

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		Request for Proposal			Page 1 of 4					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME		
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GAUTENG DEPARTMENT OF HEALTH: GROUND FLOOR, 11 DIAGONAL STREET, NEWTOWN, JOHANNESBURG										

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
GAUTENG DEPARTMENT OF HEALTH: GROUND FLOOR, 11 DIAGONAL STREET, NEWTOWN, JOHANNESBURG
- 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.
- The GDH Tender Box is generally open 24 hours a day, 7 days a week.
- 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 RFP 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 RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

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



Provincial Supply Chain Management

Request for Proposal

Page 2 of 4

PART A INVITATION TO BID

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ 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.	



Provincial Supply Chain Management

Request for Proposal

Page 3 of 4

Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



Provincial Supply Chain Management

Request for Proposal

Page 4 of 4

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

This RFP 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

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) 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 RFP 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 RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP 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 forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price 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 RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (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 RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP 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 Pre-qualification 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 Pre-qualification 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 RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP 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



Provincial Supply Chain Management

Instructions to Bidders

Page 2 of 2

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 (refer to RFP 05 in this regard), 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 (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP 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.
24. In cases where the relevant Department or Institution advertising this RFP 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 RFP 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 RFP 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:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Department of Health and to reach the destination not later than the closing time and date;

OR

 - deposited in the tender box of the Gauteng Department of Health 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 RFP) – 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 REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Bid Commitment and Declaration of Interest	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 interest¹ in the enterprise, employed by the state?

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

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

Full Name	Identity Number	Name of State institution

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Bid Commitment and Declaration of Interest	Page 2 of 3

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

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

- 2.2.1 If so, furnish particulars:

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

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

- 2.3.1 If so, furnish particulars:

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

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.
 Filename: RFP4GPT (SBD4)

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Bid Commitment and Declaration of Interest	Page 3 of 3

3.5 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.

3.6 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 Bidder	

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Special Conditions	Page 1 of 3

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY “√”

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Special Conditions	Page 2 of 3

EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated

Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1); Pricing and Specific Goals(Stage 2) be placed in two separate sealed envelopes marked:

- Stage One–

- Stage Two–

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Special Conditions	Page 3 of 3

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

	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 supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

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

=====

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

ABBREVIATIONS

B-BBEE:	Broad-Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
GDoH:	Gauteng Department of Health
GDoHI:	Gauteng Department of Health Institutions
OHS	Occupational Health and Safety
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
QSE:	Qualifying Small Business
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
VAT:	Value-Added Tax
SARS:	South African Revenue Services
CSD:	Central Supplier Database
PPR:	Preferential Procurement Regulation, 2022
EME:	Exempted Micro Enterprises
NT:	National Treasury
POPIA:	Protection of Personal Information Act
MSDS:	Material Safety Data Sheet



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

1. THE PURPOSE

Supply and delivery of laundry chemicals to the Gauteng Department of Health Institutions for a period of three (3) years.

2. THE BACKGROUND

The Department Gauteng Department of Health has five laundries and one Cook Freeze. Two of these laundries are autonomous, that is, Masakhane and Dunswart laundries and they report directly to the Directorate Special Projects. The other three Laundries, Chris Hani Baragwanath, Johannesburg and Edenvale Laundries report to the CEOs of the hosting hospital.

The laundries provide health support services to fifty-two (52) Provincial Hospitals, one hundred and eighty-four (184) Clinics, and Emergency Medical Service. The daily demand for clean linen from health institutions is +/- 111 000 Pieces per day and this require a combination of detergents and laundry chemicals to wash and remove the stains and disinfection.

It is very critical that we provide clean linen to all health facilities and EMS for dignity and to ensure that all planned surgical and unplanned surgical procedures are conducted without any fail.

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 The General Conditions of Contract (GCC):

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

3.2 The Special Conditions of Contract (SCC):

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

3.3 Applicable documents

3.3.1. National standards

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

- SANS 1044:2016 (Ed. 3.03): Industrial Laundry Detergents
- SANS 296: 2020 (Ed. 5.03): Sodium Hypochlorite Solutions
- SABS 1828: 2017 (Ed.2.01): Cleaning Chemicals for use in the Food Industry



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

-
- CKS 1264:2012 (Ed. 1.00): Garbage Bin Liners
 - ISO 9001:2015 / SANS 9001:2015 "Requirement for Quality Management Systems"
 - SANS 10228:2012 (Ed. 6.00) The identification and classification of dangerous goods for transport by road and rail modes
 - SANS 10229-2:2010 (Ed.1 .01): Transport of dangerous goods – Packaging and large packaging for road and rail transport – Part 2: Large Packaging
 - SANS 10229-2:2010 (Ed.2 .00): Transport of dangerous goods – Packaging and large packaging for road and rail transport – Part 1: Packaging
 - SANS 11014:2010 Material Safety Data Sheet (MSDS) for chemical products – Part 1: Content and order of sections.
 - SANS 5779:2019 (Ed. 3. 02): Fluorescent whitening agent content of laundry detergents.
 - SANS 6081:2018 (Ed. 3. 01): Cleaning efficiency of low-foam laundry detergents.
 - SANS 6082: 2018 (Ed. 3. 01): Cleaning efficiency of high foam laundry detergents.
 - SANS 5806 :2006 ((Ed. 3 .00) Foam height of laundry detergents.
 - SABS 10228:2012 (Ed.6. 00)" The Identification and Classification of Dangerous Goods for transport by road and rail modes
 - SABS 10229:2010 (Ed.2. 00)" Transport of dangerous goods - Packaging and large packaging for road and rail transport Part 1: Packaging
 - ISO 1033:2020 (Ed. 3 .00) Requirements for a Hazard Analysis and Critical Control Point (HACCP) system

3.3.2. Other Acts

- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- Compensation of Injury Diseases Act 130 of 1993 as amended
- Unemployment Insurance Act 63 of 2001
- The Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended
- Protection of Personal Information Act, 2013 (Act No. 4 of 2013) as amended
- Preferential Procurement Regulations, 2022 Pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000)
- Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No.16 of 1963)
- The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- Agricultural Product Standards Act, 1990 (Act No. 119 of 1990)
- Foodstuffs, Cosmetics and Disinfectants Amendment Act, 1972 (Act 54 of 1972) as amended
- Trade and Metrology Act, 1973 (Act No. 77 of 1973)
- National Regulator for Compulsory Specifications Act (Act No. 5 of 2008), as amended through Legal Metrology Act (Act No. 9 of 2014)
- Constitution of the Republic of South Africa, 1996 (Act 108 of 1996), Section 217



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

Note: Should there be any newer version of any stated regulation or standard in this specification; the newer version shall be applicable in practice until further notice

4. PRODUCT REQUIREMENTS/SCOPE OF WORK

In the supply and delivery of this commodity, the tenderer must ensure that:

- Good products are supplied as indicated in this specification.
- Capacity and capability exist to supply products and quantities as indicated in the specification.
- Product supplied comply with all the relevant South African legislation.
- There is communication with the Gauteng Department of Health (GDoH) in advance and in writing should there be changes in the product information.
- The delivery schedule as stated by the GDoH Institutions shall be strictly adhered to.
- The GDoH expects a product of the obligatory quality to be supplied in all instances.

