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

## NOTES

### THE TENDER BOX IS OPEN

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

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

## THE TENDERING SYSTEM

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

## TRAINING SESSIONS

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



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

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

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



# Provincial Supply Chain Management

## INVITATION TO BID

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

**ALTERNATIVELY SEND AN E-MAIL TO:** [Tender.admin@gauteng.gov.za](mailto:Tender.admin@gauteng.gov.za)

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

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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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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



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

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

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

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

Name & Surname/Company: \_\_\_\_\_

Residential/Postal or Business Address: \_\_\_\_\_  
\_\_\_\_\_

Contact number (s): \_\_\_\_\_

Email address: \_\_\_\_\_

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

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

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

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

Signed at ..... this ..... day of .....20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

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





## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

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



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 3 of 4

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




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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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"> <li>• NAME AND ADDRESS OF THE BIDDER;</li> <li>• THE BID (GT) NUMBER; AND</li> <li>• THE CLOSING DATE.</li> </ul> <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> <li>• To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; <b>OR</b></li> <li>• deposited in the tender box as indicated on SBD1 before the closing time and date.</li> </ul>
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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


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

POINT SYSTEM

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

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

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

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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


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

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

Full Name	Identity Number	Name of State Institution

---

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

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

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

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

2.2.1 If so, furnish particulars:

--

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

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

2.3.1 If so, furnish particulars:


--

### 3 DECLARATION

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

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

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

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

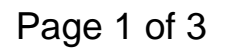
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or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

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

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

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









**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

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### STAGE 2

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

**SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:**

	POINTS ALLOCATED
<b>SPECIFIC GOALS</b>	
1.	
	POINTS ALLOCATED
2.	
	POINTS ALLOCATED
3.	
	POINTS ALLOCATED
4.	
	POINTS ALLOCATED
5.	
	POINTS ALLOCATED

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



# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 3 of 3

### BIDDERS JOB CREATION ANALYSIS

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

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

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

#### Comments to include:

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

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

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



**SPECIAL CONDITIONS OF CONTRACT GT/GDH/125/2024: THE SUPPLY, DELIVERY AND MAINTENANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS FOR GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS**

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- 21. POST AWARD REPORTING**
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- 23. COMPLETING OF PRICING SCHEDULE (ANNEXURE B)**
- 24. ENQUIRIES**



**SPECIAL CONDITIONS OF CONTRACT GT/GDH/125/2024: THE SUPPLY, DELIVERY AND MAINTENANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS FOR GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS**

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## **ABBREVIATION**

B-BBEE:	Broad Based 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
GCC:	General Conditions of Contract
GDOH:	Gauteng Department of Health
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
ISO:	International Standards Organization / Organization for Standardization
JVA:	Joint Venture Agreement
OHSA:	Occupational Health and Safety Act
POPIA:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
PPR:	Preferential Procurement Regulations
QC:	Quality Control
RDP:	Reconstruction Development Programme
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
UIF:	Unemployment Insurance Fund
VAT:	Value- Added Tax
WCC:	Workman's Compensation Certificate



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## **1. THE PURPOSE**

The purpose of this tender is to invite an open tender for the appointment of a service providers for the supply, delivery and maintenance of Ride on Polisher Machines and accessories as well as various items associated with polishers for Gauteng Department of Health facilities for a period of three years.

## **2. THE BACKGROUND**

Purchasing the machines will assist with the cleanliness within all Health Facilities, reduce complaints from patients, visitors and staff and ensure compliance to infection control protocols.

By putting a contract in place, the department will minimize downtime as the appointed service provider will be responsible to attend to any service requests promptly. It will also eradicate the fitting of inferior parts as a singly service provider will be held responsible for all services rendered. It is crucial that new equipment is properly maintained by certified approved service provider/s hence the special condition is inclusive of maintenance services.

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

### **3.1 The General Conditions of Contract (GCC):**

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



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

The SCC are supplementary to that of the GCC. Where the SCC conflict with the GCC, the SCC shall prevail.

