



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

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BID NUMBER														
BID DESCRIPTION														
CUSTOMER DEPARTMENT														
CUSTOMER INSTITUTION														
BRIEFING SESSION	Y		N		SESSION COMPULSORY				Y		N			
					SESSION HIGHLY RECOMMENDED				Y		N			
BRIEFING VENUE						DATE				TIME				
COMPULSORY SITE INSPECTION	Y		N					DATE				TIME		
SITE INSPECTION ADDRESS														
TERM AGREEMENT CALLED FOR?				Y		N		TERM DURATION						
CLOSING DATE				CLOSING TIME										
TENDER BOX LOCATION														

NOTES

THE TENDER BOX IS OPEN

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

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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



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PART A INVITATION TO BID

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



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

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of 20.....

.....
Name of data subject/ designated person

.....
Signature

.....
Name/Surname/Dept of Responsible Party

.....
Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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



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INSTRUCTION TO BIDDERS

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



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INSTRUCTION TO BIDDERS

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

POINT SYSTEM

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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											

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State Institution

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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.

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

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

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

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

Signature		Date	
Position		Name of the Bidder	



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation.



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EVALUATION METHODOLOGY PROCESS

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STAGE 2

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

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

SPECIFIC GOALS	POINTS ALLOCATED

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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BIDDERS JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

THIS SECTION IS FOR OFFICE USE ONLY

Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



GAUTENG PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL FOR GT/GDH/005/2026-THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONCE-OFF SUPPLY AND DELIVERY OF THREE (3) TON BATTERY-OPERATED PALLET TRUCKS INCLUDING MAINTENANCE TO GAUTENG MEDICAL SUPPLIES DEPOT.

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GAUTENG PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL FOR GT/GDH/005/2026-THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONCE-OFF SUPPLY AND DELIVERY OF THREE (3) TON BATTERY-OPERATED PALLET TRUCKS INCLUDING MAINTENANCE TO GAUTENG MEDICAL SUPPLIES DEPOT.

ABBREVIATIONS

BEE:	Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
CoC:	Certificate of Compliance / Certificate of Conformity
CPA:	Contract Price Adjustment
CPI:	Consumer Price Index
CSD:	Central Supplier Database
GDOH:	Gauteng Department of Health
GCC:	General Conditions of Contract
PGP:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
MSD:	Medical Supplies Depot
OHSA:	Occupational Health and Safety Act
POPI:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
SABS:	South African Bureau of Standards
SANS:	South African National Standard
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
VAT:	Value- Added Tax



GAUTENG PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL FOR GT/GDH/005/2026-THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONCE-OFF SUPPLY AND DELIVERY OF THREE (3) TON BATTERY-OPERATED PALLET TRUCKS INCLUDING MAINTENANCE TO GAUTENG MEDICAL SUPPLIES DEPOT.

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1. THE PURPOSE

The purpose of this tender is to appoint a service provider to provide a once off supply and delivery of 3-ton battery-operated pallet trucks including two (2) year warranty and three (3) year maintenance plan to the Gauteng Medical Supplies Depot. The Department wishes to procure twelve (12) units that will serve the MSD.

2. BACKGROUND

The Gauteng Department of Health, Medical Supplies Depot (MSD) is situated in 35 Plunkett Avenue, Hurst Hill, Auckland Park. MSD is a trading entity specialising in the procurement, warehousing, issuing and distribution of essential medicines to all healthcare facilities in this province.

MSD receive pharmaceutical related items from suppliers in bulk on platforms. Currently MSD do not have adequate pallet trucks for staff to move medicines with heavy loads throughout the three (3) -tier warehouse daily.

It must be noted that some of the medicine weight up to 2000kg per platform which is very labour intensive for staff to move on manual pallet jacks, optimal functioning of electrical pallet trucks is therefore significant.

In order to work efficiently and effectively the above equipment are essential in the daily activities of the warehouse. It is important to receive pharmaceutical items without delay to ensure continuous service delivery to all health institutions in time.

Adequate equipment is required to enhance service delivery and to contribute to better working conditions within the warehouse.

