GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## INVITATION TO BID



| | |
|---|---|
| **BID NUMBER** | GT/GDH/044/2025 |
| **BID DESCRIPTION** | THE SUPPLY AND DELIVERY OF THE PHARMACEUTICAL ITEMS AND DIAGONISTIC AGENTS FOR GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS |

| | |
|---|---|
| **CUSTOMER DEPARTMENT** | GAUTENG DEPARTMENT OF HEALTH |
| **CUSTOMER INSTITUTION** | GAUTENG HEALTH INSTITUTIONS |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **BRIEFING SESSION** | **Y** | ☐ | **N** | ☑ | **SESSION COMPULSORY** | **Y** | ☐ | **N** | ☑ | |
| | | | | | **SESSION HIGHLY RECOMMENDED** | **Y** | ☐ | **N** | ☑ | |
| **BRIEFING VENUE** | N/A | | | | **DATE** | N/A | | **TIME** | N/A | |
| **COMPULSORY SITE INSPECTION** | **Y** | ☐ | **N** | ☑ | **DATE** | N/A | | **TIME** | N/A | |
| **SITE INSPECTION ADDRESS** | N/A | | | | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **TERM AGREEMENT CALLED FOR?** | **Y** | ☑ | **N** | ☐ | **TERM DURATION** | THREE YEARS |

| | | | |
|---|---|---|---|
| **CLOSING DATE** | 26 SEPTEMBER 2025 | **CLOSING TIME** | 11H00 |

| **TENDER BOX LOCATION** |
|---|
| GAUTENG DEPARTMENT OF HEALTH, 45 COMMISSIONER STREET, GROUND FLOOR NEXT TO WELLNESS CLINIC, MARSHALTOWN, JOHANNESBURG |

## NOTES

**THE TENDER BOX IS OPEN** 24 hours a day, 7 days a week for unbulky tenders. NB: All the Bulky tenders must be handed over at the tender issue desk and receipt of acknowledgement will be issued from 8:00 to 4:3

- 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.

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## INVITATION TO BID



### PART A
### INVITATION TO BID

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

| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

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# Provincial Supply Chain Management

## INVITATION TO BID



**TENDER DOCUMETS 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** | GAUTENG DEPARTMENT OF HEALTH |
| **CONTACT PERSON** | Mr. Thulani Myaka / Mr. Thakhani Manyadze |
| **TELEPHONE NUMBER** | N/A |
| **FACSIMILE** | N/A |
| **E-MAIL ADDRESS** | thulani.myaka@gauteng.gov.za / thakhani.manyadze@gauteng.gov.za |

| ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
|---|---|
| **DEPARTMENT** | GAUTENG DEPARTMENT OF HEALTH |
| **CONTACT PERSON** | Mr. Simthembile Langa |
| **TELEPHONE NUMBER** | N/A |
| **FACSIMILE** | N/A |
| **E-MAIL ADDRESS** | Simthembile.Langa@gauteng.gov.za |

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## INVITATION TO BID



## 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) | | | |

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

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

*The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.*
*By signing this form, you consent to your personal information to be processed by the Gauteng Department of Health and consent is effective immediately and will remain effective until such consent is withdrawn.*

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

_____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Health's (**The Department**) operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.

2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

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

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.

6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.

7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1;

8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.

9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1.

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

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

…..... ……

Name of data subject/ designated person Signature

…… ……

Name/Surname/Dept of Responsible Party Signature

Date:

| | | |
|---|---|---|
| GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA | **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). |

| | |
|---|---|
| 9 | Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS). |
| 10 | In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS). |
| 11 | In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification). |
| 12 | In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS). |
| 13 | The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS). |
| 14 | With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS). |
| 15 | Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS). |
| 16 | Delivery basis (not applicable for PANEL of BIDDERS):<br><br>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.<br><br>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). |

| | |
|---|---|
| 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. |

| | | |
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| GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA | **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 | Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:<br>• NAME AND ADDRESS OF THE BIDDER;<br>• THE BID (GT) NUMBER; AND<br>• THE CLOSING DATE.<br>The bid must be deposited or posted;<br>• To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR**<br>• 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. |

GAUTENG PROVINCE
PROVINCIAL TREASURY
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# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## POINT SYSTEM



| | | | |
|---|---|---|---|
| **BID NUMBER** | GT/GDH/044/2025 | **CLOSING DATE** | 26 SEPTEMBER 2025 |
| **VALIDITY OF BID** | 120 DAYS | **CLOSING TIME** | 11H00 |

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

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

POINT SYSTEM

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

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

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **SERVICE BASED** | **Y** | ✔ | **N** | | **SERVICE BASED** | **Y** | ✔ | **N** | | **VALUE BASED** | **Y** | ✔ | **N** | |
| **VALUE BASED** | **Y** | ✔ | **N** | | | | | | | | | | | |
| **QUANTITY BASED** | **Y** | ✔ | **N** | | | | | | | | | | | |
| **TERM BASED** | **Y** | ✔ | **N** | | | | | | | | | | | |

| 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 |
|---|---|---|
| | | |
| | | |
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| | | |

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.

| GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA | 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.

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|---|---|---|
| | **BIDDER'S DISCLOSURE** | **Page: 3 of 3** |

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

| | | | |
|---|---|---|---|
| **Signature** | | **Date** | |
| **Position** | | **Name of the Bidder** | |

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS



## EVALUATION METHODOLOGY

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

### STAGE 1

| CRITERIA FOR FUNCTIONALITY | |
|---|---|
| Stage 1A: Mandatory Administrative Evaluation | |
| Stage 1B: Functionality Evaluation | |
| Stage 1C: Sample Evaluation | |
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**NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation.**

## STAGE 2

| CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS) | POINTS |
|---|---|
| Bid Price | 80 Or 90 |
| Preference Points (Specific Goals) | 20 Or 10 |
| TOTAL | 100 |

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

| | POINTS ALLOCATED |
|---|---|
| **SPECIFIC GOALS** | 20 Or 90 |
| 1.Enterprises which are at least 51% owned by historically disadvantage individuals | 10 Or 4 |
| 2.The Promotion of Enterprises which are at least 51% owned by EME and /or QSE as per circular 6 of 2016/17 issued by National Treasury | 5 Or 2 |
| 3.The promotion of the enterprises located in the Gauteng province for work to be done or rendered in the Gauteng Province. | 5 Or 4 |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

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

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# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS



### 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** | **1st Quarter** | **2nd Quarter** | **3rd Quarter** | **4th Quarter** |
| **Year 1** | | | | | | |
| **Year 2** | | | | | | |
| **Year 3** | | | | | | |
| **Year 4** | | | | | | |
| **Year 5** | | | | | | |

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## ABBREVIATIONS

| | |
|---|---|
| B-BBEE: | Broad Based Black Economic Empowerment |
| BEC: | Bid Evaluation Committee |
| BSC: | Bid Specification Committee |
| CHC: | Community Health Care Centre |
| EME: | Exempted Micro Enterprise |
| GCC: | General Conditions of Contract |
| GPG: | Gauteng Provincial Government |
| GPT: | Gauteng Provincial Treasury |
| PMI : | Patient Medication Information |
| POPIA: | Protection of Personal Information Act |
| PPPFA: | Preferential Procurement Policy Framework Act |
| QC: | Quality Control |
| QSE: | Qualifying Small Enterprise |
| RFP: | Request for Proposal |
| SABS: | South African Bureau of Standards |
| SANAS: | South African National Accreditation System |
| SANS: | South African National Standard |
| SAHPRA: | South African Health Product Regulatory Authority |
| SCC: | Special Conditions of Contract |
| THC: | 9-Tetrahydrocannabinol |
| VAT: | Value- Added Tax |

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## 1. THE PURPOSE

The purpose of this tender is for the appointment of a supplier/s for the supply and delivery of the pharmaceutical items and diagnostics agents for the Gauteng Health Institutions for the period of three (3) years.

