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

## NOTES

### THE TENDER BOX IS OPEN

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

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

## THE TENDERING SYSTEM

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

## TRAINING SESSIONS

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



# Provincial Supply Chain Management

## INVITATION TO BID

Page 2 of 4

### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



# Provincial Supply Chain Management

## INVITATION TO BID

Page 3 of 4

**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](mailto:Tender.admin@gauteng.gov.za)

### ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

### ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

Page 4 of 4

### 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](http://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.**

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (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 of .....20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

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





## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words <b>"as specified"</b> (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> <li>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.</li> <li>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).</li> </ul>



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 3 of 4

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




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 4 of 4

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

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

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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


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

POINT SYSTEM

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

### TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	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?


<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 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.

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 2 of 3</b>

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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.

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 3 of 3</b>

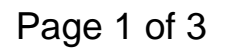
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

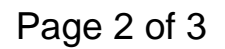
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN ANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of the Bidder</b>	









2024/11



# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 3 of 3

### BIDDERS JOB CREATION ANALYSIS

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

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

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

#### Comments to include:

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

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

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



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

## **TABLE OF CONTENTS**

- 1. PURPOSE**
- 2. BACKGROUND**
- 3. LEGISLATIVE AND REGULATORY FRAMEWORK**
- 4. THE FORMAT OF THE BID DOCUMENT**
- 5. SCOPE OF WORK**
  - 5.1 PRODUCT REQUIREMENTS**
  - 5.2 BIDDERS EXPECTATIONS**
  - 5.3 DELIVERIES**
  - 5.4 SAFETY ENVIRONMENTAL CONDITIONS**
  - 5.5 STAFF REQUIREMENTS**
  - 5.6 REMOVAL OF BOILER ASH FROM BOILER HOUSE**
  - 5.7 BUNKER CLEANING**
- 6. ENTITIES SPLIT PER CLUSTER**
- 7. EVALUATION METHODOLOGY**
- 8. SPECIAL CONDITIONS**
- 9. ENQUIRIES**



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

---

## **ABBREVIATIONS**

B-BBEE:	Broad Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSI:	British Standard Institutions
EME:	Exempted Micro Enterprise
GCC:	General Conditions of Contract
GDoH:	Gauteng Department of Health
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
ISO:	International Standard Organisation
OHS:	Occupational Health and Safety
POPIA:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
PrDP:	Professional Driving Permit
QC:	Quality Control
QSE:	Qualifying Small Enterprise
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standards
SCC:	Special Conditions of Contract
SLA:	Service Level Agreement
SOP:	Standard Operating Procedure
TLB:	Tractor Loader Backhoe
UIF:	Unemployment Insurance Fund
VAT:	Value- Added Tax



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

---

## **COPYRIGHT**

This document may be reproduced and distributed under the strict condition that the content hereof is not altered, unless the alteration has been done by authorized personnel stipulated by the GDoH and the normal GDoH document control procedures are followed.

## **1. PURPOSE**

The purpose of this tender is to appoint service providers for the supply and delivery of coal, removal of ash and cleaning of bunkers to Gauteng Department of Health coal boilers for a period of three years.

## **2. BACKGROUND**

The institutions listed in Annexure-A (Price schedule) use coal to power the boilers which in turn produce steam used for many core processes in hospitals and laundry facilities. Bunkers are used in all instances to store the coal prior to it being processed and utilized.

## **3. LEGISLATIVE AND REGULATORY FRAMEWORK**

### **3.1 General Conditions of Contract (GCC) shall apply:**

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

### **3.2 The Special Conditions of Contract (SCC):**

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



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

---

### 3.3 Other Applicable Prescripts, Acts and Regulations:

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

- a. The Constitution of SA (Act 108 of 1996, Section 217).
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. no 53 of 2003).
- c. Public Finance Management Act, 1999 (Act no. 1 of 1999).
- d. Preferential Procurement Policy Framework, 2000 (Act no 5 of 2000).
- e. Preferential Procurement Regulations, 2022.
- f. Open Tender Framework of 2019.
- g. Gauteng Finance Management Supplementary Amendment, 2019 (Act no 6 of 2019).
- h. Protection of Information Act, 1982 (Act No. 84 of 1982).
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000).
- j. Promotion of Administrative Justice Act, 2000 (Act no 3 of 2000).
- k. National Health Act, 2003 (Act no 61 of 2003).
- l. National Environmental Management Act, 1998 (Act no 107 of 1998).
- m. Occupational Health and Safety Act no 85 of 1993 as amended by Occupational Health and Safety Act, 1993 (Act no 181 of 1993).
- n. Hazardous Substance Act, 1993 (Act no 15 of 1973).
- o. National Environmental Health Norms and Standards section 9 of 2015 and all relevant Treasury Regulations.
- p. National Road Traffic Act, 1996 (Act no 93 of 1996).

### 3.4 . Applicable standards for delivery of coal

Products supplied to the Gauteng Department of Health are required to conform to all quality standards including, but not limited, to the following:

- a. British Standard Institutions (BSI) – ISO 13909 – 2: 2001.
- b. South African National Standard (SANS) 10231-Transportation of Dangerous Goods.
- c. South African National Standard (SANS) 10320 – Coal Resources or Coal Reserves.
- d. SANS 132 – SABS 1170; 1977 - Coal and coke - Calculation of analyses to different bases.
- e. SANS 133 – SABS 1213-1; 1993 - Solid mineral fuels - Vocabulary Part 1: Terms relating to coal preparation.