4.1. Laundry Products Required

Laundry Products will entail the following:

- Liquid laundry detergent
- Alkaline detergent
- Industrial softener
- Stain Remover
- Hydrogen Peroxide

4.2. Products Specification for Laundry Chemicals

- 4.2.1. The supplier shall adhere to the requirements set out in the price schedule (SBD3.1) with regard to:
- Chemical composition
 - Containers for required chemicals
 - Proper labelling (including supplier's name)
 - Any National Standards Required
- 4.2.2. The supplier shall ensure that any spillages during the delivery process, be it at the End users' premises or in any public area is handled per legal requirements as well as Health and Safety requirements.
- 4.2.3. Any deviation from this specification must be timeously communicated to GDoH that alternative arrangement can be made to resolve such deviation.
- 4.2.4. The deviation also includes but is not limited to requirements such as colour, viscosity and pH levels.
- 4.2.5. A Material Safety Data Sheet is a standard requirement and must accompany the first delivery of any chemical substance. GDoH may however request such documentation at any given time.
- 4.2.6. GDoH shall also perform random tests on chemicals supplied to verify that they conform to specification requirements, should the chemicals not conform to these specifications the bidder will be responsible for the fees incurred.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

4.2.7. Expiry dates on chemicals must be indicated boldly on the containers they are delivered in.

4.3. The supplier expectations in the provision of laundry chemicals:

4.3.1. The supplier must:

- Provide dosing system to the relevant facilities.
- Provide training to facilities on the operation of the dosing system.
- Provide technical assistance as and when required by the facility.
- Supply swatch report to the laundries when necessary.
- Take responsibility for cleaning should there be spillages during the installation and servicing of pumps.
- Replace any unit of the dosing system as and when required.
- Clearly mark all dosing pumps in accordance with the detergent.
- Clearly mark all packaging containing detergents.
- Ensure that all detergents must be non-volatile and stable on storage for at least three (3) months.
- Communicate and advise on the recommended dilution.
- Provide laundry detergent that are free of fragrance and dyes, which may irritate sensitive skin.
- Must ensure that detergents do not lump/solidify into hard lumps or cause corrosion to the laundry equipment.
- Must ensure that detergents are suitable for use on fabric that includes, but not limited to, the following: 100% cotton, 100% Acrylic and blankets without causing shrinkage or colour fading.

4.4. Technical Requirements for Laundry Chemicals

4.4.1. Types - Industrial laundry detergent must be one of the following types, as required:

a) Type 1: Detergent in the form of granules or of a powder that is homogeneous, free-flowing, free from visible impurities, and readily soluble in water.

- Stain remover, powdered, sodium perborate 30-40%, 20gk "Oxy" equal or better. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to a reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging, and storage.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

b) Type 2: Detergent in the form of an aqueous solution that is homogeneous and readily soluble in water.

- Detergent laundry, opaque yellow viscous liquid, "Detomatic L" equal or better, 1000l, 12.8-13.8 pH, sodium silicate 10 %, non- ionic surfactant 15%, sodium tripolyphosphate 15%, citrus odour, laundry detergent. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to a reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging, and storage.

c) Type 3: Hydrogen peroxide, industrial grade, clear colourless liquid, sharp pungent odour, shall consist of at least 10% hydrogen peroxide, it shall be completely safe on all fabric type, and shall not affect colours, for use as a laundry destainer and disinfectant, 1000l, container with vent cap, shall be environmentally friendly (100% biodegradable), each container shall be clearly marked with the following: name of the contents, quantity contained, name and address of the manufacturer, trade name of the product, if any, instructions for use, including recommended concentration. The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.

d) Type 4: Detergent in the form of an aqueous solution that is homogeneous and readily soluble in water and only for use in tunnel washers where the machine composition is strictly stainless steel.

- Alkali laundry booster, sodium polyacrylate, sodium hydroxide, sodium triphosphate, light yellow liquid, active alkalinity at ph 13.1-13.8, 1000l, for use in laundry operation with our liquid detergent to enhances performance, "Alkali LD" equal or better CKS 499:2013 The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.

e) Type 5: Softener fabric, liquid form, it shall be a free-flowing liquid. It shall be compounded from diethyl dialkyl ammonium chloride, it may also be used in the starch or sour bath, the recommended amount of softener shall be 1g/kg of dry clothing, (due to different water conditions, at various agencies, the used amount may have to be slightly increased or decreased, to obtain the desired softening results), the nongermicidal fabric softener, furnished to this specification, is intended for the use in the final rinse cycle of the washing operation, 1000l container, for use in institutional laundries, each container shall be clearly marked with the following, name of the contents, quantity contained, name and address of the manufacturer, trade name of the product, if any instructions for use, including recommended



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

concentration, it shall comply with the requirements of relevant American specification 505-47-01B. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.

4.4.2. General

- a) When stored or transported under normal conditions in the original container, type 1 and type 3 detergent shall not solidify into hard lumps and type 2 and type 4 detergent shall not separate or form a precipitate.
- b) The detergent shall be suitable for use in industrial laundering machines, shall not tarnish or corrode the metals used in the construction of these machines, and shall not cause adhesion between the sliding doors and their frames.

4.4.3. Odour

Industrial laundry detergent, both as received and when dissolved in hot water, shall not have an objectionable odour, and shall not develop an objectionable odour during 6 months' storage in its original container at ambient temperature.

4.4.4. Cleaning efficiency

The cleaning efficiency of industrial laundry detergent, expressed as a percentage of soil removal shall, when tested in accordance with clause 6.3 of SANS 1044:2012 shall be at least 95 % of that of the standard detergent.

4.4.5. Redeposition index

The redeposition index of industrial laundry detergent, determined in accordance with clause 6.4 of SANS 1044:2016, shall be at least 95 % of that of the standard detergent.

4.4.6. Fluorescent whitening agent content

Unless otherwise specified, industrial laundry detergent shall contain a fluorescent whitening agent. The intensity of the fluorescence on the cotton swatches washed with the industrial laundry detergent shall, when the detergent is tested in accordance with clause 6.5 of SANS 1044:2016 shall be at least equal to that of the swatches washed with the standard detergent.

4.4.7. Chemical damage to cotton fibres

When industrial laundry detergent is tested in accordance with clause 6.6 of SANS 1044:2016, any degradation of the cotton fibres shall not result in the fluidity of the fibres exceeding 160 Pa-1s-1.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

4.4.8. Water-insoluble matter content

The water-insoluble matter content of industrial laundry detergent shall, when tested in accordance with clause 6.7 of SANS 1044:2016, not exceed a mass fraction of 1,0 %.