### 3.3 Other legal prescripts:

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

- a. The Constitution of South Africa, Section 217 (Act 108 of 1996)
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d. Preferential Procurement Policy Framework Act no. 5 of 2000
- e. Preferential Procurement Regulations, 2022
- f. Open Tender Framework - 2019
- g. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- h. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)
- i. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- j. Employment Equity Act, 1998 (Act 55 of 1998)

## 4 THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p>Technical Proposal of the tender</p> <p>All the documents included in Section 1 must be read, completed, signed where applicable and submitted. Product information documents (e.g., catalogues, operating manuals, and instruction leaflets), must be in English language.</p> <ol style="list-style-type: none"> <li>1. SBD 01: Invitation to Bid</li> <li>2. SBD 4: Bidders disclosure</li> </ol>



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	<p><b>3. Tax Clearance Requirements</b> 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 <b>consortia, joint ventures and sub-contractors are involved</b>, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing</p> <p>4. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)</p> <p>5. <b>Product Brochure</b>, 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. <b>ALL BROCHURES MUST BE CLEARLY MARKED:</b></p> <ul style="list-style-type: none"> <li>▪ Brochures for (Item description)</li> <li>▪ Item number: to be indicated on brochure</li> <li>▪ Name of the company</li> </ul> <p>6. <b>Valid Commitment letter:</b> If the bidder is a 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) 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.</p>
Part 2	<p>Other supporting documents;</p> <p>a. Company profile.</p> <p>b. The bidders are required to submit a copy of the Registration as an importer with the <u>South African Revenue Service (SARS) incase of imported products.</u></p>



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Part 3	<p>Financial Proposal of the tender.</p> <p>Completed Price Schedule document, referred to as Annexure B of the tender pack as well as an electronic copy in Excel format captured and saved on a memory stick.</p> <ol style="list-style-type: none"> <li>1. SBD 3.1: Price Schedule (Goods)</li> <li>2. The SBD 3.2 Non- firm price</li> <li>3. Annexure B: price schedule (including 2-year warrantee and 5-year maintenance cost and/or any other related costs)</li> <li>4. SBD 6.1: Preference Points Claim Form</li> </ol> <p><b>All documents (including SBD forms) to be fully completed and signed</b></p>
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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 supply, delivery and maintenance of Ride on Polisher Machines and accessories as well as various items associated with polishers for Gauteng Department of Health facilities for a period of three years.

The bidders must complete and submit the Annexure A: Technical Specification as follows:

1. Hard copy (printed) version of the Bidder's completed Annexure A: Technical Specification.
2. Soft copy (Excel format) of the Bidder's completed Annexure A: Technical Specification on a memory stick, to be included in the bid proposal submission.





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## **6 EVALUATION METHODOLOGY**

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

Stage 1A: Mandatory Administrative Compliance

Stage 1B: Technical Evaluation

Stage 2: Price and Preference Points Evaluation

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

### **STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE**

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

**Bidders must submit fully completed, signed where applicable all SBDs and other listed documents, failure to submit will lead to disqualification.**

**Table 2: Mandatory requirements:**

<b>ITEM NO:</b>	<b>MANDATORY DOCUMENTS (REQUIREMENTS)</b>
1.	SBD 1: Invitation to Bid
2.	SBD 4: Bidder's Disclosure
3.	<b>Annexure B: Price Schedule</b> – Total cost of ownership (including 2-year warrantee and 5-year maintenance cost and/or any other related costs)



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4.	<p><b>Product Brochure and Technical Data Sheets:</b></p> <p>Bidders must submit the fully comprehensive copy of product brochures and a copy of the technical data sheets that includes the technical specifications of the items tendered for together with the bid documents.</p> <p><b>ALL BROCHURES AND TECHNICAL DATA SHEETS MUST BE CLEARLY MARKED:</b></p> <ul style="list-style-type: none"> <li>▪ Item description</li> <li>▪ Item number: to be indicated on brochure</li> <li>▪ Name of the company</li> </ul>
5.	<p><b>Valid Commitment Letter:</b></p> <p>If the bidder is a 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) 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.</p>

**If a bidder does not meet all the requirements stated above, the bid will be disqualified.**

**STAGE 1B: TECHNICAL EVALUATION**

Only bidders who have complied with the Mandatory Administrative Compliance 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 both hard copy (printout) and soft copy (Excel format) saved on a memory stick.
2. On the Summary List tab, Bidders must indicate which of the items are included in their bid proposal by indicating "Yes /No" in column G.
3. For every selected bidding item, Bidders must complete the relevant tab of the item in full. The compliance line requirements for every applicable item selected by the Bidder, will be verified against the referenced brochures, technical data sheet, user/technical manual or manufacturer's letter submitted with the bid proposal.