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

- f. SANS 333 – SABS 333-1; 1996 - Coal - Determination of nitrogen - Semi-micro Keddah method.
- g. SANS 335 – SABS 335-1; 1974 - Hard coal - Determination of caking power - Roga test.
- h. SANS 111 – SABS 1111; 1976 - Coal-burning appliances (reduced smoke emission type).
- i. SANS 1953 – SABS 1953; 1994 - Hard coal - Size analysis by sieving.
- j. SANS 5929 – SABS SM 928; 1978 - Calculation of fixed carbon content of coal.
- k. SANS 5938 – SABS SM 938; 1980 - Carbon and hydrogen contents of coal (high temperature combustion method).
- l. SANS 6079 – SABS SM 1079; 1983 - Size analysis of coal.
- m. SANS 7404-1 – SABS SM 7404-1; 1994 - Methods for the petrographic analysis of bituminous coal and anthracite Part 1: Vocabulary.
- n. SANS 10135-1 – SABS 0135-1; 1977 - The sampling of coal and preparation of a sample for analysis Part 1: The sampling of coal.

**NB: Any newer and/or updated national standard/s shall be applicable in principle.**

#### **4. THE FORMAT OF THE BID DOCUMENT**

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

**Table 1: The Bid Format**

<b>Part of Bid Submission</b>	<b>Required documents</b>
Part 1	<p><b>Section 1: Technical Proposals of the tender</b> All the documents included in Section 1 must be read, completed, signed where applicable and submitted in the English language.</p> <ol style="list-style-type: none"> <li>1. Completed and signed SBD 01: Invitation to Bid</li> <li>2. Completed and signed SBD 4: Bidder's disclosure.</li> <li>3. Bidder to submit valid certificate/s of analysis from SANAS accredited laboratory indicating a date of not older than (3) three months at the time of tender closing. The certificate must depict calorific values of at least: 27.5% to 28.5% for A grade coal.</li> </ol>



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

	<p>4. Proof of Good Financial Capability</p> <p>Bidders to provide the Department with a confirmation/Ranking letter on the official letter head issued by a South African commercial bank registered in terms of the National Credit Act for an investment/credit facility of a minimum of eight Million Rands (R 8 million) as part of the bid submission (The letter should be dated within 21 days of the advertisement period and must not be older than the date of the bid advertisement).</p> <p>5. If the bidder is a mine, bidder must submit valid copy as proof of operating license or permit issued by the Department of Mineral Resources and Energy</p> <p>OR,</p> <p>If the bidder is sourcing from a mine, a signed commitment letter on the letter head from the mine indicating that they will be the source of supply for the duration of the contract must be submitted.</p> <p>6. Bidders to submit a valid copy of waste disposal permit of coal ash.</p> <p>7. Tax Compliance Requirements:</p> <p>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 subcontractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.</p> <p>8. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).</p>
Part 2	<p>The supporting documents of proof required for the Functionality Evaluation (see Evaluation Methodology) should be submitted, indicating the following:</p> <ol style="list-style-type: none"> <li>1. Valid code 14 driver's licenses with a PrDP for drivers employed by the bidder.</li> <li>2. CVs for the drivers indicate a minimum driving experience in delivering coal.</li> </ol>





**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

	<p>3. Valid Truck Registration Documents Registered under the company/ director/s or lease agreement as proof of own transport (side/back tipper truck, and front-end loader).</p> <p>4. Contingency plan addressing adverse events.</p> <p>5. Signed reference letters on a letter head in respect of coal supply, including current and/or previous projects.</p>
Part 3	<p><b>Section 2: Financial Proposal of the tender.</b></p> <p>Completed Price Schedule document, referred to as Annexure-A in pdf format as well as an electronic copy in word format (not PDF), captured and saved on a memory stick.</p> <p>Bidder to complete and submit all the documents listed with the bid documents.</p> <ol style="list-style-type: none"> <li>1. SBD 3.2: Non-Firm Prices claims</li> <li>2. Annexure-A: Price Schedule</li> <li>3. SBD 6.1: Price and Preference Point evaluation in terms of PPR 2022</li> </ol>

## **5. SCOPE OF WORK**

### **5.1. PRODUCT REQUIREMENTS**

To supply the required coal grades in conformity with the specified conditions of the contract.

#### **5.1.1. COAL TYPES**

##### **5.1.1.1. Peas**

Shall mean a coal which passes through a 25 mm colliery screen, but remains on a 0.3 mm colliery screen, and which shall contain ex-trucks at point of delivery less than 12.5% of fines which will pass a 4mm screen.

##### **5.1.1.2. Large Nuts**

Shall mean a coal which passes through a 71 mm colliery screen, but remains on a 31.5 mm colliery screen, and which shall contain ex-trucks at point of delivery less than 7.5% of fines which will pass a 4mm screen.

##### **5.1.1.3. Smalls**

Shall mean a coal which passes through a 25 mm colliery screen, which shall contain ex-trucks at point of delivery less than 40% of fines which will pass a 4mm screen.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

#### **5.1.1.4. Rounds**

Shall mean a coal which remains on a 31.5 mm colliery screen, and which shall contain ex-trucks at point of delivery less than 7.5% of fines which will pass a 4mm screen.