4.4.9. pH value

When tested in accordance with clause 6.8 of SANS 1044:2016, the pH value of types 1 to 3 (inclusive) industrial laundry detergent shall be not lower than 10,5 and not higher than 12,5 and the pH value of type 4 shall be not lower than 10,5.

4.4.10. Foaming properties

The foam height of industrial laundry detergent shall, when tested in accordance with clause 6.9 of SANS 1044:2016 should not exceed 50 mm.

4.4.11. Corrosiveness to corrosion-resistant steel

When industrial laundry detergent is tested in accordance with clause 6.10 of SANS 1044:2016, any loss in mass of a corrosion-resistant steel test strip that complies with the requirements for type S30415 of ASTM A240/A 240M shall not exceed 0,05 mg/100 mm² of surface area of the test strip, and the test strip shall show no evidence of pitting, etching or discoloration.

4.4.12. Corrosiveness to aluminium

When industrial laundry detergent (with the exception of type 4) is tested in accordance with clause 6.11 of SANS 1044:2016, aluminium test strips that comply with the requirements for EN AW 1050A of EN 573-3 shall show no evidence of pitting, etching or discoloration. Slight dulling of the surfaces of the test strips is permissible.

4.4.13. Chloride content

When industrial laundry detergent is tested in accordance with clause 6.12 of SANS 1044:2016, the chloride content (expressed as sodium chloride) shall not exceed a mass fraction of 2,0 %.

4.4.14. Viscosity at 25 °C

When determined in accordance with clause 6.13 of SANS 1044:2016, the viscosity of a type 2 and a type 4 industrial laundry detergent at 25 °C, shall be not more than 1 650 mPas.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

4.4.15. Freeze-thaw stability

When tested in accordance with clause 6.14 of SANS 1044:2016, a type 2 and a type 4 industrial laundry detergent shall not thicken or gel and shall remain homogeneous.

4.4.16. Stability

When tested in accordance with clause 6.15 of SANS 1044:2016, type 2 and type 4 industrial laundry detergent shall not thicken or gel and shall remain homogeneous.

4.4.17. Sampling and compliance with the standard

- a) Samples shall be tested according to clause 6 of SANS 1044:2016 Standard which is attainable from the South African Bureau of Standards offices. Attaining of such standards will be for the account of the bidder.
- b) A test report not older than 6 months that proves that offered products complies with the requirement of the said standard may be requested by the department from the bidder at any given time for contractual purposes. None compliance by the bidder will invalidate the bid.

4.4.18. Packing and Marking

4.4.18.1 Packing

Industrial laundry detergent shall be so packed as to prevent leakage or contamination (or both) of the product. It shall be packed in containers that are strong enough to withstand normal handling and transportation. These containers may then be packed in bulk packages. Only material from the same batch shall be packed in a container and, when relevant, in a bulk package.

4.4.18.2 Marking

Each container and bulk package shall bear (in prominent, legible and indelible marking) the following information and any additional information required in terms of the relevant national regulations and statutory requirements (see foreword on SANS 1044:2012):

- a) The manufacturer's trade name or trademark or both;
- b) Words indicating that the product is an industrial laundry detergent;
- c) The type;
- d) The batch identification;
- e) The mass of the contents;
- f) In the case of bulk packages, the number of containers; and



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

- g) Any additional information required in terms of the relevant national authority (see foreword on SANS 1044:2012).

4.4.18.3 Alkaline detergent for Laundry Chemicals

- Low foaming and containing alkali boosting compound
- Non- corrosive and non- caustic detergent suitable for use in hard or soft water.

4.4.18.4 Industrial Softeners for Laundry Chemicals

- Concentrated fabric softener suitable for use in all washing machines
- Low foaming and easy to rinse
- Neutralises, conditions and contains a lingering perfume for pleasant result
- Fabric softening agents impart softness and control static electricity in fabrics

4.4.18.5 Industrial Liquid bleach for Laundry Chemicals

- A viscous liquid with strong oxidizing properties used to whiten fabric
- 40% Hydrogen peroxide for removal of stains such as blood
- To be used in tunnel washers and in industrial laundering machines

4.4.18.6 Specification Requirements for Sodium Hypochlorite

General

Sodium hypochlorite solutions shall be one of the following nominal concentrations, as required:

- a) 15 % (m/v) for industrial use;
- b) 5 % (m/v) for domestic use; or
- c) 3,5 % (m/v) for domestic use.

NOTE) The unit "% (m/v)" used in this [to designate the chlorine content of hypochlorite solutions does not conform to ISO practice but is still firmly established in industry. Thus, a concentration of "15 % (m/v)" should be read as meaning "150 g/R ", a technically correct way of expressing concentrations.

4.4.18.7 Sodium hypochlorite solution for industrial use

General

The solution shall be a clear liquid free from suspended or particulate matter and shall be mixable in all proportions with distilled water.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

4.4.18.8 Sodium hypochlorite solution for domestic use

General

When so required, the solution shall contain laundry blue. The laundry blue may settle on standing but shall disperse completely in the solution when the solution, in the original container is shaken for 30 seconds. The solution shall be a clear liquid and shall be free from sediment and suspended matter other than any required laundry blue. A solution shall be considered to be clear if any salts that have crystalized from the solution dissolve completely when the solution is mixed with twice its volume of distilled water.

4.4.19. Packing and Marking

4.4.19.1 Packing

Sodium hypochlorite solutions shall (except when delivered in tankers) be packed in containers that comply with the relevant requirements of SABS SANS 10228:2012 and SANS 10229:2019. Only solution from the same batch shall be packed in the same container and, when relevant, in the same pack.

4.4.19.2 Marking

Each container (other than a tanker) shall bear the following information in prominent, legible and indelible marking:

- a) The manufacturer's name or trademark or both;
- b) The words "SODIUM HYPOCHLORITE";
- c) The nominal available chlorine content;
- d) The batch identification (which may be given in code);
- e) The net volume of the contents;
- f) The words "STORE IN A COOL PLACE AND NOT IN DIRECT SUNLIGHT; Avoid contact with aluminium, zinc, tin and their alloys and DO NOT mix with acid) In the case of a sodium hypochlorite solution for industrial use, the date of manufacture, and the necessary caution labelling, "CORROSIVE") In the case of individual containers of sodium hypochlorite solutions for domestic use, the following additional information:
 - i. The instructions for use; and
 - ii. The words "DO NOT USE ON WOOL, SILK, RAYON AND LEATHER", and (**NOTE**) Sodium hypochlorite may have a deleterious effect on certain resin-treated materials, such as crease-resistant, drip-dry, embossed and glazed fabrics. Coloured fabrics will lose their colour if their dyes are not colourfast to hypochlorite's.
 - iii Any additional information required in terms of the regulations promulgated under the Foodstuffs, Cosmetics And Disinfectants Act, 1972 (Act No. 54 Of 1972) As Amended, under the Trade Metrology Act, 1973 (Act 77 of 1973) and the Legal Metrology Act, 2014 (Act No. 9 of 2014), and by the local transportation authority.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

4.4.19.3 Inspection and methods of test for Laundry Chemicals

Samples shall be tested per SANS 296: 2020: Sodium Hypochlorite Solutions.