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 The General Conditions of Contract (GCC):

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

3.2 The Special Conditions of Contract (SCC):

The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflicts with the General Conditions of Contract, the Special Conditions of Contract shall prevail.



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3.3 Other legal prescripts:

The Gauteng Department of Health provides Public Health Services. The physical protection function is regulated by the following acts:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. no. 53 of 2003)
- b. Public Finance Management Act, 1999 (Act no. 1 of 1999)
- c. Preferential Procurement Policy Framework Act, 2000 (Act no. 5 OF 2000)
- d. Preferential Procurement Regulations, 2022
- e. Open Tender Framework, 2019
- f. Gauteng Finance Management Supplementary Amendment Act, 2019 (Act no. 6 of 2019)
- g. Constitution of the Republic of South Africa, 1996 (Act no. 108 of 1996), Section 217
- 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. Occupational Health and Safety Act, 1993 (Act no. 85 of 1993)
- l. Driven machinery regulation of 2015
- m. Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985)
- n. Information Act, 2002 (Act 70 no. of 2002)
- o. Labour Relations Act, 1995 (66 no. of 1995)
- p. Employment Equity Act, 1998 (Act no. 55 of 1998)
- q. Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963
- r. Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

3.1 Applicable Quality Standards

NB: All the material / product offered must comply with the quality standards accredited by SANS/SABS or equivalent.

4. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part 1	Section 1: Technical Proposal of the tender
	<p>All documents must be read, completed, signed where applicable and submitted. Application document should be submitted in English language.</p> <ol style="list-style-type: none"> 1) SBD 01: Invitation to Bid 2) SBD 04: Bidders Disclosure 3) Bidder must be registered with CSD and provide a Supplier Master Registration Number (MAAA number). 4) Tax Clearance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is 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.



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	<p>5) Product Brochure, fully comprehensive and Technical Data Sheets: Bidders must submit the fully comprehensive product brochures and a copy of the technical data sheets that includes the technical specifications of the items tendered for. ALL BROCHURES MUST BE CLEARLY MARKED:</p> <ul style="list-style-type: none"> ▪ Brochures for (Item description) ▪ Item number: to be indicated on brochure ▪ Name of the company <p>6) Valid Commitment letter: If the bidder is the manufacturer (not sourcing products from another company), a commitment letter stating that products will be produced and distributed from own facility should be attached (Letter must be signed and have letterhead with contactable details) or If the bidder is not the original product manufacturer, a valid copy of the commitment letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product must be submitted with the bid documents (Letter must be signed and have letterhead with contactable details).</p> <p>7) Integrity Pack: The bidder to fully complete the integrity pack and attach to the tender document</p>
Part 2	<p><u>Section 2: Functionality Evaluation</u></p> <p>All the supporting documents of proof required must be submitted for the Functionality Evaluation:</p> <ol style="list-style-type: none"> a. Past and Present Contractual track record in selling pallet trucks. b. Past and Present Contractual track record in maintenance of pallet trucks.
Part 3	<p><u>Section 3: Price and Specific goals</u></p> <p>Completed Price Schedule document, referred to as Annexure B must be captured</p> <ol style="list-style-type: none"> 1) SBD 3.1: Price Schedule (Goods) 2) Annexure B: Pricing Schedule (including 2-year warranty and 3-year maintenance cost) 3) SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022



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5. THE PRODUCT SPECIFICATIONS

The bidders must refer to the **Annexure A: Technical Specification**

Annexure-A consist of items listed for the once off supply and delivery of three (3) ton battery-operated pallet trucks which includes two (2) year warranty and three (3) year maintenance plan to Gauteng Medical Supplies Depot. The bidders must complete and submit the Annexure A: Technical Specification as follows:

- a) Hard copy (printed) version of the Bidder's completed Annexure A: Technical Specification.