#### **5.1.1.5. Lumps**

Shall mean a coal which remains on a 100 mm colliery screen, and which shall contain ex-trucks at point of delivery less than 7.5% of fines which will pass a 4mm screen.

#### **5.1.1.6. Large Cobbles**

Shall mean a coal which passes through a 150 mm colliery screen, but remains on a 31.5 mm colliery screen, and which shall contain ex-truck at point of delivery less than 7.5% of fines which will pass a 4mm screen.

#### **5.1.1.7. Cobbles**

Shall mean a coal which passes through a 100 mm colliery screen, but remains on a 31.5 mm colliery screen, and which shall contain ex-truck at point of delivery less than 7.5% of fines which will pass a 4mm screen.

#### **5.1.1.8. Nuts**

Shall mean a coal which passes through a 40 mm colliery screen, but remains on a 22.4 mm colliery screen, and which shall contain ex-truck at point of delivery less than of fines which will pass a 4mm screen.

#### **5.1.1.9. Duff**

Shall mean a coal which passes through a 6.3 mm colliery screen.

The Department of Health has the right to use any coal size included in this contract should there be a need or due to unforeseen circumstances; In that case the bidder is required to submit a quote for all the coal sizes measured in cost per ton (see Annexure-A-Pricing Schedule).

### **5.2. BIDDERS EXPECTATIONS**

- 5.2.1. The bidder will be held liable for any expense which may be incurred by the department as a result of injury to a person or damage to property arising from the presence of any explosive object of any kind. Bidder will be liable for damages that will be caused by the inferior quality of coal delivered including any foreign matter present in the coal.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

- 5.2.2. The bidder is liable and hereby indemnifies the Department of Health and its representative against any liability, loss, claim or action, irrespective whether it originates from the common law or legislation, as a result of injury to or the death of any person in any way whatsoever that originates from or that is caused in the execution of the work except when is due to the omission of the representative/agent or any person for whole actions the Department of Health is liable in law.
- 5.2.3. The bidder is liable for and hereby indemnifies the Department of Health and representative/agent against any liability, claim or action, in respect of the loss of or damage to any movable or immovable property or adjacent property to the terrain irrespective of whether such property belongs to or is under the control of the Department of Health or any other body or person that originates from or that is caused by the execution of the work except when is due to the omission of the representative/agent or any person for whose actions the Department of Health is liable in law.
- 5.2.4. A copy of insurance covering public liability not less than R 1 million and must be provided within 21 days after the award of the bid before SLA is signed. No extension will be granted. The Department of Health reserves the right to cancel the award of the bid if a copy of such insurance is not provided within the above-mentioned time.
- 5.2.5. The bidder shall demonstrate the existence of own coal yard or leased coal yard.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

### 5.3. DELIVERIES

#### 5.3.1. Deliveries in bulk

- a. Prices are to be indicated per ton in bulk, delivered by road. WEIGHBRIDGE COST MUST BE INCLUDED IN THE BID PRICE and Administration costs.
- b. Every shipment delivered in bulk shall be accompanied by a current test certificate (not older than 7 days) of the mine supplying coal to the contractor. The values that are expected from Grade A coal must be indicated as follows:

Table 2. Chemical properties

Chemical Properties		
Parameter	Units	A grade
Calorific value	MJ/Kg	27.5 MJ/kg to 28.5MJ/kg
Total Moisture	Maximum % (AR)	2.5% to 3%
Ash	Maximum % (AR)	12.83 to 15.0%
Volatile matter	Minimum % (AR)	22 to 24.63%
Sulphur	Maximum % (AR)	0.62 to 1.0%

- c. Should there be any doubt about the quality of the coal, each institution reserves the right to accept or reject the load of coal before unloading. This decision will be binding and unconditionally accepted by the bidder.
- d. The coal must be delivered in the bunker of the institution. Any spillage must be cleaned before leaving the premises (Exceptional cases due to construction must be indicated with an acceptable alternative).
- e. Coal shall be delivered inside the bunker/ container/ room at each institution, the bidder shall acquaint themselves with conditions and accessibility to delivery points on site. If necessary, alternatives must be provided.
- f. Air pollution, due to be released when off-loading, must be restricted to an absolute minimum.
- g. All deliveries shall be made from Mondays to Fridays during normal working hours (7:30 to 16:00) or as arranged by the institution and the contractor.

#### 5.3.2. Delivery Applicable Document

A weighbridge certificate containing the following must be submitted with each consignment delivered in bulk by road:

- a. The name and address of the weighbridge owner.
- b. The date and time.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

- c. The gross mass as well as the net mass of the coal on the vehicle.
- d. Failure will result in non-payment of the delivered coal.

#### 5.3.3. Coal Delivery Reports

- a. All delivery reports will consist of the following:
  - i. Weighbridge certificate.
  - ii. Certificate of conformity (meeting the requirement of this specification).
  - iii. A triplicate proof of delivery document which shall have the following information completed with regards to the person making the delivery and the people who are receiving the material:
    - Date.
    - Names in block letters.
    - Employee numbers.
    - Contact numbers.
    - Signature.
- b. If deliveries are not according to the contract and the specifications, the contractor will be instructed to remove the items immediately at his/her own cost and provide replacement delivery. On failure to provide replacement supplies that comply to the specification the department may purchase the supplies from a different supplier in the contract. The contractor shall bear any adverse difference in price of the said supplies and these amounts plus any other damages which may be suffered by the Department shall be paid by the contractor to the Department.