- a) Which is attainable from the South African Bureau of Standards offices. Attaining of such standards will be for the account of the bidder.
- b) A test report not older than 6 months that proves that offered products complies with the requirement of the said standard may be requested by the department from the bidder at any given time for contractual purposes.

5. PROJECT MANAGEMENT

- The service provider must have in the employment a dedicated person who will oversee and take full responsibility for managing and ensuring effective administration of the project.
- The dedicated person is expected to set up a team that will be responsible for order processing and customer communication, attend to customer complaints, compile reports and give recommendations where necessary.
- The dedicated person must ensure that product delivery to the department (End-user) is according to the schedule with specified dates of delivery. Any deviations should be communicated to the End-user in advance.

6. SCHEDULE CONSTRAINTS

Delivery shall be mutually agreed between service provider and the institutions concerned. The schedule may include weekends and holidays which must be considered by the tenderer to prevent unnecessary delays or non-deliveries.

All schedules provided are to be strictly adhered to and any anticipated deviations from the delivery schedule must be communicated to the GDOH institutions in advance.

Banned and Restricted Substances in the Republic of South Africa

- **Aldrin** (HHDN Withdrawn in 1992)
- **Arsenic** - All uses of any inorganic arsenic containing compound on plant material (except on citrus) were banned in 1983. In 1983 it was also totally prohibited as a stock remedy.
- **Atrazine** - Withdrawn from use on heavy clay soils (Springbok Flats) in 1977. The industrial use withdrawn on 31 March 1995.
- **Azinphos-ethyl** - Withdrawn as an agricultural remedy in 1997.
- **BHC** (mixture of various isomers) - Banned in 1983.
- **Binapacryl** - All registrations expired in 1988.
- **Camphechlor** (CLC) - Withdrawn as an agricultural remedy in 1970 and as a stock remedy in 1985.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

- **Chlordane** - In 1993 use restricted to stem treatment of citrus and vineyards and the treatment of structures by pest control operators. Withdrawn as an agricultural remedy in 2000. Chlordane. Banned in 2005.
- **Chlordimeform** - Withdrawn as an agricultural remedy in 1978.
- **Chlorobenzilate** - Withdrawn as an agricultural remedy in 1978.
- **2,4-D (dimethylamine salt)** - In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.
- **2,4-D Esters** - In 1980 it was withdrawn from all agricultural uses in the Western Cape and prohibited in 1991 in Natal (KwaZulu Natal).
- **2,4-DB (sodium salt)** - In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.
- **Dicamba** - In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.
- **DDT** - Banned in 1983 except for the control of malaria by the Government.
- **Dibromochloropropane** - Withdrawn in 1984.
- **Dieldrin** - Banned in 1983.
- **Dinoseb** - All registrations as an agricultural remedy expired in March 1995.
- **DNOC** - Withdrawn as an agricultural remedy in 2001.
- **Endosulfan** - Registration on fodder crops was suspended in 1970.
- **Endrin (Nendrin)** - Withdrawn in 1980.
- **Gamma-BHC (lindane)** - All stock remedy registrations were withdrawn in 1971.
- **Heptachlor** - Registration was withdrawn in 1976.
- **Kepone** - In 1971 a decision was taken not to allow this product in South Africa.
- **Leptophos** - Registration was suspended in 1980.
- **MCPA (dimethylamine salt)** - In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camper down, Pietermaritzburg and Richmond.
- **MCPA (potassium salt)** - In 1991 aerial application in Natal was banned.
- **MCPB (sodium salt)** - In 1991 aerial application in Natal was banned.
- **Mercury compounds** - It was withdrawn from all agricultural uses in 1974. In 1983 the use of all mercury compounds on seed, bulbs, tubers, stems or any other plant material was banned.
- **Methyl bromide** - All small packages (680 g) were withdrawn in December 1995.
- **Monocrotophos**. The use as leaf application on citrus, cutworm control in carrots and use on tomatoes were withdrawn in 1997. On 25 February 2005, all products containing monocrotophos approved by the Registrar was banned.
- **Nicotine** - It was withdrawn from use as a stock remedy in 1971.
- **Parathion** - Only certain uses allowed from June 1993.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

- **Phosphorus containing formulations** - In 1979 all formulations containing phosphorus were withdrawn.
- **Propham** - Withdrawn as an agricultural remedy in 1997.
- **2, 4, 5-T** - All registrations expired in 1989.
- **Triclopyr** - In 1991 aerial application in Natal was banned.
- **TDE**- Withdrawn as an agricultural remedy in 1970.

7. STAKEHOLDERS

Gauteng Department of Health
Gauteng department of Health Institutions

8. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	Section 1: All the documents included in Section 1 must be read, completed, signed where applicable, and submitted. a) Bidders must comply with clause no 9 for entities split per District, If a bidder does not tick a preferred District/s they are bidding for, the bidder will be disqualified b) Fully completed and signed SBD 1: Invitation to Bid c) Fully completed and signed SBD 4: Bidders' Disclosure d) Quality Standards Valid and accredited ISO 9001:2015 Requirements for Quality Management Systems or ISO 10330:2020 for Hazard Analysis and Critical Control Point system (HACCP). If bidder is the manufacturer, the bidder must submit copy of the valid certificate/s or if a bidder is not a manufacturer, the bidder must submit a commitment letter indicating the compliance with the required ISO standards or copy of certificate/s from the manufacturer. e) Bidders who are sourcing the products from another company, should submit valid letter/s of commitment (indicating that all identified products are available) from one or more Principal Company(s) formalising the agreement for supply (Letter must be on a letterhead of the principal company and signed by the delegated authority). The letter must indicate the responsibilities and accountabilities of the supplier and the manufacturers.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

Part of Bid Submission	Required documents
	f) If the bidder is a source of supply (not sourcing products from another company), a confirmation letter stating that the products will be distributed from its own facility, should be attached. g) Bidders who are sourcing a closed-up / covered/insulated (van/bakkie/truck) transport from another company must have a letter of commitment from the Principal Company formalizing the transportation agreement and that should be included in the letter of commitment. (Letter must be signed by delegated authority). OR Bidders that have their own closed up / covered/insulated transport (van/bakkie/truck) suitable to transport the goods as per product category: Copy of a Certificate of Registration in respect of Motor Vehicle (RC1) as per National Road Traffic Act No. 64 of 1996 (as amended) must be attached). h) Submission of a valid signed Joint venture agreement or consortia agreement in case of joint venture/consortium. (Only applicable to joint venture/consortium bidders) Other required documents: a) Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. 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. b) Copy of Central Supplier Database (CSD) Registration Summary Report Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number). c) Independently reviewed and signed Annual Financial Statements for the last two financial years are required. d) In a case of a new or a dormant entity, a signed letter from the bidder's accountant/director must be submitted as evidence indicating such.
Part 2	All the supporting documents and proof required for the Functional Evaluation: Bidders must submit required documents as per Tables 3, 4 & 5



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

Part of Bid Submission	Required documents
Part 3	Section 2: Financial Proposal of the tender. Bidders must submit the following - Fully completed and signed SBD 3.1 and Annexure B for the pricing schedule - Fully completed and signed SBD 6.1 for the Preference Points claim form in terms of PPR 2022 and - Bidder must submit certified copy of a valid lease agreement or Municipal bill or a valid copy of title deed in their name.