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4. Bidders are required to clearly reference every compliance line requirement to their supporting evidence provided by stating the page number and paragraph on column G (reference to brochure / technical data sheet, user/technical manual or manufacturer's letter.
5. Should the information required not be stated in the brochures, technical data sheets, user/technical manuals, the bidder must then supply a letter from the manufacturer (on the manufacturer's letterhead) to verify the response.
6. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO' on each line item on column C.
7. In the case where an equivalent or better option is provided, bidders must type the full description of the equivalent or better item on column D. Comments on the equivalent item must be provided on Column E.

**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: PRICE AND SPECIFIC GOALS**

Only bidders who have complied with all the above evaluation stages, (Stage 1A, and 1B) will be considered for the price and preference evaluation.

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

**Bidders are required to complete:**

- The SBD 3.1 Price schedule (Goods)
- The SBD 6.1 Preference point claim form
- The SBD 3.2: Non-firm price



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Bidders are referred to the table below for specific goals claim:

**Table 3: The maximum points for this bid are allocated as follows:**

<b>PRICE AND SPECIFIC GOAL REQUIREMENTS</b>	<b>POINTS</b>		<b>DOCUMENTARY PROOF</b>
<b>POINTS FOR PRICE</b>	80	90	
<b>POINTS FOR SPECIFIC GOAL:</b> The promotion of South African owned enterprises	10	4	Municipal account/sworn affidavit/lease agreement-must be in the name of the enterprise NB: Municipal account must not be older than 3 months
<b>POINTS FOR SPECIFIC GOAL:</b> The promotion of enterprises which are at least 51% owned by EME and/or QSE, as per Circular 6 of 2016/17 issued by National Treasury	5	3	Sworn affidavit commissioned by a Commissioner of Oaths (the template can be downloaded from the CIPC or DTI websites)
<b>POINTS FOR SPECIFIC GOAL:</b> The promotion of enterprises located in the Gauteng province for work to be done or services to be rendered in the Gauteng province.	5	3	Municipal account/sworn affidavit/lease agreement-must be in the name of the enterprise NB: Municipal account must not be older than 3 months
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>	

**Failure by the bidder to submit proof or documentation required in terms of this tender as stated on Table 3, will forfeit preference points 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 GENERAL AND SAFETY REQUIREMENTS**

### **7.1 SERVICING & MAINTENANCE**

All services and maintenance of Ride on Polishers and accessories as well as various items associated with polishers, at 100 hours' service intervals, along with genuine parts, labour and call outs must be included in the purchase price. The preventative service maintenance plan of five (5) years must be included and quoted separately.



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## **7.2 GENERAL SAFETY CONDITIONS**

7.2.1 Any contract goods 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 goods shall be held at the cost and risk of the bidders who shall, when called upon, remove them immediately at his 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.

## **7.3 DELIVERY AND DOCUMENTS**

The bidder must be able to deliver any quantity orders for item/s within 6 to 12 weeks from date of order. Arrangements for shipping and clearance obligations shall be made by the bidders.

## **7.4 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.

## **7.5 TRANSPORTATION**

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

## **7.6 INCIDENTAL SERVICES**

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

- i. Performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- ii. Furnishing of tools required for assembly and/or maintenance of the supplied goods.



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- iii. Furnishing of a detailed operations and maintenance reports for each appropriate unit of the supplied goods.
- iv. Performance or supervision or maintenance and/or repair of the supplied goods, for duration of the contract; and
- v. On site user training on the operation of the equipment must be provided to at least eight end-users per facility, number of users may vary per facility.
- vi. Prices charged by the bidders for incidental services should be included in the contract price for the good.

