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

NOTES

THE TENDER BOX IS OPEN

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

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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



Provincial Supply Chain Management

INVITATION TO BID

Page 2 of 4

PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

INVITATION TO BID

Page 3 of 4

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

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	



Provincial Supply Chain Management

INVITATION TO BID

Page 4 of 4

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 3 of 4

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




PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 4 of 4

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

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

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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


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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration


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

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

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

Full Name	Identity Number	Name of State Institution

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

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

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

2.2.1 If so, furnish particulars:

--

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

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

2.3.1 If so, furnish particulars:


--

3 DECLARATION

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

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

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

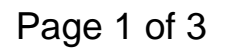
	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 3 of 3

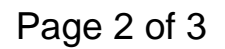
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or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

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

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

Signature		Date	
Position		Name of the Bidder	





2024/11



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

Page 3 of 3

BIDDERS JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

TABLE OF CONTENTS

1. COPYRIGHT
2. PURPOSE
3. BACKGROUND
4. LEGISLATIVE AND REGULATORY FRAMEWORK
5. THE FORMAT OF THE BID DOCUMENT
6. SCOPE OF WORK
7. EVALUATION METHODOLOGY
8. STAKEHOLDERS
9. HIGHLY RECOMMENDED BRIEFING SESSION
10. SUPPLIER PERFORMANCE MANAGEMENT
11. SESSION
12. QUALITY
13. USE OF FLUID CORRECTING SUBSTANCES
14. RIGHT AND OBLIGATION
15. PAYMENT TERMS
16. TRAVEL
17. COUNTER CONDITIONS
18. FRONTING
19. PRODUCT ADHERENCE / CHEMICALS AND EQUIPMENT CHANGE
20. CONTRACT PERIOD
21. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL
22. THIRD PARTIES
23. LATE BIDS
24. VALIDITY PERIOD
25. PRICING SCHEDULE
26. THE CONDITIONS OF THE BID AWARD
27. ENQUIRIES



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BHF:	Board of Healthcare Funders
BSC:	Bid Specification Committee
CIPC:	Companies and Intellectual Property Commission
EME:	Exempted Micro Enterprise
EMS:	Emergency Medical Services
FPS:	Forensic Pathology Services
GCC:	General Conditions of Contract
GDoH:	Gauteng Department of Health
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
HPCSA:	Health Professionals Council of South Africa
NHLS	National Health Laboratory Services
POPIA:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
QSE:	Qualifying Small Enterprise
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standards
SAPS:	South African Police Services
SBD:	Standard Bidding Documents
SCC:	Special Conditions of Contract
VAT:	Value- Added Tax



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

COPYRIGHT

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

1. PURPOSE

The purpose of this tender is to appoint service providers for the provisioning of histopathology and toxicology services in Gauteng Forensic Pathology Service (FPS) for a period of three years.

2. BACKGROUND

Forensic Pathology Services in Gauteng Department of Health (GDoH) provides medico legal investigation of death for the purpose of criminal justice proceedings and related statutory proceedings. The investigations involve forensic postmortem examinations and related specialised investigations. Some of these investigations are performed internally and some through external agencies. Histopathological services are currently provided internally. Toxicological services are currently provided externally by a government service provider the National Health Laboratory Services (NHLS). Forensic Pathology Services (FPS) has a service backlog, mainly due to toxicology and histopathology investigations that are longer than 5 years.

Histopathological investigations comprise of laboratory processing of tissue samples taken during autopsy. The processing results in the formation of glass slides must be analysed microscopically by a Pathologist. The backlog being experienced by FPS is due to numerous cases in which the microscopic analysis is pending hence raising the necessity for consultation in this regard particularly in facilities where no specialist forensic pathologist is available and in cases where medical officers have performed the autopsy. The current histopathology caseload is approximately 5000 cases per annum (each case comprises approximately 12 slides). The workload of the histopathology backlog is **estimated** at ± 10020 . Please note that the provided quantity is an estimate and could be more or less. The backlog is for **only** slides pending review.

Toxicology investigations have always been having a backlog of more than 10 years. The services were previously provided by the National Department of Health (NDoH) and were transferred to NHLS in 2022. NHLS is currently carrying a backlog dating back to 2007. The current toxicology caseload is approximately 7000 cases per annum. The caseload of the toxicology backlog is estimated to be ± 13000 . Please note that the provided quantity is an estimate and could be more or less. The backlog is for **only** slides pending review. Some of the work is currently being performed by the NHLS.