6. EVALUATION METHODOLOGY

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

Stage 1A:	Mandatory Administrative Compliance Evaluation
Stage 1B:	Functionality Evaluation
Stage 1C:	Technical Evaluation
Stage 2:	Preference Points System (Price and Specific Goals) The bids will be evaluated according to the 80/20 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million (all applicable taxes included), where a maximum of 80 points will be allocated for price and a maximum of 20 will be allocated for specific goals.

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.

All SBDs must be read, completed, signed (where applicable) and submitted.

- a. SBD 1: Invitation to Bid
- b. SBD 4: Bidders Disclosure
- c. Valid Commitment Letter:

If the bidder is the manufacturer (not sourcing products from another company), a commitment letter stating that products will be produced and distributed from its own facility should be attached (Letter must be signed and have letterhead with contactable details) or

If the bidder is not the original product manufacturer, a valid copy of the commitment letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product must be submitted with the bid documents (Letter must be signed and have letterhead with contactable details).



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d. Fully comprehensive **Product Brochure** and Technical Data Sheets:

Bidders must submit the fully comprehensive product brochures and a copy of the technical data sheets that includes the technical specifications of the items tendered for.

ALL BROCHURES MUST BE CLEARLY MARKED:

- Brochures must indicate item description
- Item number/tender number: to be indicated on brochure (written/printed)
- Name of the company

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

STAGE 1B: FUNCTIONALITY EVALUATION

Only bidders who have complied with Stage 1A: Mandatory Administrative Compliance requirements will be evaluated for the Functionality Evaluation.

The Bid Evaluation Committee (BEC) is responsible for scoring. The bids will be evaluated and scored for functionality, based on the criteria, as per below table: The procurement of a once off supply and delivery of three 3-ton battery operated pallet trucks which includes 2-year warranty and 3-year Maintenance for 36 months to Gauteng Medical Supplies Depot.

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

The minimum threshold score is 60 points out of 80 points for functionality.

Table 2: The Functionality Evaluation

No.	Criteria	Description	Points Allocated
1.	Past and Present Contractual track record in selling pallet trucks	<p>Bidders must provide testimonial /reference letters on the client's letterhead. The testimonial/ reference letters must be signed by a contactable reference delegate either from a public or private sector in South Africa, the testimonial /reference letters should indicate the description of the same or similar product sold to the client.</p> <ul style="list-style-type: none"> • 1 reference letter = 10 points • 2 to 3 reference letters = 15 points • 4 to 5 reference letters = 25 points • 6 or more reference letters = 30 points • Non submission of the reference/testimonial letter or reference/testimonial letter submitted without any of the requirements listed above = 0 points. 	30



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No.	Criteria	Description	Points Allocated
2.	Past and Present Contractual track record in Maintenance of pallet trucks	<p>Bidders must provide testimonial /reference letters on the client's letterhead indicating years of experience in maintenance of battery-operated pallet trucks. The testimonial/ reference letters must be signed by a contactable reference delegate either from a public or private sector in South Africa, the testimonial /reference letters should indicate the description of the same/similar product maintained.</p> <ul style="list-style-type: none"> • reference letter(s) indicating 1- 3 years of experience in maintenance = 10 points • reference letter(s) indicating 4 - 6 years of experience in maintenance = 30 points • reference letter(s) indicating 7 - 8 years of experience in maintenance = 40 points • reference letter(s) indicating more than 9 years of experience in maintenance = 50 points • Non submission of the reference/testimonial letter(s) or Submission of reference/testimonial letter(s) not indicating any years of experience in maintenance will score 0. 	50
Total Points			80
Minimum Threshold			60

Bids will be declared non-responsive and set aside, if such a bid does not meet the threshold of 60 points.

STAGE 1C: TECHNICAL EVALUATION

Only bidders who have complied with the Functionality evaluation stage 1B will be evaluated for the Technical Evaluation.

Requirements for completing Technical Evaluation Annexure A:

1. The Annexure A: Technical Specifications (Microsoft Excel) included with the tender documents, must be completed in full for every selected bidding item and submitted with the bid proposal in hard copy (printout).
2. The Product Specification in MS Excel format that is attached as annexure A must be completed and submitted in its original format.
3. Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'.