## 2. BACKGROUND

The **Medical Supplies Depot (MSD)** serves as a central hub for the storage, distribution, and supply chain management of essential medical commodities including pharmaceutical items and diagnostic agents. Established to ensure consistent and equitable access to quality medical supplies across healthcare facilities, MSD plays a critical role in supporting national health programs and improving patient outcomes.

MSD operates under stringent regulatory guidelines and adheres to recognized standards for procurement, warehousing, and distribution. Its core mission is to maintain a reliable inventory of essential medicines, vaccines, and diagnostic agents to meet the dynamic needs of hospitals, clinics, and public health institutions.

Procurement through MSD is conducted in accordance with national procurement regulations and aligned with best practices to ensure value for money and sustainability of supply. Bidders are encouraged to familiarize themselves with the relevant technical specifications, contractual terms, and delivery requirements outlined in the solicitation documents.

By partnering with trusted suppliers, MSD aims to build a resilient and responsive supply chain that supports timely diagnosis, effective treatment, and overall health system strengthening.

## 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 Other legal prescripts:

a. The Constitution of SA, Section 217
b. National Health Act, 2003 (Act no. 61 of 2003)
c. Medicines and Related Substances Act, 1965 (Act no. 101 of 1965)
d. Foodstuffs, Cosmetics and Disinfectants Act, (Act no. 54 of 1972)
e. Hazardous Substances Act, 1973 (Act no. 15 of 1973)
f. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
g. Public Finance Management Act, 1999 (Act No. 1 of 1999)
h. Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000)
i. Open Tender Framework, 2019
j. Gauteng Finance Management Supplementary Amendment Act, 2019 (Act no. 6 of 2019)
k. Constitution of the Republic of South Africa, 1996 (Act no. 106 of 1996)
l. Protection of Information Act, 1982 (Act no. 84 of 1982)
m. Promotion of Access to Information Act, 2000 (Act no. 2 of 2000)
n. Promotion of Administrative Justice Act, 2000 (Act no. 3 of 2000)
o. Occupational Health and Safety Act, 1993 (Act no. 85 of 1993)

## 4. THE FORMAT OF THE BID DOCUMENT

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

Bidders are advised to observe Table **1** as a guide to compile the bid documents. All documents must be completed, signed and submitted. The documents / information will be used to evaluate Mandatory Administrative, Technical, Price and Preference Points of the bids.

**Table 1:** The bid documents format

| Part of Bid Submission | Required documents |
|---|---|
| Part 1 | **Section 1: Technical Proposal of the tender**<br><br>All the documents included in **Section 1** must be read, completed, signed where applicable and submitted. Product information documents (e.g. catalogues, operating manuals, instruction leaflets, etc.), must be submitted in the English language.<br><br>1. Fully completed and signed SBD's: |

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| | |
|---|---|
| | a) SBD 01: Invitation to Bid<br>b) SBD 4: Bidder's Disclosure<br><br>2. Product Brochure and/or Technical Data Sheets:<br>Bidders must submit a fully comprehensive product brochures and / or the technical data sheets that includes the technical specifications of the items tendered for. **ALL BROCHURES MUST BE CLEARLY MARKED:**<br><br>• Brochures for (Item description):<br>• Item number: to be indicated on brochure<br>• Name of the Company:<br><br>3. license to manufacture or import including all annexures for manufacturing sites.<br>4. Medicine Registration Certificate<br>License to manufacturer/import/distribute/wholesale a medical device or an in vitro diagnostic<br>5. A valid copy of SAHPRA licence as a manufacturer / wholesalers / distributor of medical devices: All bidders must be registered and licenced by the South African Health Products Regulation Agency to be able to supply medical equipment<br>.<br>**Other required documents (non-mandatory)**<br>6. Tax Compliance Requirements:<br>A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.<br><br>7. Copy of Central Supplier Database (CSD) Registration Summary Report. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number). |
| Part 2 | All other supporting documents of proof required for the Technical Evaluation specifications:<br>a. Joint Venture Agreement (if applicable).<br>b. Organizational structure showing the technicians and the CVs of the technicians. |

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| | |
|---|---|
| | c. Company profile.<br>d. Valid copy of the accreditation issued by the South African National Accreditation System (SANAS) to the Inspection Body affiliated with the bidders for the Acceptance Quality Assurance Test and commissioning of the equipment offered.<br>e. Bidder to provide with Any publication or supporting document for the Technical Evaluation.<br>f. The bidders are required to submit a certified copy of the Registration as an importer with the South African Revenue Service (SARS). |
| Part 3 | **Section 2: Financial Proposal of the tender.**<br>Completed Price Schedule document, referred to as Annexure A of the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a memory stick.<br>1. SBD 3.2: Price Schedule –Non-Firm Prices (Purchases)<br>• Annexure A1 Pharmaceutical Items<br>• Annexure A2 TPN<br>• Annexure A3.1 Diagnostic Agents<br>2. SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 |

## 5. THE PRODUCTS SPECIFICATIONS

5.1 The bidders must refer to the attached **Annexure A1 Pharmaceutical Items Annexure A2 TPN and Annexure A3 Diagnostic Agents.** The appointment of a supplier/s to supply, deliver pharmaceutical items and diagnostics agents for Gauteng Health Institutions for the period of three (3) years. The bidders must complete the tender Specification as follows:

5.2 The original Tender Specification must be submitted.

5.3 The Tender Specification in MS Excel format that is attached as annexure A1, A2 and A3 must be completed in order to submit it in original, and the bidders must refer to in the Microsoft Excel to indicate the compliance with the tender specification:

The bidder's response to each line item will be verified in the product brochures, technical data sheets and the user & technical manuals submitted by the bidders.

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## 6. EVALUATION OF THE BIDS

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

Stage 1A: Mandatory Administrative Evaluation
Stage 1B: Functionality Evaluation
Stage 1C: Sample Evaluation
Stage 2: Price and specific goals

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 R50 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.

## STAGE 1B: MANDATORY ADMINISTRATIVE RESPONSIVENESS

All bidders will be evaluated for the Mandatory Administrative Responsiveness as indicated below. Failure to meet the below criteria the bid will be disqualified.