The impact of the above backlogs is far reaching, particularly affecting the families of the deceased in terms of cases remaining unresolved and hereby affecting the resolution of deceased estates and possible insurance policies.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1. The General Conditions of Contract (GCC):

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

3.2. The Special Conditions of Contract (SCC):

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

3.3. Applicable legal:

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

- a. The Constitution of SA, Section 217, (Act No. 108 of 1996)
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Open Tender Framework, 2019
- d. Preferential Procurement Regulations of 2022
- e. Gauteng Finance Management Supplementary Amendment Act, (Act No. 6 of 2019)
- f. Protection of Information Act, 1982 (Act No. 84 of 1982)
- g. Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- h. Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- i. National Health Act, 2003 (Act No. 61 of 2003)
- j. Occupational Health and Safety, 1993 (Act No. 85 of 1993)
- k. Medicine and Related Substances Control, 1995 (Act No. 101 of 1965)
- l. Health Professions Act no 56 of 1974: Regulations defining the scope of the profession of environmental Health R 698 of 2009 as Amended
- m. Criminal Procedure Act, (Act No. 51 of 1977)
- n. Inquests Act, 1959 (Act No. 58 of 1959)

3.4. National standards

The bidder must ensure compliance with the following regulatory requirements as verified by South African Bureau of Standard for the duration of the contract:

- Valid Quality Management System (As per ISO 15189:2017)



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

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>Section 1: 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 (such as catalogues, operating manuals, instruction leaflets.), must be in English language.</p> <ol style="list-style-type: none"> 1. SBD 01: Invitation to Bid 2. SBD 4: Bidder's Disclosure 3. Medical post graduate degree/fellowship certificate/qualifications for each employee employed by the bidder. (In the case of international qualifications, they must be accompanied by SAQA Accreditation). 4. Curriculum Vitae indicating relevant experience for each employee employed by the bidder. 5. The professional personnel must be registered with Health Professions Council of South Africa (HPCSA). The proof of current registrations must be submitted. 6. Bidder must submit a signed commitment letter on the letter head confirming that the required staff (as listed) will be employed. 7. Valid copy of registration with Board of Healthcare Funders (BHF). 8. Proof of accreditation of the laboratory with South African National Accreditation system (SANAS) must be submitted. 9. Delivery commitment letter comprising service plans and turnaround times for both backlog and current cases. The letter must indicate a maximum turnaround time of one week (7 days) of each. 10. Evidence of handling Medico legal cases. Bidder to submit a subpoena or proof from court. 11. The service provider must have an operational branch comprising a SANAS accredited laboratory facility with all the resources required to provide the



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

	<p>services in Gauteng Province with enough capacity to service Gauteng FPS. In case the latter service is not active, the service provider is required to provide a Gauteng operational plan. Copy of a municipal account or a lease agreement signed by the lessor and the lessee must be submitted.</p> <p>12. Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. Bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.</p> <p>13. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).</p>
Part 2	<p>Other returnable documents to be submitted by the bidder:</p> <ol style="list-style-type: none"> 1. The reference letter/s and Purchase order/s or award letter/s must be on the letterhead of the current or previously serviced client. 2. Bidder to provide proof of transport ownership. Copy of Natis certificate or lease agreement signed by both parties. 3. Contingency plan addressing adverse events. 4. Bidder to submit service work capacity plan.
Part 3	<p>Section 2: Financial Proposal of the tender. Bidder must submit completed and signed SBD documents as indicated below. The Annexure-A price schedule must be submitted in both electronic copy (not PDF) captured and saved on a memory stick and a PDF hard copy.</p> <ol style="list-style-type: none"> 1. SBD 3.3: Professional Services 2. Annexure A: Price Schedule 3. SBD 6.1 Price and Preference Point Claim

5. SCOPE OF WORK

5.1. LIST OF GAUTENG FPS MORTUARIES:

The successful bidder must provide the histopathology and toxicology services to all Gauteng Forensic Pathology Service (FPS) mortuaries.