### **7.7 LICENSES:**

All electrical equipment must be approved and licensed by South African Bureau of Standards (SABS). The bidders must -

- a. Grant licenses and access to third party bidders, as per written agreement at no extra cost, for connectivity of their systems to the equipment offered.
- b. Grant licenses and access to third party bidders, as per written agreement at no extra cost, for connectivity of their systems to replacement (loan) equipment.

### **7.8 ACCEPTANCE TESTS:**

The successful bidder must -

Ensure that the required Acceptance Tests are performed on the items supplied.

### **7.9 TECHNOLOGY**

- a. No product or part thereof shall be second hand or refurbished.
- b. The system must be upgradeable to enhance functionality.

### **7.10 SPARE PARTS**

The bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the bidders:

- (a) Such spare parts as the purchaser may elect to purchase from the bidders, provided that this election shall not relieve the bidders 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





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- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- (iii) Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of ten years.
- (iv) Spare part kits should specify all spare parts that will be included and stored on-site.

## **7.11 WARRANTY**

The bidders 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 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.

- 7.11.1 The contract period shall be for a period of three years for the supply and delivery with a two-year warranty and a five-year maintenance for each item.
- 7.11.2 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.11.3 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.
- 7.11.4 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.
- 7.11.5 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



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- c. An electronic copy of the manuals and documentation in English must be supplied on a memory stick.
- d. The following must be submitted in English:
  - 1. Complete operator /user manuals
  - 2. Quality assurance manuals
  - 3. Service manuals with full maintenance procedures, parts lists, system diagrams and electrical, mechanical and pneumatic schematics.
  - 4. Logbook with instructions for daily, weekly, monthly and quarterly maintenance checklists.
  - 5. Certificate of calibration and inspection from factory.
  - 6. The vendor shall provide updates and revisions of the manuals at no extra charge for the lifetime of the equipment.

## **8 CESSION**

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

## **9 USE OF FLUID CORRECTING SUBSTANCES**

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

## **10 THE GDOH SHALL**

- a. Conduct business in a courteous and professional manner with the Service Provider.
- b. Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
- c. Not accept any responsibility of accounts / expenses incurred by the Service Provider that was not agreed up by the contracting parties.

## **11 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 GPG Electronic Invoice Submission and Tracking.





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## **12 LINES OF COMMUNICATION AND REPORTING**

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

## **13 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 preferred bidders, where prices are above the targeted market price.
- c. The Gauteng Department of Health reserves the right to make multiple bid award and award the same product to more than one bidder to address product availability and compatibility.
- d. The successful bidder must be tax compliant at the awarding of the tender.
- e. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
- f. 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, commissioning, calibration and maintenance of the item/s tendered for.

## **14 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.

## **15 COUNTER CONDITIONS**

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

## **16 FRONTING**

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.



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- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- d. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

## **17 CONTRACT PERIOD**

The contract period shall be for a period of three years for the supply and delivery with a two-year warranty and a five-year maintenance.

## **18 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.

## **19 MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL**

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



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## **20 THIRD PARTIES**

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

## **21 POST AWARD REPORTING**

### **Historical Data:**

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

Gauteng Department of Health, Directorate: Acquisition and Contract Management

## **22 VALID COMMITMENT LETTER**

- a. If the bidder is a 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) or
- b. 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.

## **23 COMPLETING OF PRICING SCHEDULE (ANNEXURE B)**

### **23.1 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, 11 Diagonal 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.