Table 2. Mandatory requirements

| **Below are mandatory required documents that must be submitted by the bidders** | | |
|---|---|---|
| **Item No:** | **Description** | **Submitted Yes/No** |
| 1. | SBD 1: Invitation to Bid | |
| 2. | SBD 4: Bidder's Disclosure | |
| Quality Standards Certifications:<br>Products supplied to the Gauteng Department of Health must conform to the quality standards and international device regulations. The bidders must submit the following certificates together with the bid documents: | | |
| 3. | South African Health Product Regulatory Authority (SAHPRA) Licence/Certificate. A valid copy of the signed Licence/certificate of compliance as proof of | |

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| | | |
|---|---|---|
| | registration with South African Health Product Regulatory Authority. | |
| 4. | Licence to manufacture or import (in the name of the bidder), including all annexures. Valid copies **required**. | |
| 5. | Licence to manufacture or import, including all annexures for manufacturing sites as listed on the MRC of the bidder (applicant). valid copies required. | |
| 6. | Medicine Registration Certificates (MRC) with all the associated conditions of registration and **Variation Summary** (if applicable) - Valid **copies.** Note: All MRC's must be marked by the bidder with the relevant item number and be sorted and filed in numerical order. | |
| 7. | Original Package Insert (PI) or document detailing professional information approved by the Medicines Control Council (MCC) or the South African Health Products Regulatory Authority (SAHPRA) for each product offered. Note: All PI`s must be marked with the relevant item number and be sorted and filed/submitted in numerical order. | |
| 8. | A valid Variation Summary for any changes on the MRC where applicable as prescribed by SAHPRA GUIDELINE: BAU VARIATIONS COMMUNICATION, latest version | |
| 9. | Product Brochure and Technical Data Sheets:<br>Bidders must submit the fully comprehensive product brochures of the technical data sheets that includes the technical specifications of the items tendered for together with the bid documents. Bidders who do not comply with this requirement will be disqualified.<br>• Bidder Name:<br>• Category:<br>• Item description: | |

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

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## STAGE 1B: THE FUNCTIONALITY EVALUATION

Only bidders who have complied with mandatory requirements, (**Stage 1A**) will be evaluated for functionality evaluation. During this phase bidders' responses will be evaluated for functionality based on achieving the minimum threshold points of 60 out of total points of 80 for functionality. If a bidder does not meet the minimum threshold will be disqualified.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on their submission and information provided against the following criteria:

Note: Bidders must, as part of the bid documents, submit proof of evidence documents for all functional requirements, as indicated here under.

Table 2. Functionality Evaluation

| No. | Criteria | Description | Scoring | Weight |
|---|---|---|---|---|
| 1 | Track Record | Bidders to provide signed Reference /testimonial letters from the public or private sector where product(s) is/are used. The letter must be on a business letterhead with contactable reference details. | 10 Letters or more = 30 points<br>5 Letters = 20 points<br>3 Letter = 10 points<br>No letter = 0 points | 30 |
| 2 | Company Experience | Bidder to provide previous contractual / agreement/ award letters and as evidence of years of experience in supplying and delivering pharmaceutical items/Diagnostics Agents from the public and private sector. | 4-5 years or more = 50 points<br>3-4 years = 40 points<br>2-3 years = 30 points<br>1-2 years= 20 points<br>1 year or lesser = 10 points<br>No proof = 0 points | 50 |
| **Total Points:** | | | | **80** |
| **Threshold Points** | | | | **60** |

**If a bidder does not meet the threshold of 60 points as stated on the table above the bid will be disqualified and not considered for further evaluation.**

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## STAGE 1C: SAMPLE EVALUATION

Only bidders who complied with the functionality evaluation compliance will be considered and for the sample evaluation and will be requested to submit the samples within 14 days after being contacted by the department. All such bids received will be subjected to a mandatory sample evaluation. Bidders must complete the SCM O7 Supply of Samples and attach it to the bid document. Bidders are referred to Annexure A1, A2 and A3.
(specifications) for sample evaluation (Yes indicates compliance to specification, No indicates non-compliance. A bidder with a non-compliant specification/Sample will be disqualified for that specific item.

### Samples

Bidders must submit at least one new sample per item range that is still sealed and unopened in the original packaging for the sample evaluation. Where the item has different sizes, length etc., and line-item sample must be submitted for the items bided for.

Bidders to submit their sample test devices and together with two controls samples one negative and one positive.

For Continuous Glucose monitoring the SAHPRA certificate will be accepted.

The Department reserves the right to request the shortlisted compliant bidders to submit a minimum of 2 samples for further testing at the MSD.

All the samples must be a true representation of the products, which will be supplied.

All submitted samples of awarded items will be retained for the period of the contract.

### Submission of Samples

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

All the samples must be delivered to the Medical Supplies Depot and sign the register.

**No** samples must be sent to the Department of Health at 45 Commissioner Street, Johannesburg. All samples must be delivered directly to the following address:
Medical Supplies Depot
Transito In/Receiving
35 Plunkett Avenue
Auckland Park

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Inquiries: Tel. no.: (011) 628-9011/9131
Bidders' samples Boxes must be marked using the format, e.g., box 1 of 3, 2 of 3, 3 of 3 etc. This is imperative to ensure the total number of sample boxes delivered is accounted for.

**Pre-award sample compliance**

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

**Packaging and marking of samples.**

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

a. A list of the samples must be attached.
b. Samples must be placed on a suitable packaging and clearly marked on the outside as follows:
   i. The Tender number.
   ii. The item number/ item range.
   iii. The Bidder's /Agent name and address.
c. All samples including the labelling requirements must be a true presentation of the product that will be supplied during the contract period.
d. Incorrectly marked or labelled samples will be disregarded.
e. Proposals not supported by availability of samples, when requested, will be disregarded when not submitted.

Schedule 6 substances, the primary packaging/artwork and package insert must be submitted (do not include the product).

A mock sample may be accepted for the actual product registered with SAHPRA, that is not yet available on the market. The mock sample must be a true representation of the actual product the bidder will supply should a contract be awarded, and must include the contract item (tablet, capsule, liquid, etc.) which may not be in an original container and the SAHPRA approved artwork and package insert.

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## STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

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

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million whilst the 90/10 system is applicable to bids with a Rand Value above R50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulations 2022 and the Gauteng Department of Health Preferential Procurement Policy.

- SBD 3.2 non-firm prices (Purchases)
- Annexure-A1, A2 and A3.1 for-pricing schedule and
- The SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2022.

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points allocated (90/10 system) (To be completed by the organ of state) | Bidders are required to submit, together with their bids, the following to verify claimed points |
|---|---|---|---|
| **PRICE** | **80** | **90** | |
| Enterprises which are at least 51% owned by historically disadvantage individuals | **10** | **4** | ID/CSD/BEE/CIPC Registration documentation |

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| | | | |
|---|---|---|---|
| The Promotion of Enterprises which are at least 51% owned by EME and /or QSE as per circular 6 of 2016/17 issued by National Treasury | **5** | **2** | Sworn affidavit commissioned by commissioner of oaths, (the template can be downloaded from CIPC or DTI websites |
| The promotion of the enterprises located in the Gauteng province for work to be done or rendered in the Gauteng Province. | **5** | **4** | Municipal account/sworn affidavit/lease agreement- must be in the name of the enterprise<br>NB: Municipal account must not older than 3 months. |
| **Total points for price and specific goals** | **100** | **100** | |

## 7. GENERAL AND SAFETY REQUIREMENTS

### 7.1 Certification for the Diagnostic Agents:

a. The unit must comply with the acceptable international electrical safety standard IEC-601-1, IEC-601-1-2 and IEC-60601 / IS-13450 for medical equipment or equivalent, where applicable. A valid copy of certification must be attached as proof.
b. System must comply with ISO 9000 and ISO 13458, ISO 15189 installation standards or equivalent where applicable. Attach the valid copy of the certification as proof of compliance.
c. The product offered must be SAHPRA certified Attach a valid copy of the certification as proof of compliance.
d. Any pending cases from regulatory / compliance bodies, i.e. SAHPRA, etcetera regarding the manufacturing and certification of the devices offered, must be disclosed.
e. The cost of the starter pack of all essential accessories must be supplied so that the unit can be put into immediate operation and must be included in the bid price.