1. Johannesburg FPS
2. Germiston FPS



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

3. Springs FPS
4. Heidelberg FPS
5. Diepkloof FPS
6. Sebokeng FPS
7. Pretoria FPS
8. Ga-Rankuwa FPS
9. Carletonville FPS
10. Bronkhorstspuit FPS
11. Roodepoort FPS

5.2. HISTOPATHOLOGY SERVICES:

All the tissue samples for histopathology services will be retrieved and preserved in the suitable buffered formalin fixative and in suitable standard tissue cassettes by the individual Gauteng FPS Mortuaries. The formalin, tissue cassettes, smear proof - ultra fine point marking pens and Specimen containers (plastic buckets) must be provided by the Service Provider in advance.

5.2.1. The service provider must be able to provide histopathology staining, viewing and reporting. The following are the most common stains anticipated to be requested:

- Haematoxylin and Eosin (H and E)
- Periodic Acid Schiff (PAS)
- Ziehl Neelsen (ZN)
- Masson Trichrome
- Gram stain
- Giemsa stain
- Reticulin stain
- Fite stain
- Grocott stain

The list provided is not exhaustive, the department may request the service provider to provide stains not listed in the document. Should any special stains besides H and E be required, the histopathologist must request from the relevant FPS medical practitioner beforehand.

GDoH histopathology laboratory has already performed histopathological H and E staining on a number of cases, the glass slides of which must still be viewed and reported. A quotation for this service must be provided.

5.2.2. Solutions and Materials to be supplied and delivered by the Service provider to FPS central stores in Diepkloof FPS mortuary.

- 10% buffered formalin.
- Specimen containers (plastic buckets) must be 500ml volume and be leakage free.
- Tissue cassettes and smear proof - ultra fine point marking pens.
- Estimated quantities of 22000 cassettes, 250 of 25liter drums formalin and 10 000 1-liter containers. Service provider to note that quantities provided are estimates and the department may buy more or less than the quantities given.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

NB: All specimen containers and cassettes must be able to be written upon directly (labelled) with permanent ink.

5.2.3. Delivery of samples:

- The service provider will provide a requisition form with the following details:
 - details of the service provider,
 - details of Gauteng FPS mortuary,
 - details of FPS medical practitioner including email address,
 - details of the South African Police Service (SAPS) case Number,
 - death register number,
 - antemortem history,
 - details of the tissue sampled,
 - space for signature of the relevant FPS medical practitioner,
 - space for signatures of service provider and FPS officials (chain of evidence).
 - The form should be in triplicate (original form for service provider, one copy for SAPS and one copy for FPS file).
- Gauteng FPS mortuaries will deliver the histopathology samples to the service provider's laboratory in Gauteng Province together with the completed triplicate requisition form.
- The histopathology container for each case will have been labelled with the FPS mortuary name, death register number, relevant FPS medical practitioner name and the date of sampling.
- All histopathology tissue samples will already have been cassetted and the tissue cassettes will be delivered in formalin.
- The requisition form forms part of the chain of evidence, therefore the copy for SAPS and FPS should be handed over to the FPS officials immediately upon receipt of the samples.

5.2.4. Processing:

- The service provider shall process and prepare tissue samples in haematoxylin and eosin (H and E) stains and other appropriate special stains.
- The tissue blocks and glass slides will remain the property of the Gauteng Department of Health (GDoH) and should be returned after reporting.
- Service provider should have enough secure storage for tissue wax blocks and glass slides until delivery thereof to GDoH FPS histopathology laboratory together with hard copies of the Histopathologist's reports.
- The service provider must maintain chain of custody and maintain written proof thereof for court purposes.

5.2.5. Reporting:

- Reporting and signing off of all cases should be done by a qualified histopathologist with current HPCSA registration as a histopathologist.
- The Pathologist should provide proof of relevant experience of at least two years duration since registration in reporting histopathology cases.
- Reports should include reference to compliance with SANAS accreditation requirements, written in affidavit format and commissioned by the commissioner of oath.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

- Service provider to email the reports to a specifically created GDoH FPS email (to be created by GDoH FPS) for the receiving of the histopathology reports and copy to be emailed to the relevant forensic medical practitioner who performed the autopsy.