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4. The scoring of the bids:

Weights:

Each specification will have a weight of 1, or a 2, which indicates the level of importance, as follows:

- A specification (line item) with a weight of 2 is a specification with a very high level of importancy that should be complied with.
- A specification (line item) with a 1 weight is a specification with a standard level of importance

5. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO' on each line item on column C.

6. In the case where a bidder indicated 'No' in column 'C' and an equivalent or better option is provided, bidders must type 'Yes' on column D. Details of the equivalent/better option must be provided on column E. Bidders must note that where an equivalent or better option is provided, a weighting of '1' will be allocated irrespective of the stated weighting requirement in that line item.

7. Bidders must score a minimum threshold of 31 out 35 to qualify for the next stage of evaluation.

8. Bidder to provide reference to brochure (page number) / technical data sheet / Any supporting documents on column G.

If a bidder does not meet the technical specifications requirements or no equivalent/better option offered, the bid will be disqualified. (Bidders must refer to Annexure A)

STAGE 2: PREFERENCE POINTS SYSTEM EVALUATION

Only bidders who have complied with all the above evaluation stages, (Stage 1A, 1B and 1C) will be considered for the Preference Points System evaluation, which includes Price and Specific Goals.

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

Bidders are required to complete:

- a. SBD 3.1: Price Schedule – Firm Prices (Purchases). The total bid price should correspond to the total bid price on Annexure B. In case there is no correspondence between SBD 3.1 and Annexure B, the Department will only take and evaluate the total bid price on Annexure B.
- b. Annexure B: Price Schedule
- c. The SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2022.



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

Table 3: Specific Goals

PRICE AND SPECIFIC GOAL REQUIREMENTS	POINTS	REQUIRED EVIDENCE
POINTS FOR PRICE	80	
Enterprises which are at least 51% owned by historically disadvantaged individuals	10	ID with CSD/BEE/CIPC registration documentation
The promotion of enterprises located in the Gauteng province for work to be done or service to be rendered in the Gauteng Province	10	Municipal account/affidavit/lease agreement – must be in the name of the enterprise. NB: Municipal account must not be older than 3 months.
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	

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

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

7. SPECIAL CONDITIONS

7.1 Penalties

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.

7.2 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 organisation without the prior written approval of the other party.

7.3 Use of fluid correcting substances

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

7.4 The GDOH shall:

- Conduct business in a courteous and professional manner with the Service Provider.
- Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
- Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- Provide a storage facility for maintenance / service equipment and materials.



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7.5 Payment Terms

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

7.6 Maintenance

- a) All-inclusive maintenance of Battery-operated pallet trucks and accessories as well as various items associated with pallet truck must be included in the purchase price along with genuine parts, labour and call outs.
- b) The Battery-operated pallet trucks shall be serviced at intervals of 250 working hours or every 2 months.
- c) The preventative service maintenance plan of three (3) years must be included and quoted separately.
- d) All lifting and handling equipment requires regular services for the hours used to maintain the product in good working condition.
- e) The hour meter and battery indicator on the pallet truck to remind the operator of battery charging.
- f) A certificate must be provided when the maintenance is complete and to indicate when the next maintenance is due, to help keep the equipment in perfect working condition.
- g) All repairs must be done on-site where possible, with genuine parts by experienced and certified technicians.
- h) Terms and conditions of the warranty period should include replacement of irreparable equipment/s.
- i) The Service Provider must ensure that the technician visit the MSD site on a quarterly basis to verify the status of the twelve battery-operated pallet trucks.
- j) A loan pallet truck must be available should the contractors not be able to repair damages within 48 hours.

Maintenance Plan should include the following:

- i. Preventative Maintenance Services plan
- ii. Daily Checklist for drivers.
- iii. Response time and support on equipment breakdowns.