### 7.2 Technology for the Diagnostic Agents

a. No product or part thereof shall be second hand or refurbished.

b. The offered product must comprise of the latest model. The model and the date of initial manufacture of the model range must be stated on the brochure or data sheet.
c. The bidder must be able to provide the Department with the latest technology item in the market, if there is a change in the near future within the contract period (1 - 6 months, 6-12 months, 12-24 months, 24 - 36 months).

d. The bidder must be able to upgrade/maintain the devices for the duration of the contract. Pricing should be included in the initial bid

e. The bidder must guarantee that no additional equipment, parts or software, excluding consumables, will be required for the successful operation of the equipment/ devices quoted on in this RFP. A starter pack of all essential accessories must be supplied so that the unit can be put into immediate operation.

### 7.3 Compliance with Certificate

- Items must comply with the specifications outlined in the bid document.
- The Department has the right to award the product with a specification deviation.

## 8. VALUE ADDED TAX

All bid prices must be inclusive of value-added tax. Failure to comply will invalidate the bid.

## 9. TOTAL PARENTEAL NUTRITION SPECIAL CONDITIONS

a. Each TPN bag should be ordered per patient using the name of hospital, name and surname of the patient, PMI number, ward number and the name of the prescribing Doctor.
b. The name and surname of the patient, Patient Medication Information (PMI) number, the code of the bag, ward number, the contents of what is in the solution and the expiry date should be added on a label attached to the bag.
c. A TPN bag should be delivered with a protective bag to protect the contents from light.
d. All bags should be irradiated before they are dispatched to the hospital.
e. The company should be able to deliver the TPN daily to the ordering hospital.

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f. Each hospital should be able to make arrangements for additional deliveries should the need arise.
g. The company should ensure that the delivery from the compound facility to the hospital be in such a way that the cold chain is not interrupted

## 10. COMMUNICATIONS

a. Acquisition Management may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
b. Any communication to any government official or a person acting in an advisory capacity for the Gauteng Department of Health in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.
c. All communication between the bidder and the Acquisition Management Office must be done in writing.

## 11. AUTHORISATION DECLARATION

Only the holder of a medicines Registration Certificate issued in terms of the Medicines and Related Substances Act, 1965 (Act 101 of 1965), may submit a bid.

In the event that the Manufacturer, or other entity, as listed on the certificate of registration are external third parties, the bidder must ensure that all legal, financial and supply arrangements have been mutually agreed upon between the bidder and these third parties. (Medicines Act)

## 12. CESSION

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

## 13. 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.

## 14. THE GDoH SHALL:

a) Conduct business in a courteous and professional manner with the Service Provider.
b) Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.

c) Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
d) Shall not provide a storage facility for transportation, equipment, and materials.

## 15. CONTENT

This document references various standards and specifications applicable to the relevant business sector within the Republic of South Africa. Changes to these standards and specifications effected during preparing this document have not been considered and therefore may vary. Changes or queries detected in this document must be brought to the attention of the GDoH. Compliance to this specification does not in itself confer immunity from legal obligations.

## 16. TRAVEL

The Gauteng Department of Health will not be liable for any costs incurred by the bidder. The Gauteng Department of Health will not be liable for travel claims during the maintenance contract period.

## 17. COUNTER CONDITIONS

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

## 18. LINES OF COMMUNICATION AND REPORTING

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

## 19. LATE BIDS

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

## 20. THE CONDITION OF THE BID AWARD

a. The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.

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b. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders.
c. Bidders are required to register with National Treasury Central Supplier Database
d. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
e. The Gauteng Department of Health reserves the right to make a single bid award per item or group series of items or a multiple bid award of the same item or group series of items to more than one bidder.
f. In the case of medicines for chronic conditions pack sizes, suitable for a 28-day treatment cycle are required. Should a 30-day or other pack size offered, no conversion factor will be applied. Direct comparisons will be made between the 28 – day and other sizes during evaluation. similarly, no conversion factors will be applied in cases where a pack size other than that is specified.
g. The successful bidder must be tax compliant at the awarding of the bid.
h. The Gauteng Department of Health reserves the right to award the bid by item/item range (see items or item range list of items on column A of the Annexure A). All items or item range that are in the specification shall be regarded as a group series and be evaluated and may be awarded accordingly. Bidders are required to offer prices for all units of measure specified in the series. Bidders must take note that the allocation of points will be per item or item range. Non-compliance with the abovementioned special conditions may invalidate the bid for the item/s concerned.
i. Items that will be awarded by the National Department of Health.

## 21. APPLICATION OF THE PRICE ADJUSTMENT FORMULA

The successful supplier shall submit an application in writing and supported by documentary proof to GDOH within 30 days of any Price Adjustment.

The contract Price Adjustment shall be applied on a six-month basis at the anniversary of the commencement date of the contract.

**Fixed price period**

| | |
|---|---|
| GDoH suggests an initial fixed period of at least six (6) months from the effective date of any agreement, which may be awarded as a result of this RFP. | |

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**Frequency of price adjustments after fixed price period**

| | |
|---|---|
| GDoH suggests six (6) monthly adjustments, after the initial fixed price period. Longer periods than six (6) months between adjustments will be considered even more favorable. | |

## 22. QUALITY

Products must conform to the conditions of registration of the product in terms of the Medicines and Related Substance Act, 1965 (Act 101 of 1965) for the full duration of the contract.

## 23. QUANTITIES

The quantities reflected in the bid are estimated quantities, and no guarantee is given or implied as the actual quantity which will be procured during the contract period. Fluctuations in monthly demand may occur, at 20% deviations. Deviations exclude TPN.

## 24. VALIDITY PERIOD

The Validity period of the tender will be one hundred and twenty (120) days.

## 25. INVOICING

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

## 26. DELIVERIES

**26.1** The Gauteng Department of Health will not be responsible for any damage of any item on transit and during delivery.

a. The bidders must state a delivery period that is firm for the duration of the contract.
b. Successful bidders must adhere strictly to the agreed delivery periods in respect of items awarded to them in accordance with the signed contract and the special conditions and requirements of the contract.

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c. Should the successful bidder fail to adhere strictly to the agreed delivery periods, the Gauteng Department of Health reserves the right, without notice, to purchase similar supplies from another supplier.

a. **The right is also reserved to purchase requirements elsewhere outside the contract should:**
   i. the minimum order quantities specified by the supplier be more than that of an institution's requirements or
   ii. if the item(s) is urgently required and not immediately available from the contracted supplier or
   iii. if an emergency arises or
   iv. the supplier's point of supply is not situated at or near the place the supplies are urgently required.
b. The Gauteng Department of Health accepts no responsibility whatsoever for any supplies delivered outside of the delivery period.
c. In the event of the Department availing itself of the remedies provided for in paragraphs i to ii, the following conditions shall apply:
d. The bidder shall bear any adverse difference in price of the said supplies or services and these amounts plus any other damages, which may be suffered by the Department shall be paid by the bidder to the Department immediately on demand, or the Department may deduct such amounts from moneys (if any) otherwise payable to the bidder in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amount due to him;

or

e. 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 contract termination according to GCC Clause 23.
f. Delivery from Monday to Friday between 08h00 and 15h00.