5.2.6. Resource requirements

- Appropriately qualified and trained Health Professionals Council of South Africa (HPCSA)-registered professional support staff i.e. medical technician, medical technologist and/or medical scientist with relevant experience.
- Appropriately qualified and trained HPCSA-registered histopathologist with a medical post graduate degree/fellowship in histopathology, and relevant experience
- The service provider must have an operational branch comprising a SANAS accredited laboratory facility in Gauteng Province with enough capacity to service Gauteng FPS mortuaries. In case the latter service is not active, the service provider is required to provide a Gauteng operational plan.
- The service provider must have road worthy transport for use as and when required. Proof of road worthy certificate must be provided. The transport will be for delivery of histopathology materials and solutions to FPS central store and wax tissue blocks and slides to FPS histopathology laboratory.

5.3. TOXICOLOGY SERVICES:

The Gauteng Department of Health FPS will use its own toxicology. A sample of the toxicology kits will be made available to the service provider during site visit for viewing thereof.

Quotations to be provided for qualitative toxicological screening of the following categories of toxins:

- Agricultural poisons
- Illicit drugs of abuse
- Pharmaceuticals.

If the qualitative screening detects non-pharmaceutical chemicals the quantitative analysis of the said chemicals/toxins should be performed.

Quantitative tests for pharmaceutical chemicals will be requested only as necessary after a report for qualitative screenings has been received by means of direct email communication between the relevant FPS medical practitioner and the chemical pathologist.

These are the most commonly (reportedly) encountered toxins in forensic pathology practice:

- Cocaine
- Amphetamines
- Heroine
- Marijuana
- Benzodiazepines
- Fentanyl
- Antidepressants
- Anticonvulsants
- Muscle relaxants
- Barbiturates
- Antipsychotics



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

- Morphine
- Antiretrovirals (as it relates to herbal and Nyaope)
- Over the counter medication (paracetamol and aspirin)
- Organophosphates
- Carbamates
- Sodium hypochlorite
- Arsenic
- Lead
- Mercury
- Inhalants

NB: The GDoH does not expect the service provider to conduct alcohol and carbon monoxide tests.

5.3.1. Retrieval of toxicology samples

- The service provider must provide each FPS mortuary with a basic guideline detailing the tissues, fluid and/or blood samples that are appropriate for the various toxicological tests.

5.3.2. Delivery and Cold Storage:

- The service provider will provide a requisition form including the following details:
 - details of the service provider,
 - details of FPS mortuary, details of FPS medical practitioner including email address,
 - details of the SAPS case Number,
 - death register number,
 - antemortem history,
 - details of the tissue sampled,
 - space for signature of the relevant FPS medical practitioner,
 - space for signatures of service provider and FPS officials (chain of evidence).
 - The form should be in triplicate (original form for service provider, one copy for SAPS and one copy for FPS file).
- FPS mortuaries will individually transport the toxicological samples in sealed tamper proof containers to the service provider facilities in Gauteng province.
- Samples to be stored in a safe cold storage facility (according to SANAS and Practice standards) with fireproofing and surveillance until the analysis has been completed and reported.
- The service provider must maintain chain of custody and maintain written proof thereof for court purposes.

5.3.3. Processing:

- Samples to be processed in a facility that is South African National Accreditation System (SANAS) accredited for toxicology processing.
- The service provider is advised to retain any residual samples following analysis, for a period of at least six months under appropriate conditions.
- Applicable written record of standard of procedures must be available for court purposes.
- The service provider is advised of their responsibility to maintain chain of custody, the cold chain and standard of procedure at all times and be able to provide documentation when requested by the justice system and or relevant statutory authorities. The said documentation must be retained securely.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

5.3.4. Reporting:

- Results to be signed off by a qualified chemical pathologist/technologist with current HPCSA registration and a toxicology service experience.
- Reports should include reference to compliance with SANAS accreditation requirements, written in affidavit format and commissioned by the commissioner of oath.
- Service provider to email the reports to a specifically created GDoH FPS email (created by GDoH FPS) for the receiving of the toxicology reports and copy to be emailed to the relevant forensic medical practitioner who performed the autopsy.

5.3.5. Resource requirements

- Appropriately qualified and trained HPCSA registered professional support staff including medical technician, medical technologist and/or medical scientist with relevant experience.
- Appropriately qualified and trained with current HPCSA registration number as a chemical pathologist with a medical post graduate degree/fellowship in chemical pathology, and relevant experience.
- The service provider must have an operational branch comprising a SANAS accredited laboratory facility in Gauteng Province with enough capacity to service Gauteng FPS mortuaries. In case the latter service is not active, the service provider is required to provide a Gauteng operational plan.
- The service provider must have road-worthy transport for use as and when required. Proof of road worthy certificate must be provided.

