enterprises which are at least 51% owned by EME and/ or QSE, as per Circular 6 of 2016/17 issued by National Treasury	5	Bidder's latest CSD Registration Report or a valid Sworn Affidavit commissioned by a Commissioner of Oaths, (the template can be downloaded from the CIPC or DTI websites).
The Promotion of Enterprises located in a specific municipal area within the Gauteng Province for work to be done or services to be rendered in the Gauteng Province	5	Municipal account/ Sworn Affidavit/ Lease Agreement must be in the name of the bidder. <i>NB: Municipal account must not be older than 3 months.</i>

6. SPECIAL CONDITIONS OF THE CONTRACT

6.1 Spectacles orders and packaging

- The supplier should provide and where possible fit frame display cabinets or displays trays to all dispensing centres.
- Frame stock audits should be conducted periodically by the supplier to ensure stock availability.
- Frames that are no longer on stock should be communicated, removed and replaced immediately.
- 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, materials unless provided otherwise in the contract.



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- e) 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.
- f) This warranty shall remain valid for twenty four (24) months after the goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicates in the contract, or for 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.
- g) The HPCSA registered professional (Optometrist/ Optician) to be the authorised signatory of all optical prescriptions supplied.
- h) A delivery period of two weeks from day of order should be maintained.
- i) Every pair of spectacles should be issued in a hard case and a microfiber cloth.
- j) Cases and cloths should have no supplier branding and information but can be provided clear or alternatively with the Gauteng Department of Health logo.
- k) The supplier will be responsible for all frame adjustment and provision of the necessary frame accessories like screws and nose pads in cases which a replacement of such is needed at no cost.
- l) All ready-made spectacles must be supplied in a soft, plastic and/or transparent case and a cleaning cloth.
- m) Breakages upon delivery must be replaced free of charge.
- n) Breakages to frames and lenses within the 2-year warranty guarantee due to observable negligence by the patient will not be replaced.
- o) Breakages within the 2-year warranty guarantee with non-observable negligence by the patient are replaceable by the supplier.

6.2 Contact lenses

- a) A case and all necessary solutions to accompany the final order.
- b) Contact lenses will be issued with a plunger.

6.3 Low vision devices

- a) All battery-operated devices should be initially supplied with batteries.
- b) All telescopes to be supplied on a hard foam case.
- c) All devices should be issued with a device storage kit.



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6.4 Frames

- a) Frames should have flexi – temples (spring – hinges).
- b) Frames should be of a wide range for choice (colour, material, size, shape among others) and of good quality.

6.4.1 Adult frames (Males and Females)

Frame temple length should vary as follows:

- At least from 120 mm long and above per frame.

6.4.2 Frame bridge size should vary as follows:

- At least from 17mm to 20 mm

6.4.3 Frame eye size should vary as follows:

- At least from 42 mm to 56 mm
- Children frames (boys and girls)

6.4.4 Frame bridge size should vary as follows:

- At least from 16 mm to 20 mm

6.4.5 Frame eye size should vary as follows:

- At least from 37 mm to 38 mm

6.5 The condition of the bid award

- a) Each item will be awarded to the bidder whose bid scored the highest combined points of price and specific goals.
- b) The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.
- c) The Gauteng Department of Health reserves the right to negotiate further with preferred bidder/s, where prices are above the market related pricing.
- d) Bidders are required to register with National Treasury Central Supplier Database.
- e) The Gauteng Department of Health reserves the right to conduct due diligence exercises of identified bidder/s were deemed necessary.
- f) The Gauteng Department of Health reserves the right to make a single bid award per item or group series of items (item range)
- g) The Gauteng Department of Health reserves the right to make multiple bid award of the same item or group series of items to more than one bidder, to ensure continuity of supply as and when there is a high demand.



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- h) In case of the multiple award, Orders will be placed with the supplier/s that scored the highest total points to the next, depending on the number of suppliers awarded.
- i) The successful bidder must be tax compliant prior the acceptance of the awarding by the bid.