26.2. Delivery Quantity

a. Quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity that will be procured during the contract period.
b. The ordered quantities may not be exceeded. Any over-supply will not be accepted and will be returned to the supplier at his own expense.
c. All duplicate deliveries shall be for the account of the Service provider, even after the expiry of the contract.

d. Goods received voucher (GRV Forms) shall be completed by institutions with each delivery and must be submitted with the invoice to MSD by the supplier.

26.3 Deliveries

a. The delivery of products must be made to the participating hospitals and Health Institutions of the Gauteng Department of Health only if an authorized purchase order was received.

b. The ordered products must be delivered in accordance with the delivery address and instructions appearing on the official order form.

## 27. DELIVERY ADHERENCE

a. The instructions appearing on the official order form must be strictly adhered to.

b. Deliveries not complying with the order forms will be returned to the bidder at the bidder's expense.

c. All deliveries must be accompanied by a delivery note stating order number and contract number against which the delivery was affected. An invoice must also be submitted immediately for the prompt payment of this order.

## 28 SHELF LIFE

a. Unless MCC or SAHPRA has approved a shorter shelf life, products must have a shelf life of at least 12months upon delivery and 7 days for the TPN.
b. all items supplied on this contract with an expiry date less than 12 month, shall be issued with a stock protection letter, stating that any stock unused or remaining after expiry date shall be uplifted at the cost of the supplier.

## 29 MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

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

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## b. THIRD PARTIES

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

## 30. POST AWARD REPORTING

Historical Data:
All successful bidders may be required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:
Gauteng Department of Health, Directorate: Acquisition and Contract Management.

## 31. TECHNICAL ENQURIES

All technical queries must be e-mailed to:
Mr. Simthembile Langa
Simthembile.Langa@gauteng.gov.za

And

SCM queries must be emailed to
Mr. Poponi Ncamile

ncamile.poponi@gauteng.gov.za

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**ANNEXURE A3 TENDER SPECIFICATION**

**GT/GDH/044/2025 - THE SUPPLY, DELIVERY, OF PHARMACEUTICAL ITEMS AND DIAGONISTIC AGENTS TO VARIOUS GAUTENG HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS**

| Pregrancy Test | | | | | | |
|---|---|---|---|---|---|---|
| **Item No** | **Item Description** | **Item name** | **Unit Of Measure** | **Comply (Yes/No)** | **Details of Bid Offer (Provide your answers in this Colum. You are advised to be straight to the point)** | **Reference to Brochure / Technical Data Sheet (verification)** |
| 1.1 | This specification establishes the HCG. Human chorionic Gonadotropin in Urine | | | | | |
| 2 | **Product Offered:** | | | | | |
| 2.1 | Make: | | | | | |
| 2.2 | Model: | | | | | |
| 2.3 | Initial Manufacturing year of Model: | | | | | |
| 3 | **SPECIFICATIONS** | | | | | |
| | **Test in Human chorionic Gonadotropin in Urine (HCG).** | | | | | |
| 3.1 | Pregnancy Test Strips | | | | | |
| 3.2 | The test must be accurate? | | | | | |
| 3.3 | Bidder to provide the following regarding the test: | | | | | |
| 3.4 | Storage conditions: 0 - 50 degrees celcius, relative humidity: < 90% | | | | | |
| 3.7 | HCG detection sensitivity levels ± 10 mIU/ml | | | | | |
| 3.8 | Minimum sample volume ±20ml | | | | | |
| 3.10 | Time to obtain results: 3-5 minutes | | | | | |
| 3.14 | The unit must be supplied in a sealed foil pack or light protected container . | | | | | |
| **4** | **Standard Accessories and Conusmables** | | | | | |
| 4.1 | sealed foil pack or light protected container . | | | | | |
| 4.3 | Test strips ( Pk of 25) | | | | | |
| 5 | **General** | | | | | |
| 5.1 | Has the product on offer being on safety recall by the Regulatory Authority in the last 5 years? If yes, please provide further details of the recall and how was it addressed | | | | | |
| 6 | **MANDATORY Accessories and Consumables (pricing to be made available for future procurement)** | | | | | |
| 6.1 | Test Strips | | | | | |

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| Multi Drug Sreen Test 12 | | | | | | |
|---|---|---|---|---|---|---|
| **Item No** | **Item Description** | **Item name** | **Unit Of Measure** | **Comply (Yes/No)** | **Details of Bid Offer (Provide your answers in this Colum. You are advised to be straight to the point)** | **Reference to Brochure / Technical Data Sheet (verification)** |
| 2 | **Product Offered:** | | | | | |
| 2.1 | Make: | | | | | |
| 2.2 | Model: | | | | | |
| 2.3 | Initial Manufacturing year of Model: | | | | | |
| 3 | **SPECIFICATIONS** | | | | | |
| | **multi drug rapid screening test :Senstive rapid test for detection of drug metabolites in urine** | | | | | |
| | Testing metabolites for: | | | | | |
| 3.1 | Methamphetamine | | | | | |
| 3.2 | Barbiturates | | | | | |
| 3.3 | Benzodiazepines | | | | | |
| 3.4 | Cocaine | | | | | |
| 3.5 | Ketamine | | | | | |
| 3.6 | MDMA/Ecstasy | | | | | |
| 3.7 | Methadone | | | | | |
| 3.8 | Morphine/Opiate | | | | | |
| 3.9 | Opiates | | | | | |
| 3.10 | Cannibas | | | | | |
| 3.11 | Codeine | | | | | |
| 3.12 | Amphetamin | | | | | |
| 4. | Sample Type: Urine-based rapid test | | | | | |
| 4.1 | Format: Cassette or Dip Card | | | | | |
| 4.2 | Accuracy: ≥ 99% | | | | | |
| 4.3 | Result Time: ≤ 5 minutes | | | | | |
| 4.4 | Shelf Life: Minimum 18 months | | | | | |
| 4.5 | Packaging: Individually packed | | | | | |
| 4.6 | Storage: 2– 50°C | | | | | |
| 4.7 | ISO Approved | | | | | |
| 4.8 | High Sensitivity | | | | | |
| 4.9 | SAHPRA approval | | | | | |
| 4.10 | Training, Support, and After-Sales Service | | | | | |
| 4.11 | Test strips ( Pk of 25)/ Cassette or Dip Card | | | | | |
| 5 | **General** | | | | | |
| 5.1 | Has the product on offer being on safety recall by the Regulatory Authority in the last 5 years? If yes, please provide further details of the recall and how was it addressed | | | | | |
| 6 | **MANDATORY Accessories and Consumables (pricing to be made available for future procurement)** | | | | | |
| 6.1 | Test Strips ( Pk of 25) | | | | | |
| 6.2 | All POCT kits supplied must comply with the Quality Control (QC) standards | | | | | |