**SPECIAL CONDITIONS OF CONTRACT GT/GDH/125/2024: THE SUPPLY, DELIVERY AND MAINTENANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS FOR GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS**

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- b) The Price Schedule in MS Excel 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 11 diagonal 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

## **24 ENQUIRIES**

All technical queries must be emailed to:

### **Technical Enquiries**

Ms. Winnie Thema


E-mail: [Winnie.Thema@gauteng.gov.za](mailto:Winnie.Thema@gauteng.gov.za)


### **Admin Enquiries:**


Acquisition Management:

Ms. Thabisile.Matsebula


E-mail: [Thabisile.Matsebula@gauteng.gov.za](mailto:Thabisile.Matsebula@gauteng.gov.za)

<div><div><div><div>GAUTENG PROVINCE</div><div>HEALTH</div><div>REPUBLIC OF SOUTH AFRICA</div></div></div><div>ANNEXURE A. : TECHNICAL SPECIFICATION</div></div>						
GT/GDH/125/2024-THE SUPPLY, DELIVERY AND MAINTEANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS						
ANNEXURE A:TECHNICAL SPECIFICATION EVALUATION FOR DUAL SPEED POLISHERS						
<b>Note:</b> 1. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO' on each line item on column C. 2. In the case where an equivalent or better option is provided, bidders must type the full description of the equivalent or better item on column D. Comments on the equivalent item must be provided on Column E. 3. Bidder is required provide details of the product offer on column F. 4. Bidder to provide reference to brochure (page number) / technical data sheet / supporting documents on column G.						
A	B	C	D	E	F	G
Item no.	Technical Specification	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	High Speed Polisher					
A.1	dualspeed polisher					
A.2	Strong Induction Motor					
A.3	Direct Drive					
A.4	Vacum capability					
A.5	Brush presure adjustment function					
A.6	LED display 6 inch or more					
A.7	Floating Pad system					
A.8	Ergonomic adjustable handles with hieght regulation capabilities					
A.9	Low working height					
B	Wheels					
B.1	Two (2) allterrain castor wheels					
B.2	Must have safety lock-out switch					
B.3	Non- marking wheels					
B.4	Should allow for high maneuvrability					
B.5	Wheels size 200mm suitable for both inside and outside					
B.6	Electric Spray system capabilities / function					


<div><div><div><div>GAUTENG PROVINCE</div><div>HEALTH</div><div>REPUBLIC OF SOUTH AFRICA</div></div></div><div>ANNEXURE A. : TECHNICAL SPECIFICATION</div></div>						
GT/GDH/125/2024-THE SUPPLY, DELIVERY AND MAINTEANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS						
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Item no.	Technical Specification	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
C	Technical Specification					
C.1	Working width - 505 mm					
C.2	Brush speed between - 150-500 RMP					
C.3	Voltage 220 -240V					
C.4	Frequency - 50Hz					
C.5	Brush mrating- 133Wotor					
C.6	Brush contact preasure should be adjustable - 0/5kg					
C.7	Power supply cable Length - maximum - 20 meters					
C.8	Noise Level - <60dbA					
C.9	Direct transmission					
D	Dimensions					
D.1	Hieght max - 1150mm					
D.2	Length max - 800mm					
D.3	Width max - 580mm					
D.4	Weight between - 40-50kg					
E	Accessories Optional					
E.1	Filter Bag - (If applicable)					
E.2	Polisher pads					


<div><div><div><div>GAUTENG PROVINCE</div><div>HEALTH</div><div>REPUBLIC OF SOUTH AFRICA</div></div></div><div>ANNEXURE A. : TECHNICAL SPECIFICATION</div></div>						
GT/GDH/125/2024-THE SUPPLY, DELIVERY AND MAINTEANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS						
ANNEXURE A: TECHNICAL SPECIFICATION EVALUATION FOR MONODISK SPEED BURNISHER						
<b>Note:</b> 1. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO' on each line item on column C. 2. In the case where an equivalent or better option is provided, bidders must type the full description of the equivalent or better item on column D. Comments on the equivalent item must be provided on Column E. 3. Bidder is required provide details of the product offer on column F. 4. Bidder to provide reference to brochure (page number) / technical data sheet / supporting documents on column G.						
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A	High Speed Burnisher: Features					
A.1	Ultra- high dual speed burnisher					
A.2	Strong Induction Motor					
A.3	Drive board 17INCH					
A.4	Drive must be of plastic gears					
A.5	Pad holder size 17inch					
A.6	Low working height					
A.7	Suctioning function					
A.8	Scrubbing function capabilities					
A.9	Polishing function capabilities					