7.7 Training

- a) The bidder shall provide training to officials who will be utilising the new equipment
- b) The training will be done in one day, three sessions and for 30 officials.
- c) Training on safety aspects for MSD users as per OHS Act No 85 of 1993 as amended

7.8 General safety conditions

Any contract goods may, on or after delivery, be inspected, tested, or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the bidders who shall, when called upon, remove them immediately at their own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the bidders' cost and risk. Should the bidders fail to provide the substitute goods forthwith, the purchaser may, without giving the bidders further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the bidders. Removal of such goods should take place within 5 working days, MSD will not be held liable for any damage or loss incurred for such goods if not removed within the stipulated time frame.



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7.9 General conditions

A successful bidder will be required to supply the purchaser with one new operated pallet truck upfront for a period of 2 weeks for testing prior to the delivery of the full consignment. This pallet truck will form part of the full consignment i.e. should the purchaser be convinced and satisfied that the new operated pallet truck supplied meets the required specifications.

The purchaser reserves the right to reject either the new machine and/or the full consignment, should the supplied equipment be different to the technical specification from the tender document.

Should the supplied equipment be rejected, a grace period of two weeks will be granted to allow the successful bidder an opportunity to source out equivalent equipment to match the Bid Specification.

Failure to meet the requirement will result in the cancellation of the contract.

7.10 Delivery and documents

The bidder must be able to deliver full quantity ordered within 6 to 12 weeks from the date of award. Arrangements for shipping and clearance obligations shall be made by the bidders.

7.11 Insurance

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.

7.12 Transportation

Transportation price should form part of the bidding price.

7.13 Incidental services

The bidders may be required to provide any or all the following services, including additional services, if any:

- i. MSD will only pay for abuse and accidental damage when proven by the contractor
- ii. Performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- iii. Furnishing of tools required for assembly and/or maintenance of the supplied goods.
- iv. Furnishing of a detailed operations and maintenance reports for each appropriate unit of the supplied goods.
- v. Performance or supervision or maintenance and/or repair of the supplied goods, for duration of the contract; and
- vi. On site user training on the operation of the equipment must be provided to at least thirty end-users.
- vii. Prices charged by the bidders for incidental services should be included in the contract price for the goods.

7.14 Licenses:

All electrical equipment must be approved and certified by South African Bureau of Standards (SABS).



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7.15 Spare parts

- a) No product or part thereof shall be second hand or refurbished.
- b) The bidder is required to provide all materials, notifications, and information pertaining to spare parts manufactured or distributed by the bidders at no cost to the purchaser.
- c) 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 the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
 - iii. Spare parts must be guaranteed available for 5 years (including warranty and maintenance).

7.16 Warranty

The bidders warrant 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 bidder further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or poor 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.

- 7.16.1 The contract period shall be a once off purchase for the supply and delivery with a two-year warranty and a three-year maintenance.
- 7.16.2 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.16.3 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.
- 7.16.4 If the bidders, 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.
- 7.16.5 The successful bidders must submit the complete service / repair and user manual book as follows:
 - a. original manuals must be supplied.
 - b. The service / repair and user manual book must include the following information:
 - 1. Fault finding guide
 - 2. Circuit diagrams / schematics
 - 3. Circuit descriptions
 - 4. Calibration guide
 - 5. Part numbers and exploded diagram of mechanical parts / panels
 - c. An electronic copy of the manuals and documentation in English must be supplied on



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7.17 Lines of communication and reporting

The appointed Service Provider will be required to report to the designated GDoH official located at the MSD –SCM Unit, who will be introduced to the successful Service Provider on appointment.

7.18 The conditions of the bid award

- a. The Gauteng Department of Health reserves the right to award or not to award the tender.
- b. The Gauteng Department of Health reserves the right to negotiate further with the successful bidders, where prices are above the targeted market price.
- c. The successful bidder must be tax compliant at the awarding of the tender.
- d. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
- e. The Gauteng Department of Health reserves the right to request the successful bidder to submit valid copy/s of competency certificates of each technician/s employed by the bidder relevant to the equipment offered on the installation and maintenance of the item/s tendered for.
- f. The bidder that scores the highest combined points for price and specific goals will be awarded the tender.
- g. The BEC reserves the right to discuss and make a decision where documents are not fully completed/Not signed and required proof is submitted/not submitted.

7.19 Travel

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder during the submission of the bids.