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**GT/GDH/044/2025 - THE SUPPLY, DELIVERY, OF PHARMACEUTICAL ITEMS AND DIAGONISTIC AGENTS TO VARIOUS GAUTENG HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS**

| Continuous Glucose Monitoring System | | | | | | |
|---|---|---|---|---|---|---|
| **Item No** | **Item Description** | **Item name** | **Unit Of Measure** | **Comply (Yes/No)** | **Details of Bid Offer (Provide your answers in this Colum. You are advised to be straight to the point)** | **Reference to Brochure / Technical Data Sheet (verification)** |
| 1 | **DESCRIPTION** | | | | | |
| 1,1 | Portable continuous glucose monitoring system | | | | | |
| 2 | **Product Offered:** | | | | | |
| 2,1 | Make: | | | | | |
| 2,2 | Model: | | | | | |
| 2,3 | Initial Manufacturing year of Model: | | | | | |
| 3 | **SPECIFICATIONS** | | | | | |
| | **A device used for monitoring blood glucose on a continual basis** | | | | | |
| 3.1 | The unit offered must be robust, lightweight, compact and user friendly. | | | | | |
| 3.2 | Shorlisted units will undergo a trial as part of verification | | | | | |
| 3.3 | Bidder to provide the following regarding the unit: | | | | | |
| 3.4 | Memory Capacity: minimum100 readings | | | | | |
| 3.5 | Approximate Dimensions: Companies to supply | | | | | |
| 3.6 | Bluetooth, USB and/or other data transfer options | | | | | |
| 3.7 | Unit must have USB/micro chip? | | | | | |
| 3.8 | Operating conditions: Glucose: 5-45°C, 10%-90% R.H | | | | | |
| 3.9 | Storage conditions : -20 °C ~ +55 °C (Meter); 2°C ~ 32°C | | | | | |
| 3.10 | Approximate weight: Bidders to supply | | | | | |
| 3.11 | The unit must be battery operated or rechargable . | | | | | |
| 3.12 | Accuracy: A minimum of 1 local correlation trials minimum)(Proof to be supplied for model of machine)Specificity and sensitivity should correlate with laboratory-based results. Bidders must be SAHPRA medical Devices licensed ? | | | | | |
| 3.13 | The unit must be supplied with a carry case for protection. | | | | | |
| 3.14 | The meter must have a digital display which is visible under all lighting conditions | | | | | |
| 4 | **Glucose** | | | | | |
| 4.1 | Sample size: 0.8 µL ? | | | | | |
| 4.2 | Reaction Time: max 10 seconds | | | | | |
| 4.3 | Measurement Range: 0.6~33.3 mmol/L | | | | | |
| | Precision: CV < 5% | | | | | |
| 4.4 | Package: patches pack minimum of 50? | | | | | |
| 4.5 | to be compatible with sensor? | | | | | |
| 5. | **Standard Accessories and Conusmables** | | | | | |
| 5.1 | Battery (Rechargable or long life) | | | | | |
| 5.2 | Sensor | | | | | |
| 5.3 | Bluetooth, USB and/or other data transfer options | | | | | |
| 5.4 | The unit on offer must be the latest technology. | | | | | |
| 6 | **Mandatory Accessories and Consumables** | | | | | |
| 6.1 | Battery (Rechargable or long life) | | | | | |
| 6.2 | Sensor | | | | | |
| 6.3 | Quality Control Solutions | | | | | |

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| Haemoglobin Meter | | | | | | |
|---|---|---|---|---|---|---|
| **Item No** | **Item Description** | **Item name** | **Unit Of Measure** | **Comply (Yes/No)** | **Details of Bid Offer (Provide your answers in this Colum. You are advised to be straight to the point)** | **Reference to Brochure / Technical Data Sheet (verification)** |
| 1 | **DESCRIPTION** | | | | | |
| 1.1 | This specification establishes the requirements, supply, delivery, end user training, demonstration, installation and commissioning of a portable Haemoglobin meter able to measure accurate results covering the whole measurement range of <4.5 - >26 g/dl (0.26 g/dl or 0.16 mmol/L) | | | | | |
| 2 | **Product Offered:** | | | | | |
| 2.1 | Make: | | | | | |
| 2.2 | Model: | | | | | |
| 2.3 | Initial Manufacturing year of Model: | | | | | |
| 3 | **SPECIFICATIONS** | | | | | |
| | **Machine for testing haemoglobin levels in blood** | | | | | |
| 3.1 | The unit offered must be robust, lightweight, compact and user friendly. | | | | | |
| 3.2 | The unit must be accurate. Shorlisted units will undergo a trial as part of evaluation. | | | | | |
| 3.3 | Bider to provide the following regarding the unit: | | | | | |
| 3.4 | Number of test results that can be stored: Onboard memory:minimum of 100 tests | | | | | |
| 3.5 | Operating conditions: 0 - 50 degrees celcius; relative humidity: 35 - <90% | | | | | |
| 3.6 | Storage conditions: 0 - 50 degrees celcius, relative humidity: < 90% | | | | | |
| 3.7 | Minimum sample volume 10 - 20 microlitres | | | | | |
| 3.8 | Weight (in grams) | | | | | |
| 3.9 | The unit must be able to analyze capillary, venous or arterial whole blood | | | | | |
| 3.10 | Time to obtain results: ≤ 30 seconds) | | | | | |
| 3.12 | The unit must be battery (re-chargeable or long life) /electrically operated | | | | | |
| 3.13 | The unit must have a built in memory to record the measurements. | | | | | |
| 3.14 | The unit must be supplied with a carry case for protection. | | | | | |
| 3.15 | The unit must be operated without any additional eye protection for both the user and patient | | | | | |
| 3.16 | The meter must have a digital display which is visible under all lighting conditions | | | | | |
| 3.17 | The unit must be able to display haemoglobin test in g/l, g/dl or mmol/l | | | | | |
| 3.18 | The above units must be user selectable as per their preference | | | | | |
| 3.17 | With measurement range of ≤ 4.5 - ≥26 g/dl or/and 0 - 16 mmol/L | | | | | |
| | Precision: CV < 5% | | | | | |
| 3.18 | The Unit should be provided complete with all accessories for operation. | | | | | |
| 3.19 | The unit must be Factory calibrated and have built-in auto self calibration | | | | | |
| 3.20 | Automatic shutdown if not in use: < 6 minutes | | | | | |
| **4** | **Standard Accessories and Conusmables (pricing to be made available for future procurement)** | | | | | |
| 4.1 | Carry case/bag for safe-keeping | | | | | |
| 4.2 | Battery ( rechargeable or long life batteries) | | | | | |
| 4.3 | Test strips ( minimum Pk of 50) | | | | | |
| 4.4 | Bluetooth, USB and/or other data transfer options | | | | | |
| 4.5 | lancets | | | | | |
| 4.5 | Automatic Lancing device | | | | | |
| 6 | **General** | | | | | |
| 6.1 | Has the product on offer being on safety recall by the Regulatory Authority in the last 5 years? If yes, please provide further details of the recall and how was it addressed | | | | | |
| 6.2 | The unit on offer must be the latest technology. | | | | | |
| 7 | **MANDATORY Accessories and Consumables** | | | | | |
| 7.1 | Battery ( rechargeable or long life batteries) | | | | | |
| 7.2 | Test Strips | | | | | |
| 7.3 | quality control Solutions | | | | | |
| 7.5 | lancets | | | | | |
| 7.6 | Automatic Lancing device | | | | | |