#### 5.3.4. Coal transportation to Institutions

- a. The vehicles used must be compliant with road safety and coal transport requirements.
- b. Vehicles must be clearly identified with the company logo or details.
- c. A minimum 30-tons side/back tipper truck and a front loader are required for the supply and delivery of coal.
- d. Only the type of tipper specified in this specification is to be used at each institution. In the event of another type of tipper being used, the cleanup costs shall be in the account of the supplier, who shall also be responsible for supervising the cleanup operation.
- e. The bidder must provide evidence indicating proof of transport ownership or lease document.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

#### 5.3.5. Coal quantities and Payment

- a. The quantities indicated are ESTIMATED quantities and no guarantee can be given that quantities and types of coal indicated will be ordered. The procurement of coal by the GDoH institutions shall as be and when the need arises.
- b. Quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity that will be procured during the contract period.
- c. The contractor shall adhere to quantities (weight) as ordered. No payment shall be made for consignments less than, or exceeding the quantities as ordered. Payment will only be affected by the ordered weight.
- d. The quantities ordered may not be exceeded. Any over supply will not be accepted and will be returned to the supplier at his own expense.
- e. The operator as well as the representative of the Technical Department of the institution will check the quality of the consignment. All deliveries shall, however, be received and certified by both the Supply Chain Management practitioner and technical head or his duly appointed person.

#### 5.3.6. Other Requirements – Emergency Orders

In the event of an emergency the following procedure is to be executed:

- a. The relevant GDoH Institution shall call the supplier's account manager on the emergency phone number.
- b. The details regarding the emergency to be relayed to the account manager.
- c. The account manager to assign emergency delivery protocol in order to comply with the GDoH Institution's demand.
- d. The account manager to draw a report of this emergency and forward to the relevant GDoH Institution.
- e. The account manager to make sure that the necessary purchase order number is received from the relevant GDoH Institution no later than three days after emergency delivery has been done.
- f. The accounts manager is to make sure that all relevant documentation is signed and forwarded for processing. The invoice shall state that the order was an emergency.

#### 5.4. Safety Environmental Conditions

- a. Care must be taken during all stages of transporting the coal to the End User.
- b. The offloading of coal shall in no way create a safety hazard to all.
- c. No manual offloading shall be allowed for safety reasons.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

### **5.5. Staff Requirements**

The bidder is expected to provide staff complimentary as follows:

- a. Minimum of three drivers with a valid code 14 drivers' license with at least 3 years' experience in delivering coal and a public driving permit (PrDP).

### **5.6. Removal of Boiler Ash from Boiler House**

5.6.1. The bidder is expected to:

- a. Clean up and remove all boiler ash around boiler house.
- b. Removal of coal ash as and when requested.

5.6.2. Removal of boiler ash conditions:

- a. The supply of all necessary equipment and labour for the duration of the contract.
- b. The bidder shall not unlawfully occupy or interfere in any way with the free use by the public of any public road (such as right of way, path or street) in the execution of this contract.
- c. The bidder shall indemnify the Gauteng Department of Health (GDoH) in respect of any damages caused to any public road, thorough fare or in respect of any injury sustained by any third party, where such damage or injury has arisen due to negligence of the bidder or any of his/her employees in connection with the fulfilment of this contract.
- d. The bidder shall take all reasonable precaution to protect the public, the property and the staff of the Gauteng Department of Health and all persons who may be present on site, from injury and to protect all property against damage during the progress of the contract and shall accept full responsibility for any incident which may occur at any area related to the contract, due to negligence on his/her or any of his/her employee's part.
- e. The representative of the GDoH shall immediately, when the contractor becomes aware of such an incident, be informed by telephone, email or similar means, of such an incident as stated in paragraph (d). Copies of any documents and reports pertaining to such an incident, as required by the Occupational Health and Safety Act 1993 (Act 85 of 1993) and any relevant Regulations, shall, without delay, be forwarded to GDoH.
- f. All staff of the tenderer shall, upon arrival and departure, report only to the authorized representative of GDoH on site. These people will be identified to the successful bidder at the commencement of the contract.
- g. Tenderers must submit full particulars including physical address and approval certificates of all dumping ground/sites.
- h. Any change in ownership of the business shall without delay be brought to the attention of the head of infrastructure.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

- i. The contractor shall have all the equipment and properly skilled staff required for the execution of the contract available for his use. The transport, use and storage of this equipment will be entirely at his/her risk. GDoH will therefore not supply any equipment or labour in respect of the fulfilment of the contract.
- j. The bidder shall completely remove the ash from the storage facility during an ash removal cycle. After having removed the ash from the storage facility, the bidder shall leave the site and the surroundings in a clean and tidy condition.
- k. GDoH institutions will be responsible for determining the frequency of ash removal from the sites and must conduct regular inspections to ensure that the storage facilities on the sites have adequate space available between ash removals.
- l. The material will become the property of the successful bidder once it is loaded into the loading hold of his/her vehicle(s) or the container(s) supplied by him/her for this purpose and will be disposed of at his/her cost and discretion.
- m. Any damage caused by the contractor to any equipment or installations on any site will be at the cost of the contractor.
- n. Should the contractor be uncertain about the scope of work to be executed under this contract, the Gauteng Department of Health: Maintenance shall be immediately requested to clarify any instruction or scope which is not clear.