5.4. PROVISION OF ORIENTATION AND FURTHER CONSULTATION (BOTH HISTOPATHOLOGY AND TOXICOLOGY):

- Upon request from the GDoH FPS, the service provider will provide orientation to the individual Gauteng FPS Mortuaries about their histopathology service particularly regarding tissue sample retrieval and labelling.
- For both histopathology and toxicology, once a year the Gauteng Department of Health senior FPS forensic pathologists and the service provider (represented by the most senior professional officials) will have a consultative session where service experiences will be shared, and procedures will be reviewed as necessary.

5.5. TECHNICAL REQUIREMENTS (BOTH HISTOPATHOLOGY AND TOXICOLOGY)

- All reports shall be written in an affidavit format.
- The reports shall be signed by qualified personnel with current HPCSA registration.
- The service provider and/or its professional staff for both histopathology and toxicology will be required to attend court cases as expert witnesses when subpoenaed by the relevant competent authority to give such expert evidence as may be required by the competent authority whenever circumstances necessitate. (Please note this part of service must not be charged in this agreement since relevant competent authority that will subpoena the Service Provider will provide financial compensation for such a service).



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

5.5.1. Consultation:

- The service provider should be able to discuss their findings with the relevant FPS medical practitioner as necessary.

5.6. BIDDING OPTIONS

Bidders are required to indicate on the table below their preferred bidding option by selecting either or both of the listed services.

Table 2. Bidding Options

DESCRIPTION	SELECT PREFERRED BIDDING OPTION (YES OR NO)
Histopathology service	
Toxicology service	

Bidder may select to bid for one or both of the services listed above. **Failure to select from the options on the table above will lead to bidder not considered for further evaluation.**

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), the Preferential Procurement Regulations, 2022 and the GDoH Preferential Procurement Policy in two stages:

STAGE 1: EVALUATION

Stage 1A: Mandatory Administrative Responsiveness

Stage 1B: Functionality Evaluation

STAGE 2: EVALUATION

Stage 2A: Price and Preference Point Evaluation

Stage 2B: Site Visit Evaluation

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE

All bids received will be subjected to a mandatory administrative compliance in line with the below requirements. Bidders that fail to comply with the mandatory criteria will be disqualified. The bidders must submit the following mandatory documents:

- Completed and signed SBD 1: Invitation to Bid
- Completed and signed SBD 4: Bidder's Disclosure



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

c. **Relevant copies of the staff compliment as stated below:**

- i. Medical post graduate degree/fellowship certificate/qualifications for each employee employed by the bidder. (In the case of international qualifications, they must be accompanied by SAQA Accreditation).
- ii. Valid Proof of current registration with HPCSA must be submitted for each employee employed by the bidder.
- iii. Curriculum Vitae indicating relevant experience for each employee employed by the bidder.

• **Staff compliment for histopathology service:**

- 3x Histopathologist with a minimum of two years' experience.
- 6x histopathology medical technician and/or medical technologist and/or medical scientist with at least six months of experience **Or**
- Bidder must submit a signed commitment letter on the letter head confirming that the required staff (as listed above) will be employed. **The bidder that submitted a commitment letter must have at least one Histopathology that is currently employed (proof must be submitted as stated above).**

• **Staff compliment for toxicology service:**

- 1x Chemical pathologist (no experience required)
- 6x Chemical pathology medical technician and/or medical technologist and/or medical scientist with at least six months of experience **Or**
- Bidder must submit a signed commitment letter on the letter head confirming that the required staff (6x Chemical pathology medical technician and/or medical technologist and/or medical scientist with at least six months of experience) will be employed.

NB: Bidders that submitted a commitment letter for either Histopathology or Toxicology will be required to submit proof of employment of the required staff before award of the contract.