9. GAUTENG DEPARTMENT OF HEALTH's LAUNDRIES

For the purpose of this tender the province has been divided into six (6) **LAUNDRIES** where the service is required. Bidders **must select the Laundry District they are bidding for**, if a bidder does not select the **Laundry District they are bidding for**, the bidder will be **disqualified**.

Table 2: Gauteng Department of Health Institutions/Laundries

LAUNDRIES	BIDDER MUST SELECT PREFERRED LAUNDRY DISTRICT BELOW
Edenvale Laundry	
JHB Provincial Laundry	
Chris Hani Provincial Laundry	
Dunswart Provincial Laundry	
Masakhane Provincial Laundry	
Masakhane Cook-Freeze Factory	



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

10. EVALUATION METHODOLOGY

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

Stage 1A Mandatory Administrative Compliance Evaluation

Stage 1B Functionality Evaluation

Stage 1C Site Visit Evaluation

Stage 1D: Site Visit (Source Of Supply) Evaluation

Stage 2: Price and Specific Goals:

An 80/20 preference point system, which is applicable to bids with a Rand value below R 50 million (with all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 for specific goals or 90/10 preference point system, which is applicable to bids with a Rand value above R 50 million and more (with all applicable taxes included), shall be applied, where a maximum of 90 points will be allocated for price and maximum of 10 for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations of 2022 and the Gauteng Department of Health Preferential Procurement Policy of 2022

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

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

Table 3: Mandatory Administration Compliance

Item No.	Returnable Requirements (Documents)	Submitted (Yes/No)
1.	Bidders must comply with clause no 9 for entities split per District , If a bidder does not select a preferred District/s they are bidding for, the bidder will be disqualified. (Bidder to submit completed terms of reference of this tender as proof)	
2.	Fully completed and signed SBD 1: Invitation to Bid	
3.	Fully completed and signed SBD 4: Bidders' Disclosure	
4.	Fully completed and signed SBD 3.1 and Annexure B	
5.	<u>Quality Standards</u> a. Valid and accredited ISO 9001:2015 for Quality Management Systems or ISO 10330: 2020 for Hazard Analysis Critical Control Point system (HACCP).	



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

	If bidder is the manufacturer, the bidder must submit copy of the valid certificate/s or if a bidder is not a manufacturer, the bidder must submit a commitment letter indicating the compliance with the required ISO standards or copy of certificate/s from the manufacturer.	
6.	Bidders who are sourcing the products from another company, should submit valid letter/s of commitment (indicating that all identified products are available) from one or more Principal Company(s) formalising the agreement for supply (Letter must be on a letterhead of the principal company and signed by the delegated authority). The letter must indicate the responsibilities and accountabilities of the supplier and the manufacturers.	
7.	If the bidder is a source of supply (not sourcing products from another company), a confirmation letter stating that the products will be distributed from its own facility , should be attached.	
8.	Bidders who are sourcing a closed-up / covered/insulated (van/bakkie/truck) transport from another company must have a letter of commitment from the Principal Company formalizing the transportation agreement and that should be included in the letter of commitment. (Letter on the letterhead signed by delegated authority from the principal company must be submitted). OR Bidders that have their own closed up / covered/insulated transport (van/bakkie/truck) suitable to transport the goods as per product category: Copy of a Certificate of Registration in respect of Motor Vehicle (RC1) as per National Road Traffic Act No. 64 of 1996 as amended (must be attached) NB: (The information regarding the availability of transport will be verified on the site visit as per the letter of agreement, should the transport not be found or does not meet the requirement the bidder will be eliminated).	
9.	Submission of a valid signed Joint venture agreement or consortia agreement in case of joint venture/consortium. (only applicable to joint venture/consortium bidders)	

Note: Bidders that do not comply with the above-mentioned mandatory requirements shall be eliminated.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

STAGE 1B: FUNCTIONALITY EVALUATION

STAGE 1B: Functionality Evaluation (20 points)

- A total of 20 points is allocated for stage 1B and threshold = 12 points
- This information will be used for evaluation prior to price and preference points evaluation.

Suppliers are requested to include with all the tender document all the information requested below:

Table 4: Functionality Evaluation

Criterion	Comment	Points
Selection Criteria	Bidder to submit a policy or procedure manual used to select a supplier of choice regarding detergents products to ensure that the product/s conform to specification requirements. • No selection criteria provided (0) • Good manufacturing policy/ procedure manual indicating: ✓ Good practices in production areas (sampling, materials receipt, training, packaging) (2), ✓ Storage conditions (stock rotation principles, materials segregation, palliating) (3), ✓ Quality control (rejects/reprocessed/reworked materials, calibration, product testing) (3), ✓ Product specification (COA, MSDS, compliance to statutory laws and regulations) (2) NB: Bidder will forfeit points for failure to meet all the requirements as required per line item.	10
Order Processing	Provide a comprehensive ordering process with reference to the points below: • No information provided. (0) • Order received by fax/e-mail or fax to e-mail or internet platform (2) • Acknowledge the order (1) • Prepare the order (1) • Verify with the customer and confirm delivery date (2) • Generate and produce proof of delivery (1) • Invoicing of goods delivered (1)	8
	Lead time for emergency orders from receipt of purchase order to delivery of goods and services • 3 days and more AND no emergency lead time provided (0) • 2 days (1) • 1 day (2)	2
TOTAL POINTS = 20; (Bidders scoring less than 12 points on the functionality will not be considered for further evaluation)		



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

STAGE 1C: SITE VISIT (OFFICE) EVALUATION

- **A total of 36 points is allocated for stage 1C and the threshold = 22 points**
- **TRANSPORTATION:** The information regarding the availability of transport will be verified on-site visit.
- **If the bidder is not a manufacturer and yet will be transporting the goods using their own company vehicle, then the vehicle must conform to the above-stated statutory laws and regulations for the transportation of laundry chemicals.**

NB: SHOULD THE TRANSPORT NOT BE FOUND ON SITE, OR DOES NOT MEET THE REQUIREMENTS, THE BIDDER WILL BE ELIMINATED.