**NB: The ash must be in a damp condition when removed to limit unwanted movement of the fine fraction of the stored material.**

### **5.7 Bunker Cleaning**

The bunker is a coal-receiving and storage facility for later usage. The bidder is expected to remove blockages and provide cleaning services to allow smooth operations of a bunker, as and when required.

The bidder is expected to provide the cleaning and unblocking services within 24hrs of being notified by the institution of breakdown on the coal conveyor or blockage.

## **6. ENTITIES SPLIT PER CLUSTER**

- The project is divided into three (3) clusters, entities are grouped according to each cluster.
- Bidders must complete and submit the table provided on Annexure-A for selection of cluster/s.





GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

- Bidders **MUST select one primary cluster ONLY** as provided on Annexure-A of the Pricing Schedule. A bidder that selected more than one primary cluster will be disqualified.
- Bidders may select one or more of the listed clusters as their secondary option/s.
- The respective clusters are indicated as follows:

**Table 3.** bidding options

Item No.	List of Clusters	Boiler Capacity (Kg/h)
<b>Cluster-A (Johannesburg and West Rand)</b>		
1	Edenvale Hospital	10000
2	Helen Joseph Hospital	8000
3	Leratong Hospital	12500
4	Rahima Moosa Mother & Child	7500
5	Carletonville Hospital	10000
6	Dr Yusuf Dadoo Hospital	12000
7	Chris Hani Baragwanath Hospital	68000
8	Sterkfontein Hospital	8000
<b>Cluster-B (Tshwane Region)</b>		
1	Cullinan Rehabilitation Hospital	4000
2	Dr George Mukhari Hospital	60000
3	Jubilee Hospital	6400
4	Odi Hospital	1800
5	Kalafong Hospital	15600
6	Masakhane Laundry	40000
7	Weskoppies Hospital	4000
<b>Cluster-C (Ekurhuleni, Sedibeng and Tshwane)</b>		
1	Tambo Memorial Hospital	12000
2	Far East Rand Hospital	7500
3	Pretoria West Hospital	5600
4	Pholosong Hospital	6500
5	Steve Biko Academic Hospital	32000
6	Tembisa Hospital	11200
7	Dunswart Laundry	16000
8	Bertha Gxowa Hospital	2000
9	Johan Heyns CHC	2200
10	Kopanong Hospital	13000
11	Sebokeng Hospital	15000



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

**NB:** Bidders shall complete and submit the table of bidding option/s. If a bidder fails to select a preferred choice on the table as provided on Annexure A, the bidder will not be considered for further evaluation.

## 7. 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) and the Preferential Procurement Regulations, 2022 in two stages:

Stage 1A: Mandatory Administrative Compliance

Stage 1B: Functionality Evaluation

Stage 2A: Price and Preference Point Evaluation

Stage 2B: Site Visit Evaluation

### STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE

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

1. Completed and signed SBD 01: Invitation to Bid.
2. Completed and signed SBD 4: Bidder's disclosure.
3. Bidder to submit pricing schedule (Annexure-A).
4. Bidder to submit valid certificate/s of analysis from SANAS accredited laboratory indicating a date of not older than (3) three months at the time of tender closing. The certificate must depict calorific values of at least: 27.5% to 28.5% for A grade.
5. Financial Capability of Proof of Good Financial Capability  
Bidders to provide the Department with a confirmation/Ranking letter on the official letter head issued by a South African commercial bank registered in terms of the National Credit Act for an investment/credit facility of a minimum of eight Million Rands (R 8 million) as part of the bid submission (The letter should be dated within 21 days of the advertisement period and must not be older than the date of the bid advertisement).



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

6. If the bidder is a mine, bidder to submit valid copy as proof of operating license or permit issued by the Department of Mineral Resources and Energy or, if the bidder is sourcing from the mine, a signed commitment letter on the letter head from the mine indicating that they will be the source of supply for the duration of the contract must be submitted.

7. Bidders to submit a valid copy of waste disposal permit of coal ash.

Failure to comply with the above requirements will invalidate the bid.

**STAGE 1B: FUNCTIONALITY EVALUATION**

Only bidders who have complied with mandatory administrative compliance will be evaluated for functionality. During this phase, bidders' responses will be evaluated for functionality.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on the criteria, as per Table 4.

The total scoring points for functionality is **85 points**. The minimum threshold score of **70 points** for functionality shall apply. Bids with a score below the minimum threshold score shall be declared non-responsive and set aside.

Note: Bidders must, as part of the bid documents, submit all the supporting documents for the functionality evaluation.