6.6 Indemnity

The Gauteng Department of Health accepts no liability for any damages whatsoever that may result from the use of this document including the material contained herein, irrespective of the cause or circumstances.

6.7 Content

This document references various standards and specifications applicable to the relevant business sector within the Republic of South Africa. Changes to these standards and specifications effected during the course of preparing this document have not been taken into account and therefore may vary. Changes or queries detected in this document must be brought to the attention of the Gauteng Department of Health.

6.8 Cession

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

6.9 Use of fluid correcting substances

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

6.10 Payment Terms

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

6.11 Travel

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder. Prices quoted must be furnished based on "rendered on site" at the Gauteng Department of Health Central Office.

6.12 Lines of Communication and Reporting

The appointed Service Provider will be required to report to the designated GDOH official located at the Facilities Unit, who will be introduced to the successful Service Provider on appointment.



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6.13 Applicable regulation or Standard

Should there be any newer version of any stated regulation or standard in this document; the newer version shall be applicable in practice until further notice.

6.14 Urgent Orders

Bidder must be able to handle unscheduled and urgent orders within 24 hours
Compliance to this specification does not in itself confer immunity from legal obligations.

6.15 Deliveries

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

6.15.1 Delivery Period

- a) Successful bidders must adhere strictly to the agreed delivery periods in respect of items awarded to them in accordance with the signed contract and the special conditions and requirements of the contract.
- b) Should the successful bidder fail to adhere strictly to the agreed delivery periods, the Gauteng Department of Health reserves the right, without notice, to purchase similar supplies from another supplier.
- c) The bidder shall bear any adverse difference in price of the said supplies or services and these amounts plus any other damages, which may be suffered by the Department shall be paid by the bidder to the Department immediately on demand, or the Department may deduct such amounts from moneys (if any) otherwise payable to the bidder in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amount due to him;
- d) If the bidder 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.

6.16 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.



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- 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.

6.17 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.

6.18 Contract period

The contract period shall be for a period of three (3) years.

6.19 Mergers, takeovers and changes in supplier detail

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

6.20 Third parties

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



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6.21 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

6.22 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.

6.23 Highly Recommended Briefing Session

The bidders are requested to attend a highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. These proceedings will be recorded for record keeping purposes. Bidders that did not attend the briefing session will not be disqualified.

6.24 Invoicing

- a) Invoice/s must be submitted in duplicate, showing purchase order number, item description and the contract number.
- b) The original and copy invoice must be marked.

6.25 Condition of Holding Stock and Estimated Quantities

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

6.26 Communication

- a) Acquisition Management may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- b) Any communication 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 is discouraged.
- c) All communication between the bidder and the Acquisition Management Office must be done in writing.



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6.27 Contract Administration

- a) The administration and facilitation of the contract will be the responsibility of Gauteng Department of Health, Contract Management and all correspondence in this regard must be directed to the following address: The Directorate: Acquisition and Contract Management, Gauteng Department of Health, Private Bag X085, Marshalltown, 2107.
- b) Contractors must advise the Directorate: Acquisition and Contract Management, Gauteng Department of Health immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full of such circumstances as well as the period of delay must be furnished.

6.28 Contract Period

The contract period shall be for a period of three (3) years.

6.29 Period of validity

Bids are held to be valid for a period of one hundred and twenty (120) days after the closing date.

6.30 The Completion of the Pricing Schedule (Annexure A)

Bidders are required to fully complete all the mandatory response fields in the tender specification and pricing schedules for the consumables, as follows:

- a) Pricing schedules: The column for the bid price and the other columns in the Price Schedule as well as item questionnaires. (Column **F** and **G** are mandatory in the pricing schedule)

6.31 Application of the Price Adjustment Formula:

- a) The successful supplier shall apply in writing and supported by documentary proof to GDOH within 30 days of any Price Adjustment.
- b) Price adjustment shall be applicable once a year on the anniversary of the contract.
- c) Price Escalation shall be limited to the applicable Consumer Price Index (CPI) and be considered on an annual basis.