Table 5: Office Site Visit Evaluation

OFFICE		
Criterion	Comments	Points
Human Resource Management	Staff compliment: • No information on staff provided (0) • No staff, but have a database/CVs of people ready for employment (2) or • Have staff including their job description in place and contract of employment signed by employer and employee (4) • Valid UIF registration for permanent employees (1)	5
	Does the organization have staff that is competent to do the work based on training and experience? • No evidence of training records (0) • No staff but they have a training plan on how they intend to induct/train new staff or more than 50% of the existing staff have less than 12 months experience. (1) or • Certificates, attendance register or training manual for internal training on either of (customer care, complaints handling, Identification and traceability or ordering process) (3) and, • More than 50% of existing staff have experience (12 months and more, before or on the closing date of the bid) (3)	6
Identification and Traceability	Products should be traceable and identifiable back to the manufacturer • No traceability and identification system in place (0) • An SOP or System that explains of how product will be identified and traced (1) • Identification and traceability policy (2)	6



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

	• Previous or Current purchase order (order number, product description, quantity, delivery date) (1) • Delivery note /invoice from the manufacturer (batch number, order number, product description, quantity) (2)	
Transportation	Transportation inspection records for cleanliness before stock loading. • No documented records for inspection of transportation (0) • Transportation is inspected for cleanliness before stock loading and the register is available as proof (2)	2
Receiving and dispatch	Receiving and dispatch of products process: Receiving: • No records for receiving of products from approved suppliers (0) • Standard Operating Procedure (SOP) for product receiving in place (1) • Check products (packaging for any damages & expiry dates) against the received-purchase order documents and signed for acceptance of the stock (all of the above should be available) (2) Dispatch: • No records for dispatch of products (0) • Standard Operating Procedure (SOP) for product receiving in place (1) • Order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed and stock is loaded and dispatched) (all of the above should be available) (2) • First-in-First-Out principle demonstrated with reference to dispatch documentation (1)	7
Customer Service	Effective means of communicating with the end user (Order handling, amendments or any enquiries) • No Means of communication (0) • Landline/ cellular phone/ Facsimile/fax to e-mail/ internet and e-mail available (2)	2



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

	Measures in place to ensure customer satisfaction is met - No customer satisfaction measure in place (0) - Explanation on how customer satisfaction will be implemented (monthly or weekly meetings or customer survey questionnaire) (1) - Meeting attendance with the customer and records of minutes including attendance register must be presented as proof (1) - Records of regular customer survey questionnaire completed, signed and stamped by the customer (2)	4
	Customer complaints procedures should be available and documented. Has the organization developed & implemented a corrective & preventative action procedure? - No documents for customer complaint handling in place (0) - Explanation on how the customer complaints will be handled including turnaround time (1) - Customer complaints procedure/policy (1) - Documented proof of corrective action and preventative action request form (1) - Proof of completed and documented customer complaint with corrective action including preventative action (1)	4
Total Points = 36 and Minimum Threshold Points = 22 (Bidders who score less than 22 points during site visit (Office) will not be considered for further evaluation) NOTE: Documented proof of the above must be submitted by the supplier upon request by the GDoH.		



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

STAGE 1D: SITE VISIT (SOURCE OF SUPPLY) EVALUATION

- A total of 57 points is allocated for stage 1D and the threshold = 34 points
- Availability of all products required as per specification will be verified during the site visit: Laundry Chemicals.

Table 6: Source of Supply Site Visit Evaluation

SOURCE OF SUPPLY		
Criterion	Comments	Points
Human Resource Management	Are staff competent to do the work on the basis of education, and training in handling of cleaning detergents/chemicals? • No documented records of training in place (0) • Standard operating procedure (SOP) (1) • Yearly training schedule/plan in place (1) • Attendance register/s available and (1) • Certificates or assessment records available (1)	4
Health and Safety	Are employees wearing personal protective clothing, and is Health and Safety a priority within the organization • No personnel protective clothing (PPE) worn by all staff working with detergent/laundry chemicals (0) • All Personnel protective clothing (PPE) should be available and worn by all staff working in the process: (gloves, disposable caps, sleeve protectors, jackets, aprons and footwear must be clean and in good condition) (2) • Trained first aiders in the organisation (2) • The manufacturer has a health and safety committee (2) • There are frequent OHS meetings that are held and minutes are available (2)	8
Housekeeping	Organization should have a Pest Control Programme in place. • No pest control programme in place (0) • Documented Standard Operating Procedure in place (1) • Registered pest control contractor & COIDA certificate (all information should be available on the hard copy file), Method of application & frequency, Pesticides used should be approved & Material Safety Data Sheets (MSDS), map of baiting station (all the above should be available) (2)	5



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

	Valid certificates of pest controllers registered from Department of Agriculture, monthly service records, and corrective action where necessary (all the above should be available) (2)	
	Organization should have Cleaning Programme in place. - No cleaning programme in place (0) - Documented Standard Operating Procedure (SOP) /cleaning programme (Method of cleaning & cleaning frequency, equipment used, chemicals used and MSDS should be all documented (1) - Daily/ weekly cleaning checklist available (2)	3
	Factory (overall cleanliness) should be up to standard and acceptable - Factory is kept in an untidy and unacceptable condition (0) - Overall cleanliness of the Factory regarding the SOP cleaning programme and daily/weekly checklist available (4)	4
Transportation	Transportation inspection records for cleanliness before stock loading. - No documented records for inspection of transportation (0) - Transportation is inspected for cleanliness before stock loading and signed register is available as proof (2)	2
Receiving and dispatch	Receiving and dispatch of products process: Receiving: - No records for receiving of products from approved suppliers (0) - Standard Operating Procedure (SOP) for product receiving in place (1) - Check products (packaging for any damages & expiry dates) against the received-purchase order documents and signed for acceptance of the stock (all of the above should be available) (2) Dispatch: - No records for dispatch of products (0) - Standard Operating Procedure (SOP) for dispatch in place (1)	7



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

	- Order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed and stock is loaded and dispatched) (all of the above should be available) (2) - First-in-First-Out principle demonstrated regarding dispatch documentation (1)	
Equipment	Is the equipment calibrated & maintained? - No records of calibration available (0) - Daily internal use of weights: a register must be available (2) - Yearly calibration from an approved external service provider: a valid calibration certificate must be in place including calibration schedule (2)	4
Storage and Handling	All products should be stored and handled as per standards - No programme for storage in place (0) - No records of chemicals in place (0) - Documented SOP for the storage and handling of hazardous, poisonous, corrosive, oxidative, irritant, flammable chemical substances, powders and liquids in place (all the above should be available) (4) - System in place for segregation of chemicals (2)	6
Packaging and Labelling	All products should be packed and labelled as per standards. - No packaging and labelling policy in place (0) - Packaging and labelling policy in place (1) - Name and address of the manufacturer, name of the product, special storage conditions, class designation, production date, best before date/use by date/sell by date, weight and batch identification in place, (Clear labelling) (all the above should be available) (2) - Packaging and labelling must indicate hazardous, poisonous, corrosive and flammable information (2)	5
Stock Control and Monitoring	Stock control and monitoring system should be in place - No stock control and monitoring system (0) - Availability of sample stock (1) - Functioning order point signal for replenishment (1) - FIFO system in place (better / similar) (2) - System to track orders, sales, and deliveries (1)	5



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

Storage Conditions	Are the goods (raw material, work-in-progress and finished products) stored under correct environmental conditions? - No environmental storage records in place (0) - Records of storage temperature for Raw materials, work-in-process, and finished products must be kept and available (2) - All products must be stored on pallets & labelled (2)	4
TOTAL POINTS = 57 and Minimum threshold points = 34 (Bidders scoring less than 34 points during site visit (Source of supply) will not be considered for further evaluation) NOTE: Documented proof of the above must be submitted by the supplier upon request by the GDOH		

STAGE 2: PRICE AND SPECIFIC GOALS EVALUATION

Only bidders who have complied with all the previous stages (Stage 1A, 1B, 1C, and 1D) of evaluation will be considered for the Price and Specific Goals evaluation.