7.20 Counter conditions

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

7.21 Fronting

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- d. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.



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7.22 Contract period

The contract period shall be for a once-off-purchase period for the supply and delivery with a two-years warranty and a three-years maintenance.

7.23 Period of validity

After receipt of the bids and the closing of the tender, the Bid Evaluation Committee of the Gauteng Department of Health shall evaluate all the bids within the validity period of 120 days during which the tender shall be held valid. Each bid will be evaluated and compared to all the other bids.

7.24 Mergers, take overs and changes in supplier detail

- a. Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (within 7 days) of relevant details.
- b. The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- c. A contracted supplier must inform the Department of Health within 7 days of any changes of address, name or banking details.
- d. Failure to provide products specified in this contract can lead to various consequences, including financial penalties, contract termination, and CSD grey listed as a supplier. The specific repercussions depend on the terms of the contract and applicable regulations

7.25 Third parties

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

7.26 Post award reporting

Historical Data:

The successful bidder may be required to submit historical value and volume reports via email on a quarterly basis to:

MSD: Acquisition and Contract Management

8. COMPLETING OF PRICING SCHEDULE (ANNEXURE B)

8.1 The bidders must complete the Price Schedule as follows:

- a) The Annexure B - Price schedule (Goods) must be submitted, with the bid documents in a hard copy and electronic format (not PDF), captured and saved on a memory stick.
 - i) Hard Copy Format:
The hard copy must be written clearly and legibly.
 - ii) Soft Copy Format:
The electronically (soft copy) must be submitted on a memory stick to the Gauteng Department of Health, 45 Commissioner Street, the memory stick must be clearly marked with the Company Name and tender number. The electronic copy will be used by the BEC to compile the evaluation worksheets of the bids.



GAUTENG PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL FOR GT/GDH/005/2026-THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONCE-OFF SUPPLY AND DELIVERY OF THREE (3) TON BATTERY-OPERATED PALLET TRUCKS INCLUDING MAINTENANCE TO GAUTENG MEDICAL SUPPLIES DEPOT.

- b) The Price Schedule in MS Word format that is attached must be completed in order to submit it in original.
- c) The bidders must ensure that there are no discrepancies between the electronic (soft copy) saved on a memory stick and the hard copy submissions of the Price Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.
- d) Each original bid must be submitted in a separate, sealed envelope/arch lever file with the memory stick to Gauteng Department of Health 45 Commissioner Street, Johannesburg before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope/arch file.
- e) Tender Price:
The tender price must be clearly broken down into all the items that are included and the prices per item. All bidders must indicate whether an optional item in a brochure is required to meet the specification and if it is included in the tender price. The breakdown of the prices also assists if part payments have to be made.
- f) The following prices must be submitted and indicated separately:
 - i) A detailed quotation that indicates what items is included and showing the breakdown of prices.
 - ii) The two-year warranty must be included in the unit price of the equipment.
 - iii) The purchase pricing schedule must be completed in full.
 - iv) The tender price must specify the standard items included in the equipment offered as well as the optional items not included
 - v) Quotation must include full maintenance, parts, traveling, labour, forks, wheels, battery, and any other consumables not mentioned.
 - vi) The three-year maintenance, repair services including parts must be quoted separate as indicated on the Annexure B



GAUTENG PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL FOR GT/GDH/005/2026-THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONCE-OFF SUPPLY AND DELIVERY OF THREE (3) TON BATTERY-OPERATED PALLET TRUCKS INCLUDING MAINTENANCE TO GAUTENG MEDICAL SUPPLIES DEPOT.