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| HBA1C | | | | | | |
|---|---|---|---|---|---|---|
| **Item No** | **Item Description** | **Item name** | **Unit Of Measure** | **Comply (Yes/No)** | **Details of Bid Offer (Provide your answers in this Colum. You are advised to be straight to the point)** | **Reference to Brochure / Technical Data Sheet (verification)** |
| 1 | **DESCRIPTION** | | | | | |
| 1,1 | Portable dual handheld analyser with the following test HBA1C | | | | | |
| 2 | **Product Offered:** | | | | | |
| 2,1 | Make: | | | | | |
| 2,2 | Model: | | | | | |
| 2,3 | Initial Manufacturing year of Model: | | | | | |
| 3 | **SPECIFICATIONS** | | | | | |
| 3.1 | The unit offered must be robust, lightweight, compact and user friendly. | | | | | |
| 3.2 | Shorlisted units will undergo a trial as part of verification | | | | | |
| 3.3 | Bidder to provide the following regarding the unit: | | | | | |
| 3.4 | Memory Capacity: minimum100 patients | | | | | |
| 3.5 | Approximate Dimensions: Companies to supply | | | | | |
| 3.6 | unit must have Bluetooth or other Wireless equivalent | | | | | |
| 3.7 | Unit must have USB/micro | | | | | |
| 3.8 | Operating conditions: HbA1c: 10-40°C, 30%-75% R.H | | | | | |
| 3.9 | Storage conditions : -20 °C ~ +55 °C (Meter); 2°C ~ 30°C (Strips) HbA1c: 4°C ~ 30°C | | | | | |
| 3.10 | Approximate weight: Company to supply | | | | | |
| 3.11 | The unit must be battery operated. Batteries Rechargable or long life. | | | | | |
| 3.12 | Accuracy: A minimum of 1 local correlation trials minimum)(Proof to be supplied for model of machine)Specificity and sensitivity should correlate with laboratory-based results. Bidder must be SAHPRA licensed for medical device | | | | | |
| 3.13 | The unit must be supplied with a carry case for protection. | | | | | |
| 3.14 | The meter must have a digital display which is visible under all lighting conditions | | | | | |
| 5 | **HBA1C** | | | | | |
| 5.1 | Sample size: 1-10 µL | | | | | |
| 5.2 | Reaction Time: max 7 minutes | | | | | |
| | The above units must be user selectable as per their preference | | | | | |
| 5.3 | With measurement range of ≤ 4.5 - >26 g/dl or/and 0 - 16 mmol/L | | | | | |
| 5.4 | Precision: CV < 5% | | | | | |
| 5.5 | Package: Pack of 50 | | | | | |
| 5.6 | **Standard Accessories and Conusmables** | | | | | |
| 5.7 | Battery | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Bluetooth, USB and/or other data transfer options | | | | | |
| 5.8 | Test Strips (Pk of 50) | | | | | |
| 5.9 | The unit on offer must be the latest technology. | | | | | |
| 5.11 | **Conformity Compliance** (Please attach certificate) | | | | | |
| 5.12 | The unit must comply with an acceptable international electrical safety standard such as IEC 61010-1 for medical equipment, attached certification | | | | | |
| 5.13 | OEM must comply and certified on ISO 13485 quality standards, attach proof of compliance | | | | | |
| 5.14 | Please provide unique ref number of the ISO 13485 ceriticate: | | | | | |
| 5.15 | Model quoted for must be EC certified. Attach a copy of certification | | | | | |
| 5.16 | Please provide unique ref number of the EC ceriticate: | | | | | |
| 5.17 | **General** | | | | | |
| 5.18 | Has the product on offer being on safety recall by the Regulatory Authority in the last 5 years? If yes, please provide further details of the recall and how was it addressed | | | | | |
| 5.19 | The unit on offer must be the latest technology. | | | | | |
| 5.20 | **Mandatory Accessories and Consumables** | | | | | |
| 5.21 | Battery | | | | | |
| 5.22 | Test Strips | | | | | |
| 5.23 | quality control Solutions | | | | | |
| 5.24 | Bidder to list any other Consumables or Accessories (Not listed above) | | | | | |

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| **Glucometer** | | | | | | |
|---|---|---|---|---|---|---|
| **Item No** | **Item Description** | **Item name** | **Unit Of Measure** | **Comply (Yes/No)** | **Details of Bid Offer (Provide your answers in this Colum. You are advised to be straight to the point)** | **Reference to Brochure / Technical Data Sheet (verification)** |
| 2 | **Product Offered:** | | | | | |
| 2,1 | Make: | | | | | |
| 2,2 | Model: | | | | | |
| 2,3 | Initial Manufacturing year of Model: | | | | | |
| 3 | **SPECIFICATIONS** | | | | | |
| | **Machine for testing glucose levels in blood** | | | | | |
| 3.1 | The unit offered must be robust, lightweight, compact and user friendly. | | | | | |
| 3.2 | Shorlisted units will undergo a trial as part of verification | | | | | |
| 3.3 | Bidder to provide the following regarding the unit: | | | | | |
| 3.4 | Memory Capacity: minimum100 patients | | | | | |
| 3.5 | Approximate Dimensions: Companies to supply | | | | | |
| 3.6 | Bluetooth, USB and/or other data transfer options | | | | | |
| 3.7 | Unit must have USB/micro? | | | | | |
| 3.8 | Operating conditions: Glucose: 5-45°C, 10%-90% R.H | | | | | |
| 3.9 | Storage conditions : -20 °C ~ +55 °C (Meter); 2°C ~ 32°C (Strips) | | | | | |
| 3.10 | Approximate weight: Bidders to supply | | | | | |
| 3.11 | The unit must be battery operated or rechargeable. | | | | | |
| 3.12 | Accuracy: A minimum of 1 local correlation trials minimum)(Proof to be supplied for model of machine)Specificity and sensitivity should correlate with laboratory-based results? | | | | | |
| 3.13 | The unit must be supplied with a carry case for protection. | | | | | |
| 3.14 | The meter must have a digital display which is visible under all lighting conditions | | | | | |
| 4 | **Glucose** | | | | | |
| 4.1 | Sample size: 05.µL - 0.8 µL | | | | | |
| 4.2 | Reaction Time: max 5 -10 seconds | | | | | |
| 4.3 | With measurement range of ≤ 4.5 - >26 g/dl or/and 0 - 16 mmol/L | | | | | |
| | Precision: CV < 5% | | | | | |
| 4.4 | Strips to be compatible with meter | | | | | |
| 5. | **Standard Accessories and Conusmables** | | | | | |
| 5.2 | Test Strips (pack of 50) | | | | | |
| | Bluetooth, USB and/or other data transfer options | | | | | |
| 5.3 | The unit on offer must be the latest technology. | | | | | |
| 6 | **Mandatory Accessories and Consumables (with the machine)** | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 6.1 | Long lasting Battery or rechargeable. | | | | | |
| 6.2 | Test Strips | | | | | |
| 6.3 | Lancets | | | | | |
| 6.4 | Automatic Lancing device | | | | | |
| 6.5 | Quality Control Solutions | | | | | |