**Table 4: The Functionality Evaluation**

Criteria	Scoring Criteria	Scoring Points
1. Human Resource Capacity	<p><b>1.1. Bidder to demonstrate availability of competent drivers that have a code 14 driver's license with a PrDP.</b></p> <ul style="list-style-type: none"> <li>• Three drivers and more (5 points)</li> <li>• Two drivers (3 points)</li> <li>• One driver (2 points)</li> <li>• No driver (0 points)</li> </ul> <p><b>NB: Bidder will score points for only the submitted valid copy/copies of code 14 driver's license with PrDP. A code 14 license without a PrDP will not be considered.</b></p>	5



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

	<p><b>1.2. Bidder to submit driver/s CV/s indicating minimum years of experience in delivering coal (individually).</b></p> <ul style="list-style-type: none"> <li>• Three CVs with corresponding reference letters indicating three years' or more driving experience (5 points)</li> <li>• Two CVs with corresponding reference letters indicating two years' or more driving experience (3 points)</li> <li>• One CV with a corresponding reference letter indicating one year or more of driving experience (1 point)</li> <li>• No CV/s submitted or CV/s submitted do not indicate years of experience and/or no corresponding reference letters attached (0 points)</li> </ul> <p><b>NB: Points will be allocated as per the total number of CVs and total number of years of experience per driver.</b></p> <p><b>NB: Drivers that have been working for the same company for years may submit one reference letter indicating years employed or if the driver accumulated experience from working for different companies more than one reference letters from previous employers may be submitted.</b></p>	<b>5</b>
<b>2. Transportation requirements</b>	<p><b>2.1. Bidder to submit evidence for suitable vehicles that have back/side tipper trucks with a minimum load capacity of 30 tons.</b></p> <p>a. Bidder with three 30 Tons Side/back tipper trucks (30 points)</p> <ul style="list-style-type: none"> <li>• If the bidder is the owner, a Valid Truck Registration Documents Registered under the company/ director/s Or In the case of lease, bidder to submit Valid Truck Registration Documents with the Lease agreement/ Letter of intent signed</li> </ul>	<b>30</b>



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

		<p>by both parties Or an affidavit signed by commissioner of oath will suffice.</p> <ul style="list-style-type: none"> <li>No submission of any of the requirements as stated above (0 points)</li> </ul> <p>b. Bidder with two 30 Ton Side/back tipper trucks (20 points)</p> <ul style="list-style-type: none"> <li>If the bidder is the owner, a Valid Truck Registration Documents Registered under the company/ director/s Or In the case of a lease, bidder to submit Valid Truck Registration Documents with the Lease agreement/ Letter of intent signed by both parties Or an affidavit signed by commissioner of oath will suffice.</li> <li>No submission of any of the requirements as stated above (0 points)</li> </ul> <p>c. Bidder with one 30 Ton Side/back tipper truck (10 points)</p> <ul style="list-style-type: none"> <li>If the bidder is the owner, a Valid Truck Registration Documents Registered under the company/ director/s Or In the case of lease, bidder to submit Valid Truck Registration Documents with the Lease agreement/ Letter of intent signed by both parties Or an affidavit signed by commissioner of oath will suffice.</li> <li>No submission of any of the requirements as stated above (0 points)</li> </ul> <p><b>NB: Bidder with more than one truck should produce evidence for each truck to claim full points.</b></p>	
--	--	---	--



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

	<p><b>2.2. Bidder to submit suitable proof for vehicles with a front-end loader:</b></p> <p>a. One front-end loader (10 points)</p> <ul style="list-style-type: none"> <li>If the bidder is the owner, a Valid front-end loader Registration Documents Registered under the company/ director/s Or In the case of lease, bidder to submit Valid front-end loader Registration Documents with a Lease agreement/ Letter of intent signed by both parties or an affidavit signed by commissioner of oath will suffice.</li> <li>No submission of the requirements as stated above (0 points)</li> </ul> <p><b>2.3. Contingency plan addressing adverse events (10 points).</b></p> <p>a. labour unrest, (5 point)</p> <p>b. Coal shortage (5 Point)</p> <p>c. No contingency plan submitted or contingency plan submitted does not address the above (0 point)</p>	<p><b>10</b></p> <p><b>10</b></p>
3. Bidders track record and experience	<p><b>3.1. Bidder to demonstrate experience in delivery of coal in respect of the following:</b></p> <p>a. Bidders must submit a reference letter(s) with corresponding award letter(s) or purchase order(s). The reference letter(s) must be on the letterhead of the current or previously serviced client and should reflect the name of the client, description of the work conducted indicating the start and end period, contactable reference name and contact details and signed by the appropriate delegate.</p>	



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

	<p>Evidence produced will be scored as follows:</p> <ul style="list-style-type: none"> <li>Submitted reference letter(s) with award letter(s) or purchase order(s) indicating three years of experience and above (25 points)</li> <li>Submitted reference letter(s) with award letter(s) or purchase order(s) indicating one to two years of experience (15 points)</li> <li>Submitted reference letter(s) with award letter(s) or purchase order(s) indicating less than one year (combined experience) (0 points)</li> </ul> <p><b>NB: Reference/award letter(s) without all the details as stated above will not be considered. Submitted evidence in months will be combined into a year and any submitted evidence less than a year when combined will not be considered.</b></p>	<b>25</b>
<b>Total Points</b>		<b>85</b>
<b>Minimum Threshold</b>		<b>70</b>

Bidders who failed to meet the minimum threshold of **70 points** will not be considered for next stage of evaluation.