<div><div><div><div>GAUTENG PROVINCE</div><div>HEALTH</div><div>REPUBLIC OF SOUTH AFRICA</div></div></div><div>ANNEXURE A. : TECHNICAL SPECIFICATION</div></div>						
GT/GDH/125/2024-THE SUPPLY, DELIVERY AND MAINTEANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS						
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B	Wheels					
B.1	Two (2) allterrain castor wheels					
B.2	Must have safety lock-out switch					
B.3	Non- marking wheels					
B.4	Should allow for high maneouvability					
B.5	Wheels size 200mm suitable for both inside and outside					
B.6	Have Dust pick-up function and or attachment					
C	Technical Specification					
C.1	Working width - 430 -505 mm					
C.2	Brush speed - 1500 RMP					
C.3	Voltage 220 -240V					





<div><div><div><div>GAUTENG PROVINCE</div><div>HEALTH</div><div>REPUBLIC OF SOUTH AFRICA</div></div></div><div>ANNEXURE A. : TECHNICAL SPECIFICATION</div></div>						
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Item no.	Technical Specification	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
C.4	Frequency - 50Hz					
C.5	Brush motor rating- 1000 - 1300W					
C.6	Brush contact preasure should be adjustable -43.3g/cm2					
C.7	Brush motor should allow for under - ride height - minimum of - 330mm					
C.8	Power supply cable Length - maximum - 20 meters					
C.9	Noise Level - <60dbA					
C.10	Direct transmission					
D	Dimensions					
D.1	Height max - 1200mm					

<div><div>GAUTENG PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA</div></div> <div>ANNEXURE A. : TECHNICAL SPECIFICATION</div>						
GT/GDH/125/2024-THE SUPPLY, DELIVERY AND MAINTEANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS						
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D.2	Length max - 550mm					
D.3	Width maximum - 450mm					
D.4	Weight maximum - 45kg					
E	Accessories Optional					
E.1	Filter Bag - (If applicable)					
E.2	Standard brush 17 inch - or applicable size					
E.3	Polishing brush 17 inch - or applicable size					
E.4	Suction kit - applicable consumables					
E.5	Scrubbing Disk 17 inch - or applicable size					
E.6	Carborundum disk 17 inch -or applicable size					

<div><div>GAUTENG PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA REPUBLIK VAN SUID-AFRIKA</div></div> <div>ANNEXURE A. : TECHNICAL SPECIFICATION</div>						
GT/GDH/125/2024-THE SUPPLY, DELIVERY AND MAINTEANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS						
ANNEXURE A: TECHNICAL SPECIFICATION EVALUATION FOR AUTO SCRUBBERS						
<b>Note:</b> 1. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO' on each line item on column C. 2. In the case where an equivalent or better option is provided, bidders must type the full description of the equivalent or better item on column D. Comments on the equivalent item must be provided on Column E. 3. Bidder is required provide details of the product offer on column F. 4. Bidder to provide reference to brochure (page number) / technical data sheet / supporting documents on column G.						
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Item no.	Technical Specification	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	Ride-on Scrubber dryer: Features					
A.1	Scrubber dryer suitable for heavy traffic areas					
A.2	Suitable to clean all types of floor ( i.e tiles, vinyl, sealed wood, marble, concrete etc)					
A.3	Must use mechanics to lift and lower the brush or squeegee					
A.4	Auomatic reduction of speed control					
A.5	Must have ERGONOMIC seat with safety switch					
A.6	Built in squeegee hanging system on recovery tank for easy machine transfere on narrow areas.					
A.7	Intergrated on-board charger for plug-in and battery charge					
A.8	Have opening to th erecovery tank ( for easy cleaning).					
A.9	Intuitive dash board that allows for user friendly and easy to operate.					
A.10	Front and rear bumpers					
A.11	Battery charger					
A.12	Recovery empty hose					
A.13	Disk deck must have two (2) brushes					
A.14	Water level indicater					
A.15	Must have padholder and squeegee storage on board.					