6.32 Purchase Orders

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



GT/GDH/040/2026 - THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS.

- b) 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).
- c) 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.
- d) 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.

6.33 Customer Service

Bidders are expected to provide customer service programmes.

6.34 General

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

6.35 Post award reporting

Historical Data:

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

Gauteng Department of Health, Directorate: Acquisition and Contract Management

7. TECHNICAL ENQUIRIES

All technical queries must be emailed to: Ms Virginia Mawela Email: virginia.mawela@gauteng.gov.za	For Supply Chain queries must be emailed to: Ms. Nezisa Zantsi Email: Nezisa.Zantsi@gauteng.gov.za Ms. Thulani Myaka Email: Thulani.Myaka@gauteng.gov.za
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GT/GDH/040/2026_ANNEXURE A: SPECIFICATION / PRICING SCHEDULE																			
THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS										PROVIDE A COST BREAKDOWN AS A PERCENTAGE OF TOTAL UNIT PRICE								IS PRODUCT IMPORTED OR MANUFACTURED LOCALLY?	
				MANDATORY FIELDS TO COMPLETE					COST BREAKDOWN (PER ITEM)						RULING DATE				
ITEM NO	SAP NO	ITEM DESCRIPTION	UNIT OF MEASURE	TENDER PRICE/UNIT	COMPLY YES / NO	STATE PACKAGIN G /BOX QUANTITY	BRAND	LEAD TIME (DAYS)	DIRECT MATEIRAL : % IMPORTED	DIRECT MATERIAL : % LOCAL CONTENT	%DIRECT LABOUR	% TRANSPOR T	% OTHER OVERHEADS AND %PROFITS	%TOTAL	RATE OF EXCHANGE	ADJUSTMEN T FREQUENCY	IMPORTED	LOCALLY MANUFACT URED	
OPTICAL ASSISTIVE DEVICES																			
ABBREVIATIONS																			
PSSP	Public Service Spectacle Packages																		
RGP	Rigid Gas Permeable																		
ZYL	Zylonite or cellulose acetate plastic																		
BILATERAL	Both Eyes																		
BINOCULAR	Both Eyes																		
MONOCULAR	One Eye																		
BC	Base Curve																		
HRI	High Refractive Index																		
DIA	Diameter																		
SINGLE VISION PACKAGE (with or without fixed tint)																			
PUBLIC SERVICE SPECTACLE PACKAGES (COMPLETE INCLUDING HARD CASE AND A CLOTH- FRAME+ CR-39/ORGANIC LENSES) WITH OR WITHOUT FIXED TINT.																			
ITEM 1	116890	PSSP SINGLE VISION(Standard) with Zyl Frame : RANGE:SPH +4.00D/-6.00D Cyl ≤ - 2.00DC	Each																
ITEM 2	116892	PSSP SINGLE VISION(Standard) with Metal Frame : RANGE:SPH +4.00D/-6.00D Cyl ≤ - 2.00DC	Each																
ITEM 3	116895	PSSP SINGLE VISION(Surfaced HRI) with Zyl Frame : RANGE:SPH >+4.00/- 6.00 Cyl > - 2.00DC to - 6.00 DC.	Each																
ITEM 4	116897	PSSP SINGLE VISION(Surfaced HRI) with Metal Frame: RANGE:SPH >+4.00/- 6.00 Cyl > - 2.00DC to - 6.00 DC.	Each																
BIFOCALS PACKAGE (with or without fixed tint)																			
PUBLIC SERVICE SPECTACLE PACKAGES (COMPLETE- FRAME+ CR-39/ORGANIC LENSES) INCLUDING HARD CASE AD CLOTH.																			
ITEM 5	116899	PSSP BIFOCALS (Flat Top) with Zyl Frame : RANGE:SPH +4.00/- 6.00 Cyl ≤ - 2.00DC (+1.50 to +3.50)	Each																
ITEM 6	116900	PSSP BIFOCALS (Flat Top) with Metal Frame RANGE:SPH +4.00/- 6.00 Cyl ≤ - 2.00DC (+1.50 to +3.50)	Each																
ITEM 7	NEW	PSSP BIFOCALS (Flat Top surfaced HRI) with Zyl Frame RANGE:SPH >+4.00/- 6.00 Cyl > - 2.00DC (+1.50 to +3.50)	Each																
ITEM 8	NEW	PSSP BIFOCALS (Flat Top surfaced HRI) with Metal Frame RANGE:SPH >+4.00/- 6.00 Cyl > - 2.00DC (+1.50 to +3.50)	Each																
SPECTACLES FRAME + LENSES PACKAGE (READY MADE) Dioptric powers from 1.00D																			