**STAGE 2A: PRICE AND PREFERENCE POINTS CLAIM**

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

**To claim points for price, bidders are referred to:**

- SBD 3.2: Non-Firm Prices
- Annexure-A for-pricing schedule



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

**To claim points for specific goals, bidders are referred to SBD 6.1. and the table below:**

**Table 5: The maximum points for price and specific goals are allocated as follows:**

<b>SPECIFIC GOALS REQUIREMENTS</b>	<b>POINTS FOR 80/20</b>	<b>POINTS FOR 90/10</b>	<b>DOCUMENTARY PROOF</b>
The promotion of South African owned enterprises	8	2	Municipal account / sworn affidavit / Lease agreement – must be in the name of the enterprise /director(s)/ Owner. NB: Municipal account must not be older than 3 months
Enterprise which is at least 51% owned by woman	6	4	A valid copy of BEE/CIPC registration documentation will suffice
Enterprise which is at least 51% owned by youth	6	4	A valid copy of BEE/CIPC registration documentation will suffice
<b>TOTAL POINTS FOR SPECIFIC GOALS</b>	<b>20</b>	<b>10</b>	

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

**STAGE 2B: SITE VISIT EVALUATION**

Only the sites of the bidders who have complied with price and preference point evaluation will be evaluated.

The Department reserves the right to inspect the bidders' premises or source of supply at reasonable times. The bidders must meet the Departmental staff on their sites and co-operate with them and furnish the information they require. It is the duty of the bidder to arrange with the source of supply where the transport or coal yard belongs to the source of supply.

The overall score for site visit is 60 points. The sites will be evaluated as per table 6 below. The bids will be declared non-responsive and set aside, if they do not meet the minimum threshold of 45 points for the site evaluation.





**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

**Table 6: Site visit Evaluation**

Criteria	Scoring Criteria	Scoring Points
1. Existence of delivery transport	1.1. Bidders must demonstrate existence of own transport, side/back tipper truck with minimum load capacity of 30 tons.  a. Three side/back tipper truck available on site (25 point)  b. Two side/back tipper truck available on site (15 point)  c. One side/back tipper truck available on site (10 point)  d. No side/back tipper truck onsite.	25
	1.2. Bidders must demonstrate existence of own front-end loader available on site.  a. Front end loader available on site (10 point)  b. No Front loader on site (0 point)  NB: Where the bidder has signed a letter of intent or lease agreement or an affidavit, bidder must arrange for the viewing of transport at the third party's premises.	10
2. Coal yard or site	Bidder to demonstrate the existence of functioning coal yard/site and processing activities.  a. The existence of a coal yard. (15 points)  b. Coal Process and Loading activities relating to the bid taking place at a source of supply (mine / producer of coal) as registered with the Department of Mineral Resources valid mine permit and valid water use license as issued by the Department of Water and Sanitation. (10 points) or c. Loading of Coal activities relating to the bid taking place to supplier of coal with a valid water use license as issued by the Department of Water and Sanitation (10 points)	25



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

	d. No existence of any of the above (0 points).	
<b>Total</b>		<b>60</b>
<b>Minimum Threshold</b>		<b>45</b>

The bids will be declared non-responsive and set aside, if they do not meet the minimum threshold of 45 points for the site evaluation.

## **8. SPECIAL CONDITIONS**

### **8.1. Supplier Performance Management**

Supplier performance management will be the responsibility of end-user departments and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, the Gauteng Department of Health: Contract Management must be informed for mediation. Supplier performance shall be reviewed on a 12-month basis.

### **8.2. 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 organization without the prior written approval of the other party.

### **8.3. Quality**

Products must conform to the quality requirements as stipulated in the terms of reference. Each delivery must be accompanied by the certificate of analysis.

### **8.4. The Contract**

The contract will be legally constituted once the department has notified the successful bidder/s of the acceptance of the bid and the bidder has fully complied with all terms and conditions contained therein.

### **8.5. 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.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

## 8.6. Right and Obligation

The service provider is required to:

- 8.6.1 Conduct business in a courteous and professional manner.
- 8.6.2 The GDoH shall:
  - a. Conduct business in a courteous and professional manner with the service provider.
  - b. Not accept responsibility for any damage suffered by the service provider or their personnel for the duration of the contract.
  - c. Not accept any responsibility of accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.

## 8.7. Offences

- 8.7.1. Use of substandard material / equipment.
- 8.7.2. Failure to provide adequate resources (staff, equipment and material/products).
- 8.7.3. Failure to comply with the code of conduct.
- 8.7.4. Failure to respond to emergency calls.
- 8.7.5. Failure to comply with OHS.
- 8.7.6. Failure to comply with institutional SOP.
- 8.7.7. The department reserves the right to terminate the contract after three months following non-compliance to the above.

## 8.8. Payment Terms

- 8.8.1. Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt.
- 8.8.2. It is compulsory for the successful bidder/s, on award, to register for GPG Electronic Invoice Submission and Tracking.
- 8.8.3. Bidders should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.
- 8.8.4. Bidders should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract. Please note that no deliveries should be made unless an official and authorized order form has been received from the Gauteng Department of Health.
- 8.8.5. 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 bidder deviate from the orders issued by the purchasing institutions.
- 8.8.6. All queries regarding outstanding payments must be directed to the relevant institution.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

- 8.8.7. Invoice/s in duplicate, showing purchase order number, item description, and the contract number, on the copy and mark the original. The original must be sent to the Gauteng Department of Health and one copy to the End-User / Institution.
- 8.8.8. Service provider must provide invoices for finance claims in accordance with various Health Institutions where the service was provided.

#### 8.9. Policies and Procedures

The successful bidder/s must at all times comply with the Gauteng Department of Health and wellness policies and procedures including institutional Standard Operating Procedures (SOP) as well as maintain a high level of confidentiality of information.