An 80/20 preference point system, which is applicable to bids with a Rand value below R 50 million (with all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 for specific goals or 90/10 preference point system, which is applicable to bids with a Rand value above R 50 million and more (with all applicable taxes included), shall be applied, where a maximum of 90 points will be allocated for price and maximum of 10 for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations of 2022 and the Gauteng Department of Health Preferential Procurement Policy of 2022.

Bidders are referred to SBD 3.1 and Annexure B for the pricing schedule and SBD 6.1 for the Preference Points claim form in terms of PPR 2022.

Table 7. The maximum points for this tender are allocated as follows:

PRICE AND SPECIFIC GOAL REQUIREMENTS	DOCUMENTARY PROOF REQUIRED	POINTS FOR 90/10	POINTS FOR 80/20
POINTS FOR PRICE	SBD 3.1 and Annexure B (Pricing Schedule)	90	80
POINTS FOR SPECIFIC GOAL 1). Promotion of enterprise/s / companies located in Gauteng Province	Bidder must submit certified copy of a valid lease agreement or Municipal bill or a valid copy of title deed in their name	10	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS		100	100



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

Failure by the bidder not to submit documentation proof required in terms of this tender as stated in Table 7, will forfeit preference points for specific goals.

11. SPECIAL CONDITIONS

11.1 Copyright

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

11.2 Disclaimer

- a. The information generated by the Bid Specification Committee must be regarded as a guideline to the requirement.
- b. The quantities are subject to change therefore only estimations are indicated.

11.3 Payment Terms

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

11.4 Cleaning And Clearing

All environments are to be left clean and tidy during and after work completion.

11.5 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.

11.6 General

- a. Bidders must provide all the information requested in the Terms of Reference and as specified in the Special Conditions.
- b. The Department reserves the right to procure its requirements elsewhere outside of the contract should the service be urgently required and not immediately available or in emergency situations.
- c. The department reserves the right to arrange contracts with more than one service provider.
- d. During the implementation of the panel, the appointment may be awarded to a tenderer that did not score the highest points in accordance with section 2 (1) (f) of the PPPFA Act 5 of 2000.
- e. The duration of the contract is for a period of 3 years from the date of appointment.
- f. During the implementation of the panel, the department will ensure further compliance with the preferential procurement regulations of 2022 to ensure that the township economy is enhanced.
- g. Bidders will be required to provide proof of the following letters of good standing prior to the appointment to the project;



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

-
- Letter of good standing for Unemployment Insurance Fund (UIF)
 - Letter of good standing for Compensation for Occupational Injuries and Diseases Act (COIDA)

11.7 Request For Clarifications

Request for clarification of the tender documents, if necessary, by notifying the department at least five (5) working days before the closing time stated in the tender document.

11.8 Non-Compulsory briefing session

Bidders may attend a non-compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date.

NB: Bidders will not be disqualified for not attending the non-compulsory briefing session.

11.9 The Conditions of The Bid Award

- a) The Gauteng Department of Health reserves the right not to award or cancel the bid.
- b) The Gauteng Department of Health reserves the right to make multiple bid awards to address product availability.
- c) The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted range.
- d) The Gauteng Department of Health will award the contract to service providers that are Tax compliant.
- e) Registration on the National Treasury Central Supplier Database. All contracted suppliers must ensure that they are registered with National Treasury Database before tendering.
- f) The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- g) The Gauteng Department of Health is intending to appoint one service provider per district, however we reserve the right to award one bidder to more than one district should there be no qualifying bidder in a specific district.

11.10 Penalties

In the event of non-performance or failure to perform in accordance with the tender agreement, penalties shall be invoked by the principal and be deducted from the payment due to the Service Provider. Failure to deliver as per the delivery schedule will result in penalties being levied against the service provider.

11.11 Cession

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

11.12 Use Of Fluid/Tape Correcting Substances

Bidders are strictly prohibited from the use of any fluid / tape-correcting substances, failure to adhere to this will invalidate their bid and result in a disqualification of their bid proposal.

11.13 Travel

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder. Prices quoted must be furnished based on "rendered on-site" at the Gauteng Department of Health Central Office.

11.14 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.

11.15 Fronting

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

11.16 Contract Period

The contract shall be for a period of three years.

11.17 Validity Period

The estimated validity period for this tender shall be 90 days starting a day after the closing date of the advert.

11.18 Service Level Agreement (SLA)

- a. The department will sign a Service Level Agreement template with the contractor, contractor's finance house, dealerships, or sub-contractors. Two copies of the Service Level Agreement must be signed.

11.19 Mergers, Takeovers, 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.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR REQUEST FOR PROPOSAL (RFP) NUMBER: GT/GDH/052/2024 REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER (S) TO SUPPLY AND DELIVER LAUNDRY CHEMICALS TO THE GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE (3) YEARS

- 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.

11.20 Third Parties

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

11.21 Cost of Tendering

The Gauteng Department of Health will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bids.

12. TECHNICAL ENQUIRIES

All technical queries must be emailed to:

Mr. Edgar Motha

Email: Edgar.Motha@gauteng.gov.za

All Tender document / SCM queries must be emailed to:

Ms. Thabisile Matsebula

Email: Thabisile.Matsebula@gauteng.gov.za

NB: Request clarification of the tender documents, if necessary, by notifying the department at least five (5) working days before the closing time stated in the tender document.

**SERVICE DESCRIPTION**

AGREEMENT ENTERED INTO BY AND BETWEEN THE GAUTENG PROVINCIAL GOVERNMENT IN ITS _____

**AND HEREIN REPRESENTED BY _____ IN HIS /
HER CAPACITY AS _____ AND AS SUCH DULY
AUTHORISED ("THE END USER")**

AND

**_____ A COMPANY WITH LIMITED
LIABILITY AND DULY INCORPORATED IN TERMS OF THE COMPANY
LAWS OF THE REPUBLIC SOUTH AFRICA, WITH COMPANY
REGISTRATION NO _____ AND PRINCIPAL PLACE
OF BUSINESS AT _____ AND HEREIN REPRESENTED
BY _____ IN HIS / HER CAPACITY AS
_____ AND AS SUCH DULY AUTHORISED
("THE SUPPLIER").**

AND WHEREAS

The Supplier is the preferred supplier for the supply, delivery, installation, commissioning and maintenance of office equipment and labour saving devices ("equipment") in terms of the contract.