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

**ANNEXURE A3: TENDER SPECIFICATION**
**GT/GDH/044/2025 - THE SUPPLY, DELIVERY, OF PHARMACEUTICAL ITEMS AND DIAGONISTIC AGENTS TO VARIOUS GAUTENG HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS**

| Cholesterol | | | | | |
|---|---|---|---|---|---|
| **Item No** | **Item Description** | **Unit Of Measure** | **Comply (Yes/No)** | **Details of Bid Offer (Provide your answers in this Colum. You are advised to be** | **Reference to Brochure / Technical Data Sheet (verification)** |
| 1 | **DESCRIPTION** | | | | |
| 1,1 | Testing machine For Cholesterol | | | | |
| 2 | **Product Offered:** | | | | |
| 2,1 | Make: | | | | |
| 2,2 | Model: | | | | |
| 2,3 | Initial Manufacturing year of Model: | | | | |
| 3 | **SPECIFICATIONS** | | | | |
| | **Machine for testing Cholesterol levels in blood** | | | | |
| 3.1 | The unit offered must be robust, lightweight, compact and user friendly. | | | | |
| 3.2 | The unit must be accurate. Shorlisted units will undergo a trial as part of evaluation. | | | | |
| 4 | **Bider to provide the following regarding the unit:** | | | | |
| 4.1 | Memory Capacity: minimum 100 patients (Data to be captured and uploaded) | | | | |
| 4.2 | Approximate Dimensions: Bidders to supply | | | | |
| 4.3 | Bluetooth, USB and/or other data transfer options | | | | |
| 4.4 | Unit must USB/micro | | | | |
| 4.5 | Operating Contitions: 8°C-45°C, 10%-90% R.H | | | | |
| 4.6 | Storage Conditions: -20 °C ~ +60 °C (Meter); 2°C ~ 30°C (Strips) | | | | |
| 4.7 | Approximate weight: Bidders to supply information | | | | |
| 4.8 | The unit must be rechargeable/long life battery operated. | | | | |
| 4.9 | Accuracy: A minimum of 1 local correlation trials minimum)(Proof to be supplied for model of machine) Specificity and sensitivity should correlate with laboratory-based results. Bidder must be SAHPRA licensed for medical device | | | | |
| 4.10 | The unit must be supplied with a carry case for protection. | | | | |
| 4.11 | The meter must have a digital display which is visible under all lighting conditions | | | | |
| 5 | **TOTAL CHOLESTEROL** | | | | |
| 5.1 | Sample size: 3.0 µL | | | | |
| 5.2 | Reaction Time: 60 seconds | | | | |
| 5.3 | Measurement Range: 100 ~ 400 mg/dL | | | | |
| 5.4 | Precision: CV < 7.5% | | | | |
| 5.5 | Package: Vial Pack 50 | | | | |
| 5.6 | Test strips to be compatible with multi-parameter machine | | | | |
| **6** | **Standard Accessories and Conusmables** | | | | |
| 6.1 | Rechargeable Battery or Long life | | | | |
| 6.2 | Test strips ( minimum Pk of 50) | | | | |
| | Bluetooth, USB and/or other data transfer options | | | | |
| 6.3 | The unit on offer must be the latest technology. | | | | |
| 7 | **General** | | | | |
| 7.1 | Has the product on offer being on safety recall by the Regulatory Authority in the last 5 years? If yes, please provide further details of the recall and how was it addressed | | | | |
| 7.2 | The unit on offer must be the latest technology. | | | | |
| 8 | **Mandatory accessories and consumables** | | | | |
| 8.1 | Rechargeable Battery or Long life | | | | |
| 8.2 | Test Strips | | | | |
| 8.3 | Quality control Solutions | | | | |
| 8.4 | Bidder to list any other Consumables or Accessories (Not listed above) for the model on offer | | | | |

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

**ANNEXURE A3 TENDER SPECIFICATION**
**GT/GDH/044/2025 -THE SUPPLY, DELIVERY, OF PHARMACEUTICAL ITEMS AND DIAGONISTIC AGENTS TO VARIOUS GAUTENG HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS**

| Multi Drug Sreen Test 6 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Item No** | **Material No.** | **Item name** | **Item Description** | **Unit Of Measure** | **Comply (Yes/No)** | **Details of Bid Offer (Provide your answers in this Colum. You are advised to be straight to the point)** | **Reference to Brochure / Technical Data Sheet (verification)** |
| 2 | **Product Offered:** | | | | | | |
| 2.1 | Make: | | | | | | |
| 2.2 | Model: | | | | | | |
| 2.3 | Initial Manufacturing year of Model: | | | | | | |
| 3 | **SPECIFICATIONS** | | | | | | |
| | **multi drug rapid screening test :Senstive rapid test for detection of drug metabolites in urine** | | | | | | |
| | Testing metabolites for: | | | | | | |
| 3.1 | Cocaine | | | | | | |
| 3.2 | Marijuana (THC) | | | | | | |
| 3.3 | Methamphetamine | | | | | | |
| 3.4 | Methylenedixymethamphetamine | | | | | | |
| 3.5 | Morphine/Opiate | | | | | | |
| 3.6 | Tramadol | | | | | | |
| 4. | Sample Type: Urine-based rapid test | | | | | | |
| 5. | Format: Cassette or Dip Card | | | | | | |
| 6. | Accuracy: ≥ 99% | | | | | | |
| 7. | Result Time: ≤ 5 minutes | | | | | | |
| 8. | Shelf Life: Minimum 18 months | | | | | | |
| 9. | Packaging: Individually packed | | | | | | |
| 10 | Storage: 2– 50°C | | | | | | |
| 11 | ISO Approved | | | | | | |
| 12 | High Sensitivity | | | | | | |
| 13 | SAHPRA approval | | | | | | |
| 14 | Training, Support, and After-Sales Service | | | | | | |
| 15 | Test strips ( Pk of 25)/ Cassette or Dip Card | | | | | | |
| 4 | **General** | | | | | | |
| 4.1 | Has the product on offer being on safety recall by the Regulatory Authority in the last 5 years? If yes, please provide further details of the recall and how was it addressed | | | | | | |
| 5 | **MANDATORY Accessories and Consumables (pricing to be made available for future procurement)** | | | | | | |
| 5.1 | Test Strips ( Pk of 25) | | | | | | |
| 5.2 | All POCT kits supplied must comply with the Quality Control (QC) standards | | | | | | |

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## Financial Statements



### 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

GAUTENG ETHICS & ANTICORRUPTION

# FIGHTING CORRUPTION, PROMOTING INTEGRITY

## 1. INTRODUCTION

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

## 2. OBJECTIVES

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

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

## 3. GOVERNANCE

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

## 4. ENVIRONMENT

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

## 5. PROTECTION OF INFORMATION

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

## 6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

| GAUTENG CITY REGION VALUES SYSTEM | |
|---|---|
| **CORE VALUES** | **ETHICAL VALUES** |
| Patriotism<br>Purposefulness<br>Team focused<br>Integrity<br>Accountability<br>Passionate<br>Activism | Integrity<br>Accountability<br>Dignity<br>Transparency<br>Respect<br>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.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

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

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

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

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

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

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

## 9. COMMITMENTS OF THE BIDDERS

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

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## 10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

## 11 CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## 12 LEGAL ACTIONS

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

## 13 VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## GPG INTEGRITY PACT FOR BUSINESSES

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

# Annexure A

# GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT
# July 2010

## NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance**

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

**security**

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

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

**14. Spare parts**

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

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

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

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

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

**15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

**22. Penalties**

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

**23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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