<div><div>GAUTENG PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA</div></div> <div>ANNEXURE A. : TECHNICAL SPECIFICATION</div>						
GT/GDH/125/2024-THE SUPPLY, DELIVERY AND MAINTEANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS						
ANNEXURE A: TECHNICAL SPECIFICATION EVALUATION FOR AUTO SCRUBBERS						
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Item no.	Technical Specification	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
B	Wheels					
B.1	Three (3) all terrain wheels					
B.2	Non- marking wheels					
B.3	Should allow for high maneuvrability					
B.4	Wheels size 20- 25 cm suitable for both inside and outside					
B.5	Capability to cover - minimum of 4410sq meter/ hour ( Productivity rate)					
C	Technical Specification					
C.1	Drive motor - 500hp (w) or above					
C.2	Brush motor - 2 x 300(w) or above					
C.3	Vacuum Motor power - 500hp (w) or above					
C.4	Battery type - 6V 24Ah/ C20AGM ( 4pieces) or equivalent or better					
C.5	Sound preasure valve - 69db(A)) or better					
C.6	Cleaning / working width - 710mm or more					
C.7	Maximum climbing rate - 10%					
C.8	Solution tank - 120liters					
C.9	Recovery tank - 120liters					
C.10	Brush pressure - 35-40kg					
C.11	Brush speed - 200 - 205 RMP					
C.12	Brush diameter - 2 x 355mm or better					
C.13	Maximum speed - 6km/h or more					
C.14	Battery compartment size - 610 x 408 x365					
C.15	Charging system - 24V - 25 V or better					

<div><div>GAUTENG PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA REPUBLIK VAN SUID-AFRIKA</div></div> <div>ANNEXURE A. : TECHNICAL SPECIFICATION</div>						
GT/GDH/125/2024-THE SUPPLY, DELIVERY AND MAINTEANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS						
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D	Dimensions					
D.1	Hieght max - 1580mm					
D.2	Length max - 1230mm					
D.3	Width maximum - 760mm					
D.4	Weight maximum - 225kg					
E	Accessories Optional					
E.1	Drive polisher pads compatible to the machine					

<div><div>GAUTENG PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA</div></div> <div>ANNEXURE A. : TECHNICAL SPECIFICATION</div>						
GT/GDH/125/2024-THE SUPPLY, DELIVERY AND MAINTANCE OF RIDE ON POLISHERS AND ACCESSORIES, AS WELL AS VARIOUS ITEMS ASSOCIATED WITH POLISHERS GAUTENG DEPARTMENT OF HEALTH FACILITIES FOR A PERIOD OF THREE YEARS						
ANNEXURE A: TECHNICAL SPECIFICATION EVALUATION FOR JANITOR TROLLEY						
<b>Note:</b> 1. Bidders are required to indicate compliance/non-compliance with the specification by typing 'YES/NO' on each line item on column C. 2. In the case where an equivalent or better option is provided, bidders must type the full description of the equivalent or better item on column D. Comments on the equivalent item must be provided on Column E. 3. Bidder is required to provide details of the product offer on column F. 4. Bidder to provide reference to brochure (page number) / technical data sheet / supporting documents on column G.						
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A	Janitor Trolley complete system					
A.1	Industrial or heavy duty housekeeping janitor trolley					
A.2	Multifunctional cleaning services cart for public areas					
A.3	Polypropelene or polypropene (durable material) base that is resitant to scretches and dents					
A.4	Steel vertical frames ( rilsan or better)					
A.5	Mut have two (2) big buckets and wringers					
A.6	Must have 1x122l vinyl waste bag and bag cover					
A.7	Two or more : Broom base and holder					
A.8	Lockable door with deep storage drawer / shelf ( to keep cleaning agents).					
A.9	4x colour coded 6l bucket					
A.10	1x full tray and 1x shallow storage					
B	Wheels					
B.1	Four (4) allterrain heavy duty castor wheels					
B.2	Non- marking wheels					
B.3	Should allow for high maneuvrability					
B.4	Wheels size 20- 25 cm suitable for both inside and outside					
C	Dimensions					
C.1	Height max - 1580mm					
C.2	Length max - 1230mm					
C.3	Width maximum - 760mm					
C.4	Weight maximum - 20-50kg					



# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

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

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

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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



## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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



available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)