#### 8.10. Price Qualification:

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

#### 8.11. Price Adjustment Periods

- 8.11.1 Contract price adjustment shall be applied on an annual basis at the anniversary of the transversal contract from commencement date.
- 8.11.2 Please furnish full particulars of your financial institution, where applicable state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.
- 8.11.3 The successful bidder shall submit an application, in writing and supported by documentary proof, to GDoH thirty (30) days before the effective date of any price adjustment.

#### 8.12. Period of Validity

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



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

### 8.13. Monitoring and Evaluation

Systems will be put in place by the management of the health institution to monitor the supply of coal ash removal and cleaning of bunkers. Quarterly evaluation and annual review of performance to be conducted by the institution. Record keeping of progress on achievement of the performance indicators must be kept.

### 8.14. The Contract

- 8.14.1. The contract will be legally constituted once the Department has notified the successful Bidder of the acceptance of the Bid and the Bidder has fully complied with all terms and conditions contained therein.
- 8.14.2. Any damages that may be caused to the building during the deliveries/ash removal on site, they must be repaired / replaced immediately by the supplier to the standard of the building.

### 8.15. The Conditions of the Bid Award.

- 8.15.1. The Gauteng Department of Health reserves the right to award or not award the tender.
- 8.15.2. The Gauteng Department of Health reserves the right to make a single award per cluster and/or as whole.
- 8.15.3. In a case where there were no bids received at a specific cluster the Gauteng Department of Health reserves the right to award that cluster to any successful bidder at the same quoted rates.
- 8.15.4. The Gauteng Department of Health reserves the right to award primary and secondary bidder/s within a cluster.
- 8.15.5. The Gauteng Department of Health reserves the right to allocate institutions based on financial capacity and/or highest scorer on functionality and/or highest scorer on Price and preference point system.
- 8.15.6. The successful bidder must be tax compliant prior to award of the tender.
- 8.15.7. Bidders must be registered with CSD and provide the CSD report with the Supplier Master Registration Number (MAAA number).
- 8.15.8. The Gauteng Department of Health reserves the right to negotiate further with the recommended bidders, where prices are above the market related in order to achieving a standardized and/or average price.
- 8.15.9. The successful bidder must comply with the Unemployment Insurance Fund (UIF) before award of the tender.
- 8.15.10. The successful bidder must comply with the Department of Labour in respect of Compensation of Occupational Injury and Diseases Act (no 130 Of 1993) (COIDA) before the award of the tender.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

8.15.11. The bidder is required to submit a valid copy of insurance covering public liability not less than R 1 million and must be provided within 21 days after the award of the bid before SLA is signed. No extension will be granted. The Department of Health reserves the right to cancel the award of the bid if a copy of such insurance is not provided within the above-mentioned time.

8.15.12. The Gauteng Department of Health reserves the right to extend and include additional facilities (new facilities, extension of facilities and relocation of premises). The same quoted prices shall apply in principle to the additional facilities thereof.

#### 8.16. Communication

8.16.1. The Directorate: Acquisition and Contract Management, Gauteng Department of Health and Wellness 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.

8.16.2. Any communication to any government official or a person acting in an advisory capacity for the Gauteng Department of Health and Wellness in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

8.16.3. All communication between the bidder and the Directorate: Acquisition and Contract Management, Gauteng Department of Health must be done in writing.

#### 8.17. Supplier Due Diligence.

The Gauteng Department of Health and Wellness reserves the right to conduct supplier due diligence prior to final award of the tender or at any time during the tender period. This may include a bidder presentation, site visits.

#### 8.18. Travel

The Gauteng Department of Health and Wellness will not be liable for any costs incurred by the bidder during the bidding process.

#### 8.19. 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.



GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS

---

## 8.20. Fronting

- 8.20.1. 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 GDoH condemns any form of fronting.
- 8.20.2. 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.
- 8.20.3. 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 an enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- 8.20.4. 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 conducting business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

## 8.21. Contract Period

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

## 8.22. Mergers, Take Overs and Changes in Supplier Detail

- 8.22.1. Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health and wellness in writing immediately (within 7 days) of relevant details.
- 8.22.2. 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.
- 8.22.3. The contracted supplier must inform the Department of Health and wellness within 7 days of any changes of address, name or banking details.



**GT/GDH/019/2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY OF COAL, ASH REMOVAL AND CLEANING OF BUNKERS FOR COAL BOILERS AT DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS**

### 8.23. Late Bids

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

### 8.24. Pricing Schedule (See annexure A)

8.24.1. The bidders have an option to bid and quote for any of the three (3) clusters.

8.24.2. All prices must include Value Added Tax.

8.24.3. The bidder must ensure that the pricing schedule is completed according to the required information.

8.24.4. The bidders must only fill in the pricing schedule for the cluster/s they are bidding for.

8.24.5. Failure to comply with the bid will lead to the bidder being disqualified.

## 9. ENQUIRIES

<b>FOR TECHNICAL ENQUIRIES:</b>	<b>FOR ADMINISTRATIVE ENQUIRIES:</b>
Infrastructure Management: Mr. Malibongwe Zuma E-mail: <a href="mailto:Malibongwe.Zuma@gauteng.gov.za">Malibongwe.Zuma@gauteng.gov.za</a>	Acquisition Management:

**NB: All questions regarding the specification must be submitted 5 days before the closing date of the tender. No will be considered submitted within the five days before the closing date of the tender.**





# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

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

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

**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
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,



- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)