GT/GDH/040/2026_ANNEXURE A: SPECIFICATION / PRICING SCHEDULE THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS																			
										PROVIDE A COST BREAKDOWN AS A PERCENTAGE OF TOTAL UNIT PRICE								IS PRODUCT IMPORTED OR MANUFACTURED LOCALLY?	
				MANDATORY FIELDS TO COMPLETE						COST BREAKDOWN (PER ITEM)						RULING DATE	ADJUSTMEN T FREQUENCY	IMPORTED	LOCALLY MANUFACT URED
ITEM NO	SAP NO	ITEM DESCRIPTION	UNIT OF MEASURE	TENDER PRICE/UNIT	COMPLY YES / NO	STATE PACKAGIN G /BOX QUANTITY	BRAND	LEAD TIME (DAYS)	DIRECT MATERIAL : % IMPORTED	DIRECT MATERIAL : % LOCAL CONTENT	%DIRECT LABOUR	% TRANSPOR T	% OTHER OVERHEADS AND %PROFITS	%TOTAL	RATE OF EXCHANGE				
ITEM 9	116919	Spectacles (UNISEX FRAME) Bilateral CR 39, scratch resistant lenses from +1.00D to + 4.00D in 0.50D steps	Each																
ITEM 10	116920	Spectacles (UNISEX FRAME) Bilateral CR 39, scratch resistant lenses from +8.00D to + 18.00D in 0.50D steps	Each																
BLANK UNCUT SINGLE VISION CR39 ORGANIC LENSES																			
ITEM 11	NEW	PSSP SINGLE VISION(Standard) with Zyl Frame: RANGE:SPH +4.00D/-6.00D Cyl ≤ - 2.00DC	Each																
ITEM 12	NEW	PSSP SINGLE VISION(Standard) with Metal Frame : RANGE:SPH +4.00D/-6.00D Cyl ≤ - 2.00DC	Each																
BLANK UNCUT BIFOCAL CR39 ORGANIC LENSES																			
ITEM 13	NEW	PSSP BIFOCALS (Flat Top) with Zyl Frame : RANGE:SPH +4.00/- 6.00 Cyl ≤ - 2.00DC (+1.50 to +3.50)	Each																
ITEM 14	NEW	PSSP BIFOCALS (Flat Top) with Metal Frame: RANGE:SPH +4.00/- 6.00 Cyl ≤ - 2.00DC (+1.50 to +3.50)	Each																
BINOCULAR VISION DEVICES																			
ITEM 15	NEW	Loose prisms (with different dioptric power)	Each																
ITEM 16	NEW	Prism bar (with different dioptric power)	Each																
ITEM 17	NEW	Fresnel Prism lenses (Stick-ons)	Each																
ITEM 18	NEW	Frosted lenses	Each																
CONTACT LENSES (HARD AND SCLERAL) INCLUDING CONTACT LENS CASE																			
ITEM 19	116923	HARD CONTACT LENS : RGP, Powers Sph Pl to +/- 10.00D, Cyl <-10.00 DIAMETER AND BASE CURVE RANGE :PER PRACTITIONER'S ORDER	Each																
ITEM 19.1	117299	Contact lens case (different case size)	Each																
ITEM 19.2	117301	Trial lens set (hard): RGP, Powers Sph Pl to +/- 10.00D, Cyl <-10.00 DIAMETER AND BASE CURVE RANGE :PER PRACTITIONER'S ORDER	Each																
ITEM 19.3	117302	Cleaning solution for hard content lenses (120ml - 250ml)	Each																
ITEM 19.4	117304	Soaking solution for hard contact lenses(120ml to 250ml)	Each																