- d. Valid copy of registration with Board of Healthcare Funders (BHF)
- e. Delivery commitment letter comprising service plans and turnaround times for both backlog and current cases. The letter must indicate a maximum turnaround time of one week (7 days) of each.
- f. Evidence of handling Medico legal cases. Bidder to submit a subpoena copy (letter) or any proof from court.
- g. Valid copy of a South African National Accreditation System (SANAS) certificate of accreditation for laboratories.
- h. The service provider must have an operational branch comprising a SANAS accredited laboratory facility with all the resources required to provide the services in Gauteng Province with enough capacity to service Gauteng FPS. In case the latter service is not active, the service provider is required to provide a Gauteng operational plan. Copy of a municipal account or a lease agreement signed by the lessor and the lessee must be submitted.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

STAGE 1B: FUNCTIONALITY EVALUATION

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

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

The total scoring points for functionality is 36 points. The minimum threshold score of 20 points for functionality shall apply. **Bids with a score below the minimum threshold score shall be declared non-responsive and set aside.**

Note: The two services (histopathology and toxicology) will be evaluated separately, bidders must submit all the supporting documents required for the functionality evaluation.

Table 3: The Functionality Evaluation

SCORING CRITERIA	SCORING CRITERIA	SCORING POINTS
1. Company experience in provisioning of toxicology and Histopathology services	<p>1.1. Bidders must submit reference letter/s and Purchase order/s or award letter/s on the letterhead of the current or previously serviced client and should reflect the name of the client, title of the related work conducted, year conducted and completed, duration of the contract, contactable reference name and contact details and signed by the appropriate delegate.</p> <p>NB: A reference letter and Purchase order/s or award letter/s without all the details as stated above will not be considered. The submitted reference letter must clearly indicate whether the experience is on toxicology or histopathology or both.</p> <p>Evidence produced will be scored as follows:</p> <ul style="list-style-type: none"> • More than six years of experience (7 Points) • Five years up to six years of experience (6 points) • Four years and more but less than five years of experience (5 points) • Three years and more but less than four years of experience (3 points) • One year and more but less than three years of experience (2 points) • Less than one year (0 points) 	7



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

2. Existence of resources	<p>2.1. Bidder to provide proof of transport ownership. Bidder to submit copy of road worthy vehicle certificate and a Natis certificate or lease agreement with a road worthy vehicle certificate or an affidavit signed by commissioner of Oath with a road worthy vehicle certificate.</p> <ul style="list-style-type: none"> Submitted proof for x1 roadworthy vehicle (1 point) No proof provided (0 points) 	1
3. Quality Management of histopathology and toxicology Services	<p>3.1 Contingency plan addressing adverse events.</p> <ul style="list-style-type: none"> Labour unrest. (1 point) Material supply shortages. (1 Point) Mechanical breakdown on machinery /equipment (1 Point) Staff shortages. (1 Point) High demand of Pathology Services (1 Point) No plan submitted to address any of the above (0 points) <p>NB: Bidders that are bidding for both services must submit contingency plan for the histopathology and toxicology services. If a bidder submitted a contingency plan for one service, they will be evaluated only for the service with the submitted evidence.</p> <p>3.2 Bidder to submit service work capacity plan addressing how the bidder will manage the following:</p> <p>Histopathology: (23)</p> <ul style="list-style-type: none"> 5 000 service case load per annum for histopathology (10 points) The estimated backlog of ±10020 for histopathology (3 points) Case load (number of cases) distribution per histopathology (5 points) Maximum turnaround time per case (5 points) <p>or</p> <p>Toxicology: (23)</p> <ul style="list-style-type: none"> The estimated backlog of ±13000 for Toxicology backlog (10 points) 7 000 service case load per annum for Toxicology (3 points) Maximum turnaround time per case (10 points) 	28



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

	or Histopathology and Toxicology (23) <ul style="list-style-type: none"> • 5000 service case load per annum for histopathology (4 points) • The estimated backlog of ± 10020 for (2 points) • The estimated backlog of ± 13000 for (3 points) • 7000 service case load (number of cases) per annum for Toxicology (4 points) • Case load (number of cases) distribution per histopathologist (5 points) • Maximum turnaround time per case. (5 points) 	
Total Points		36
Minimum threshold		20

The total scoring points for functionality is 36 points. The minimum threshold score of 20 points for functionality shall apply. Bids with a score below the minimum threshold score shall be declared non-responsive and set aside.