9. ENQUIRIES

All technical queries must be emailed to

Technical Enquiries

Ms. Annelien Schwab

E-mail: Annelien.Schwab@gauteng.gov.za

Admin Enquiries:

Acquisition Management :

Mr. Poponi Ncamile

E-mail: poponi.ncamile@gauteng.gov.za

 GAUTENG PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA							
ANNEXURE A : TECHNICAL SPECIFICATION							
THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ONCE OFF SUPPLY AND DELIVERY OF 3-TON BATTERY-OPERATED PALLET TRUCKS WHICH INCLUDES MAINTENANCE TO GAUTENG MEDICAL SUPPLIES DEPOT							
Note: <ul style="list-style-type: none"> a. The Product Specification in MS Excel format that is attached below must be completed and submitted in its original format. b. Bidders will score a weighting of '2' or '1' depending on the weighting requirement per line item. Where a bid is non-compliant with the specification/s of that line item the bid will be scored '0'. c. The scoring of the bids: 							
<ul style="list-style-type: none"> i. Weights: -Each specification will have a weight of 1, or a 2, which indicates the level of importance, as follows: - A specification (line item) with a weight of 2 is a specification with a very high level of importance that should be complied with. - A specification (line item) with a 1 weight is a specification with a standard level of importance d. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO' on each line item on column C. e. In the case where a bidder indicated 'No' in column 'C' and an equivalent or better option is provided, bidders must type 'Yes' on column D. Details of the equivalent/better option must be provided on column E. Bidders must note that where an equivalent or better option is provided, a weighting of '1' will be allocated irrespective of the stated weighting requirement in that line item. f. Bidders must score a minimum threshold of 31 out 35 to qualify for the next stage of evaluation. g. Bidder to provide reference to brochure (page number) / technical data sheet / Any supporting documents on column G. 							
A	B	C	D	E	F	G	
Item no.	Technical Specification	Weighting	Comply (Yes/No)	Provide Equivalent/Better (if applicable)	Comments on Equivalent/Better	Details of Product Offer (Provide your answers in this Column. You are advised to be straight to the point)	Reference to Brochure / Technical Data Sheet (verification) / Supporting Document
A							
A.1	Electric Pallet truck (Pedestrian Type)	2					
A.2	Battery-Operated (lithium) 24V-48V/300Ah-500Ah	2					
A.3	Rated Capacity: minimum of 3000kg and minimum of 3 Ton	2					
A.4	Driving Wheels: Polyurethane	1					
A.5	Lift Height: minimum of 140mm or higher	2					
A.6	Fork Length: 1200mm	2					
A.7	Fork Width: minimum of 685mm to 700mm	1					
A.8	Fork Height: minimum 54mm to 56mm (the truck must enter and exit pallets easily)	2					
A.9	Travel Speed: 10-12 km/h	2					
A.10	Service Brake Type: Electromagnetic	2					
A.11	Battery Voltage / Nominal Capacity: 24V-48V/300Ah-500Ah	2					
A.12	Type Of Drive Control: AC	2					
A.13	Horn: functional	1					
B Performance:							
B.1	AC system to offer strong power (drive motor of 0.8 to 2.0kW and lift motor of 1.0 to 2.2kW)	2					
B.2	Low noise but durable hydraulic unit <= 65 dB, good quality cylinder pressure tested to 250 bar	2					
C Safety:							
C.1	Emergency reverse belly button to protect the operator from getting hurt.	2					
C.2	Emergency disconnecter which will cut off the power source to avoid accidents when truck goes out of control.	2					
C.3	Anti-rolling back brake that will keep the truck from skidding down when truck is out of control or when travelling on ramp.	2					

D Operation:						
D.1	Electric power steering for smooth and comfortable operation in small areas.	2				
	Minimum threshold requirement	31				



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 than 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.



INTEGRITY PACT FOR BUSINESSES



FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

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

2. OBJECTIVES

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

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

3. GOVERNANCE

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

4. ENVIRONMENT

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

5. PROTECTION OF INFORMATION

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



6. REPUTATION

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

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

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

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



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

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

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



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

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

9. COMMITMENTS OF THE BIDDERS

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

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



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

10. SANCTIONS FOR VIOLATION

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



11 CONFLICT OF INTEREST

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

12 LEGAL ACTIONS

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

13 VALIDITY

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

GPG INTEGRITY PACT FOR BUSINESSES

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections, tests and analyses	<ol style="list-style-type: none">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
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cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

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

Js General Conditions of Contract (revised July 2010)