GT/GDH/040/2026_ANNEXURE A: SPECIFICATION / PRICING SCHEDULE THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS																		
									PROVIDE A COST BREAKDOWN AS A PERCENTAGE OF TOTAL UNIT PRICE								IS PRODUCT IMPORTED OR MANUFACTURED LOCALLY?	
				MANDATORY FIELDS TO COMPLETE					COST BREAKDOWN (PER ITEM)						RULING DATE			
ITEM NO	SAP NO	ITEM DESCRIPTION	UNIT OF MEASURE	TENDER PRICE/UNIT	COMPLY YES / NO	STATE PACKAGIN G /BOX QUANTITY	BRAND	LEAD TIME (DAYS)	DIRECT MATERIAL : % IMPORTED	DIRECT MATERIAL : % LOCAL CONTENT	%DIRECT LABOUR	% TRANSPOR T	% OTHER OVERHEADS AND %PROFITS	%TOTAL	RATE OF EXCHANGE	ADJUSTMEN T FREQUENCY	IMPORTED	LOCALLY MANUFACT URED
ITEM 20	NEW	SCLERAL CONTACT LENS: RGP in any Dioptric power , DIAMETER AND BASE CURVE RANGE; SAG HEIGHT, STANDARD OPEN/ LIMBUS :PER PRACTITIONER'S ORDER with X2 EXCHANGE	Each															
ITEM 20.1	NEW	Contact lens case (Scleral)	Each															
ITEM 20.2	NEW	scleral contact lens Plungers (insertion and removal)	Each															
ITEM 20.3	NEW	Trial lens set (scleral) RGP in any Dioptric power , DIAMETER AND BASE CURVE RANGE; SAG HEIGHT, STANDARD OPEN/ LIMBUS :PER PRACTITIONER'S ORDER with X2 EXCHANGE	Each															
ITEM 20.4	NEW	0.9% SALINE SOLUTION (PRESERVATIVE FREE)	Each															
LOW VISION DEVICES																		
ITEM 21	NEW	LOW VISION DIAGNOSTIC TOOLS (STATER PACK) COMPRISING OF THE FOLLOWING: 1.Near acuity charts in Sloan letters. 2.Near Symbol Amino- Domina cards. 3.Lea Symbols low contrast Flip chart. 4.LV Fixation targets/ confratation test arc perimetry. 5.Continuous text reading card. 6.Cross cylinder +/- 1.00B. 7.Lens rack for Retinoscopy. 8.Tumbling E and Landolt C near card. 9. Hide low contrast face test - 2 sided. 10. LOGMAR test charts sloan letters for distance. 11.LOGMAR test charts in numbers for distance. 12.LOGMAR test charts in tumbling E for distance. 13. Flip cards in Sloan letters for distance. 14. Flip cards in numbers for distance. 15. LEA numbers Low contrast flipchart. 16.Single symbol book (10 feet, 3meter). 17.Crowded symbol book (10 feet, 3meter) 18.Panel D16 Quantitive Color vision test. 19. Ishihara colour vision test. 20. Low vision optical diagnostic testing kit (near).	Pack															
ITEM 22	NEW	Ultraviolet Shields- UV filters which fit over prescription spectacles- absorbs ultra violet radiation to 400 nm	Each															
ITEM 23 LOW VISION DEVICES																		
ITEM 23.1	NEW	Near acuity charts in Sloan letters	Each															
ITEM 23.2	NEW	Near Symbol Amino- Domina cards	Each															
ITEM 23.3	NEW	Lea Symbols low contrast Flip chart	Each															