STAGE 2: EVALUATION

Stage 2A: Price and Preference point

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

To claim points for price, bidders are referred to:

- Completed and signed SBD 3.3 Pricing Schedules – Professional Services
- Completed and signed Annexure-A for pricing schedule and
- Bidder to submit completed and signed SBD 6.1 for Price and Specific goals Preference Point claim

NB. Failure by the bidder not to complete and submit SBD 3.3, SBD 6.1 and Annexure-A price schedule will forfeit preference points claim for price.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

To claim points for specific goals, bidders are referred to the Table below:

Table 4. Points for specific goals

Ownership	Points for price 80/20	Points for price 90/10	Evidence required
Enterprises which are 51% owned by previously disadvantaged individuals	20	10	Bidder must submit a valid copy of a BEE/CSD/CIPC registration document/s
Total Points For Price and Specific Goals	100	100	

Failure by the bidder not to submit supporting documentation/s required will forfeit preference points claim for specific goals.

Only bidders that scored highest points on price and specific goals will be considered for site visit evaluation. In the case where bidders scoring the highest points on price and specific goals do not meet the minimum threshold for site visit, GDoH reserves a right to conduct site visit evaluation for bidder/s that followed starting from highest to lowest points scored.

STAGE 2B: SITE VISIT EVALUATION

Only bidders who have progressed from price and preference point evaluation will be considered for the Site Visit Evaluation.

Gauteng Department of Health reserves the right to award one bidder for both Histopathology and Toxicology or separate bidders for each of the services.

The Gauteng Department of Health will appoint a service provider that is within the Gauteng Province for the ease of service delivery to Gauteng communities.

The Gauteng Department of Health reserves the right to conduct a Site Visit Evaluation. The Department shall establish general information during the evaluation of the site regarding their business functionality and organisational capacity and operations during the evaluations of the bidder's operational site/s.

The bidders must meet the Departmental staff on their site/s and co-operate with them and furnish the information they require for evaluation.

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

The minimum threshold score of 17 points out of 35 points for Site visit Evaluation. **Bidders who fail to achieve the minimum threshold score will be regarded as non-responsive and be disqualified.**

Note: The two services (histopathology and toxicology) will be evaluated separately, bidders are expected to demonstrate available resources for site visit evaluation for histopathology and/or toxicology services.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

Table 5: Site Visit Evaluation

No. Criteria	Criteria Description and Scoring Points	Total Points
1. Occupational Health and Safety	1.1. Bidder to demonstrate compliance with OHS (Compliance certificates). <ul style="list-style-type: none"> Valid original copy of an OHS certificate (2) Fire extinguishers and hoses (2) Evacuation plan (2) Assembly point (2) Emergency exit (2) Heating, Ventilation and Air Conditioning (HVAC) (2) Availability of personal protective clothing. (1) Waste management areas and equipment (5) 	18
2. Quality Control	2.1. Quality control measures to be implemented: <ul style="list-style-type: none"> Standard procedure manual (3) Equipment calibration procedure (3) 2.2. Existence of a laboratory processing area for histopathology <ul style="list-style-type: none"> Availability of laboratory equipment/tools and storage cabinets (1) Availability of laboratory register (1) Laboratory information system (1) Chain of custody procedure (2) And/or Existence of a laboratory processing area for toxicology <ul style="list-style-type: none"> Availability of laboratory equipment/tools and storage cabinets (1) Availability of laboratory register (1) Laboratory information system (1) Toxicology temperature controls including cold chain (1) Chain of custody procedure (1) 	11
3. Facility infrastructure	3.1. Existence of a building: (6) <ul style="list-style-type: none"> Reception (1) Sample processing and storage room (1) Presents of security protection (1) Visitor's parking (1) Telephone System (1) Wheelchair accessible (1) 	6
TOTAL POINTS		35
MINIMUM THRESHOLD SCORE		17

Only bidders who have met the minimum threshold of the Site Visit Evaluation will be considered for award.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

7. STAKEHOLDERS

Gauteng Provincial Treasury.
Gauteng Department of Health.

8. HIGHLY RECOMMENDED BRIEFING SESSION (NON-COMPULSORY)

The bidders are requested to attend highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date.

NB: bidders that did not attend the briefing session will not be disqualified.

9. SUPPLIER PERFORMANCE MANAGEMENT

Supplier performance management will be the responsibility of end-user departments and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, Gauteng Department of Health: Contract Management must be informed for corrective action.

10. CESSION

Neither party must 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.

11. QUALITY

The service must conform to the quality requirements as stipulated in the Terms of Reference.

12. 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.