GT/GDH/040/2026_ANNEXURE A: SPECIFICATION / PRICING SCHEDULE																			
THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS																			
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ITEM 23.4	NEW	SNELLEN chart (Iliterate or Literate)	Each																
ITEM 23.5	NEW	LV Fixation targets/ confrontation test arc perimetry	Each																
ITEM 23.6	NEW	Continous text reading card	Each																
ITEM 23.7	NEW	Cross cylinder +/- 1.00B	Each																
ITEM 23.8	NEW	Lens rack for Retinoscopy	Each																
ITEM 23.9	NEW	Tumbling E and Landolt C near card	Each																
ITEM 23.10	NEW	Hide low contrast face test - 2 sided	Each																
ITEM 23.11	NEW	LOGMAR test charts sloan letters for distance	Each																
ITEM 23.12	NEW	LOGMAR test charts in numbers for distance	Each																
ITEM 23.13	NEW	LOGMAR test charts in tumbling E for distance	Each																
ITEM 23.14	NEW	Flip cards in Sloan letters for distance	Each																
ITEM 23.15	NEW	Flip cards in numbers for distance	Each																
ITEM 23.16	NEW	Flip cards in tumbling E for distance	Each																
ITEM 23.17	NEW	Near acuity charts in numbers	Each																
ITEM 23.18	NEW	Near acuity charts tumbling E	Each																
ITEM 23.19	NEW	LEA numbers Low contrast flipchart	Each																
ITEM 23.20	NEW	Single symbol book (10 feet, 3meter)	Each																
ITEM 23.21	NEW	Crowded symbol book (10 feet, 3meter)	Each																
ITEM 23.22	NEW	Panel D16 Quantitive Color vision test	Each																
ITEM 23.23	NEW	Ishihara colour vision test	Each																
ITEM 23.24	NEW	Complete Telescope testing kit (with different magnification)	Each																
ITEM 23.25	NEW	Complete magnifiers testing kit (Illuminated/ non Illuminated)	Each																
ITEM 24 MAGNIFIERS																			
ITEM 24.1	NEW	Handheld magnifier (different power ranges)	Each																

GT/GDH/040/2026_ANNEXURE A: SPECIFICATION / PRICING SCHEDULE THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS																		
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ITEM 24.2	NEW	Illuminated Handheld magnifier (different power ranges)	Each															
ITEM 24.3	NEW	Stand magnifier (different power ranges, size and shapes)	Each															
ITEM 24.4	NEW	Pocket foldable/ non foldable magnifiers (different power ranges)	Each															
ITEM 24.5	NEW	Dome magnifier (different power ranges and sizes)	Each															
ITEM 24.6	NEW	Adjustable Max Tv magnifier	Each															
ITEM 24.7	NEW	Bar magnifier	Each															
ITEM 25 TELESCOPES DISTANCE AND NEAR																		
25.1	NEW	Monocular telescopes (Handheld different power ranges)	Each															
25.2	NEW	Binocular telescopes (Handheld different power ranges)	Each															
25.3	NEW	Clip- on monocular telescope (different power ranges)	Each															
25.4	NEW	Clip- on binocular telescope (different power ranges)	Each															
25.5	116991	Ultraviolet Shields- UV filters which fit over prescription spectacles- absorbs ultra violet radiation to 400 nm	Each															
25.6	NEW	Ultraviolet Shields- UV filters goggles with different shades of colours- absorbs ultra violet radiation to 400 nm	Each															

 Name of the Bidder

 Name of Bidder's representative

 Position of Bidder's representative

GT/GDH/040/2026_ANNEXURE A: SPECIFICATION / PRICING SCHEDULE																		
THE SUPPLY AND DELIVERY OF OPTICAL ASSISTIVE DEVICES TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS																		
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Signature

 GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Financial Statements	Page 1 of 1

Submission of Financial Statements

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

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



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

SAMPLE SHEET

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SAMPLES FOR BID NO: GT/GDH/040/2026

PLEASE TICK WHERE SAMPLE IS SUBMITTED

Item Code		Item Code		Item Code		Item Code		Item Code		Item Code	
ITEM 1	☐	ITEM 23.4	☐	ITEM 25.5	☐		☐		☐		☐
ITEM 2	☐	ITEM 23.5	☐	ITEM 25.6	☐		☐		☐		☐
ITEM 3	☐	ITEM 23.6	☐		☐		☐		☐		☐
ITEM 4	☐	ITEM 23.7	☐		☐		☐		☐		☐
ITEM 5	☐	ITEM 23.8	☐		☐		☐		☐		☐
ITEM 6	☐	ITEM 23.9	☐		☐		☐		☐		☐
ITEM 7	☐	ITEM 23.10	☐		☐		☐		☐		☐
ITEM 8	☐	ITEM 23.11	☐		☐		☐		☐		☐
ITEM 9	☐	ITEM 23.12	☐		☐		☐		☐		☐
ITEM 10	☐	ITEM 23.13	☐		☐		☐		☐		☐
ITEM 11	☐	ITEM 23.14	☐		☐		☐		☐		☐
ITEM 12	☐	ITEM 23.15	☐		☐		☐		☐		☐
ITEM 13	☐	ITEM 23.16	☐		☐		☐		☐		☐
ITEM 14	☐	ITEM 23.17	☐		☐		☐		☐		☐
ITEM 15	☐	ITEM 23.18	☐		☐		☐		☐		☐
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ITEM 18	☐	ITEM 23.21	☐		☐		☐		☐		☐
ITEM 19	☐	ITEM 23.22	☐		☐		☐		☐		☐
ITEM 19.1	☐	ITEM 23.23	☐		☐		☐		☐		☐
ITEM 19.2	☐	ITEM 23.24	☐		☐		☐		☐		☐
ITEM 19.3	☐	ITEM 23.25	☐		☐		☐		☐		☐
ITEM 19.4	☐	ITEM 24.1	☐		☐		☐		☐		☐
ITEM 20	☐	ITEM 24.2	☐		☐		☐		☐		☐
ITEM 20.1	☐	ITEM 24.3	☐		☐		☐		☐		☐
ITEM 20.2	☐	ITEM 24.4	☐		☐		☐		☐		☐
ITEM 20.3	☐	ITEM 24.5	☐		☐		☐		☐		☐
ITEM 20.4	☐	ITEM 24.6	☐		☐		☐		☐		☐
ITEM 21	☐	ITEM 24.7	☐		☐		☐		☐		☐
ITEM 22	☐	ITEM 25.1	☐		☐		☐		☐		☐
ITEM 23.1	☐	ITEM 25.2	☐		☐		☐		☐		☐
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ITEM 23.3	☐	ITEM 25.4	☐		☐		☐		☐		☐

NAME OF CONTACT PERSON

CONTACT NO



Provincial Supply Chain Management

SAMPLE SHEET

Page 2 of 2

PLEASE TICK WHERE SAMPLE IS SUBMITTED

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Provincial Supply Chain Management

Sample Sheet

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SAMPLES FOR BID NO

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Provincial Supply Chain Management

Sample Sheet

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GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

INTEGRITY PACT FOR BUSINESSES



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA



FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

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

2. OBJECTIVES

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

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

3. GOVERNANCE

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

4. ENVIRONMENT

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

5. PROTECTION OF INFORMATION

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



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6. REPUTATION

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

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

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

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



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

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

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



8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

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

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



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

10. SANCTIONS FOR VIOLATION

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



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11 CONFLICT OF INTEREST

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

12 LEGAL ACTIONS

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

13 VALIDITY

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

GPG INTEGRITY PACT FOR BUSINESSES

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental services
14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)