13. RIGHT AND OBLIGATION

- a. The GDoH shall:
 - Conduct business in a courteous and professional manner with the Service Provider.
 - Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
 - Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- b. The Service Provider is required to:
 - Conduct business in a courteous and professional manner.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

14. PAYMENT TERMS

- a. Section 38(1) (f) of the PFMA an organ of state must settle all contractual obligations and pay all money owing, including inter-governmental claims, within the prescribed or agreed period.
- b. It is compulsory for the successful bidder/s, on award, to register for Gauteng Provincial Government (GPG) Electronic Invoice Submission and Tracking.
- c. Service Providers should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.
- d. Service Providers should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract.
- e. Please note that no deliveries should be made unless an official and authorized order form has been received from GDoH FPS facilities.
- f. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.
- g. All queries regarding outstanding payments must be directed to the relevant FPS facilities.
- h. Submit invoice/s in duplicate, showing purchase order number, item description, and the contract number, on the copy and mark the original. The original must be sent to the Gauteng Department of Health and one copy to the End-User / Institution.

15. TRAVEL

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

16. 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.

17. FRONTING

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

- 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.

18. PRODUCT ADHERENCE / CHEMICALS AND EQUIPMENT CHANGE

- a. In the event where a bidder offers a specific chemical and equipment against a product and the product is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.
- b. In the event that the chemical and equipment is discontinued and/or replaced with a new chemical and equipment, Gauteng Department of Health Contract Management must be notified of such an occurrence and upon approval, an official amendment will be issued. The supplier is required to submit supporting documents from the manufacturer substantiating the changes.
- c. It must be noted that the new chemical and equipment will be required to undergo the evaluation process prior to receiving approval by Gauteng Department of Health.
- d. The new chemical and equipment must adhere to the technical specification for the product. The quality of the product must not be lower than the initial awarded product.
- e. Furthermore, suppliers are to take note that the price of the new chemical and equipment should not affect or be higher than the current contract price of the original product.
- f. Suppliers are not allowed to deliver a new chemical and equipment other than the awarded to the supplier prior to an approval of brand change from Gauteng Department of Health.

19. CONTRACT PERIOD

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

20. 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.

21. THIRD PARTIES

- a. Participating authorities will not make a payment to or consult regarding orders with a third party.
- b. The department will only engage with the awarded service provider not the third party.
- c. No third party is entitled to put an account on hold.



GT/GDH/040/2025 - TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S FOR THE PROVISIONING OF HISTOPATHOLOGY AND TOXICOLOGY SERVICES IN GAUTENG FORENSIC PATHOLOGY SERVICES FOR A PERIOD OF THREE YEARS.

22. LATE BIDS

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

23. VALIDITY PERIOD

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.

24. PRICING SCHEDULE (See Annexure A)

- a. The bidders have an option to bid and quote for any services.
- b. All prices must include Value Added Tax.
- c. The bidder must ensure that the pricing schedule is completed according to the required information.
- d. The bidders must only fill in the pricing schedule for the service they are bidding for.
- e. Failure to comply with the bid will be disqualified.

25. THE CONDITIONS OF THE BID AWARD

- a. The Gauteng Department of Health reserves the right not to award or to cancel this tender at any time and shall not be bound to accept the lowest or any bid.
- b. Gauteng Department of Health reserves the right to award one bidder for both Histopathology and Toxicology or separate bidders for each of the services.
- c. The successful bidder must be tax compliant at the awarding of the tender.
- d. Bidders must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
- e. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted market range.
- f. The department reserves a right to do verification on the validity of documents.
- g. The successful bidder must comply with Department of Labour in respect of Compensation of Occupational Injury and Diseases Act (no 130 of 1993) (COIDA) before award of the tender.

26. ENQUIRIES

For Technical Queries

Mr. Khulekani Buthelezi

E-mail: Khulekani.Buthelezi@gauteng.gov.za



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

INTEGRITY PACT FOR BUSINESSES



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA



FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

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

2. OBJECTIVES

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

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

3. GOVERNANCE

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

4. ENVIRONMENT

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

5. PROTECTION OF INFORMATION

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

6. REPUTATION

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

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

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

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

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

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

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



- 8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:
- Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
 - Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
 - Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

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

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

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

10. SANCTIONS FOR VIOLATION

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA



11 CONFLICT OF INTEREST

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

12 LEGAL ACTIONS

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

13 VALIDITY

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

GPG INTEGRITY PACT FOR BUSINESSES

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation 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)