AND WHEREAS

The End user is, from time to time, desirous of hiring from the supplier one or more equipment, and the Supplier is in turn desirous of renting such equipment to the End user

Table of Contents

1.	Definition and rules of interpretation.....	3 – 4
2.	Duration and Termination.....	5
3.	Obligations of the Supplier.....	5
3.1	Delivery and Installation.....	5
3.2	Maintenance	5 - 6
3.3	Product Support.....	6
3.4	Training	7
3.5	Indemnity and Insurance.....	7
3.6	Subcontracting.....	8
3.7	Confidentiality.....	8
4.	Obligations of the End-User.....	8
5.	Breach.....	8 - 9
6.	Payment	9 - 12
7.	Notice and Domicilia.....	10
8.	General	10 - 11
8.1	Whole Agreement.....	11
8.2	No Variation.....	11
8.3	Waiver.....	11
8.4	Severability.....	11
8.5	Applicable Law.....	11
8.6	Jurisdiction.....	11
8.7	Survival.....	11

1 **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1.1 **Rules of interpretation.** In this Agreement:-

- 1.1.1 clause headings are for convenience and are not to be used in its interpretation;
- 1.1.2 unless the context indicates a contrary intention an expression which denotes:-
 - 1.1.2.1 any gender shall include the other genders;
 - 1.1.2.2 a natural person shall include a juristic person and vice versa;
 - 1.1.2.3 the singular shall include the plural and vice versa; and
 - 1.1.2.4 references to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.

1.2 **Meanings of expressions and words.** In this Agreement the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning: -

- 1.2.1 **Agreement** means this agreement read together with the General and Special Conditions of Contract of Contract RT3-2009R which form an integral part of this Agreement
- 1.2.2 **Copy Charges** means the consideration, where applicable, (or, as the context may require, part thereof) payable by the End-user to the Supplier for the maintenance to be provided by the Supplier in terms hereof, which is the amount payable for each black and white or colour copy (as the case may be) that is produced by the equipment at the rate as set out in Addendum 1 of this Agreement, and which is calculated by multiplying the total black and white or colour copies (as the case may be) so produced during a copy period by the charge payable for each black and white or colour copy (as the case may be) as stipulated in Addendum 1 of this Agreement.
- 1.2.3 **Copy Period** means a period of one calendar month, each month commencing on the 1st day of each month (except the first period, which will be the period from Commencement Date until the last day of that calendar month). Copy Period means the period during which copies are made, calculated by means of an opening and closing meter reading, on a monthly basis.
- 1.2.4 **End-user** means the government institution described on

page one hereof.

- 1.2.5 **Equipment** means all or any, as the context may require, of the equipment which is/are or will be the subject matter of this Agreement and which are more fully described in Addendum 1 of this Agreement.
- 1.2.6 **Initial Period** means the period of 36 (thirty six) months from the Commencement Date.
- 1.2.7 **Maintenance** means the obligation assumed by the Supplier to maintain the relevant equipment in proper and efficient operating condition on the terms as set out herein and in accordance with the specifications applicable to the relevant equipment.
- 1.2.8 **Rental** means the consideration payable by the End-user to the Supplier for the use of the equipment in the amounts as stipulated in Addendum 1 of this Agreement.
- 1.2.9 **Working day** means days on which business is generally conducted, i.e. Saturdays, Sundays and official public holidays excluded.
- 1.2.10 **Commencement date** means the date on which the installation and commissioning of equipment is completed.
- 1.2.11 **Material breach** means an event that goes to the root of this agreement.
- 1.2.12 **Month** means calendar month.
- 1.2.14 **Termination date** means 36 months after the commencement date.

2. DURATION AND TERMINATION

- 2.1 This agreement shall commence upon the commencement and shall endure for a period of 36 months and automatically terminate on the termination date by effluxion of time, unless terminated earlier or extended in terms of the provisions of this contract;
- 2.2 This agreement, may at the sole discretion of the End user, be extended in writing for a maximum period of twenty four months on the same terms and conditions except for the rental which shall be reduced by 75% (seventy five percent) of the rental specified herein.

3. OBLIGATIONS OF THE SUPPLIER

3.1 DELIVERY AND INSTALLATION

3.1.1 The Supplier undertakes to:

- 3.1.1.1 deliver the equipment conforming exactly to the description of the equipment as specified in addendum 1 of this agreement;
- 3.1.1.2 deliver and install new and unused equipment at the location selected by the End-user;
- 3.1.1.3 ensure that the equipment is delivered and installed in good condition and working order;

3.2 MAINTENANCE

The Supplier undertakes to:

- 3.2.1 ensure that the equipment performs in accordance with the manufacturer's specifications;
- 3.2.2 keep and maintain the equipment rented by the End-user in good and proper condition and working order and in such manner that the End-user will have the use thereof in an efficient operating condition, and to take such reasonable preventative action as may be necessary or open to it in order to limit the incidence and frequency of breakdowns of equipment to a minimum.
- 3.2.3 for this purpose The Supplier shall ensure that a qualified technician responds promptly to any notification of the End user of a breakdown or malfunction of any equipment.
The response time on such notification shall be as follows:
- 3.2.4 forthwith provide temporary loan equipment to the End-user if the fault in the equipment cannot be repaired, or is not expected to be reasonably repaired, within the period as set out in of this Agreement.

- 3.2.5 the availability of an adequate number of qualified technicians and personnel on a full-time basis to perform the maintenance required under this Agreement;
- 3.2.6 to make available the services of a fully qualified technician from 08h30 to 16h30 each working day to carry out preventative maintenance on the equipment;
- 3.2.7 to supply the quantities of spare parts, toner, developer, fuser oil and other consumables necessary to keep the equipment in proper operating condition;
- 3.2.8 to make available of full coverage maintenance, including preventive maintenance, all service calls and replacement all defectives or worn parts including expandable parts, and all consumable supplies. Should the Supplier fail to provide any of the consumables, or repair or replace with an equivalent unit, any equipment as required, then the Rental Copy Charges for the relevant month in respect of such equipment shall be forfeited by the Supplier and accordingly the End-user shall not be required to pay such rental and copy charges. Should the Supplier not have remedied the failure within 10 (ten) working days of notice from the Enduser then the End-user shall be entitled on written notice to the Supplier to immediately terminate the Agreement in respect of the relevant equipment at no additional cost or penalty to the End-user and the Supplier shall be obliged to remove the relevant equipment listed in the Agreement at its sole cost and expense;
- 3.2.9 remove the equipment from location of the End-user on termination of this Agreement at no additional charge;
- 3.2.10 perform all the services in terms of this contract with due care skill, efficiency and diligence in accordance with the best professional practice;

3.3 **PRODUCT SUPPORT**

- 3.3.1 The Supplier will from time to time and to the extent that is reasonably necessary or required by the End-user for the proper utilisation of the equipment, provide advice and assistance to the End-user and to provide such reports and data relevant to the usage of the equipment as may reasonably be required by the End-user.
- 3.3.2 Without limiting the generality of its obligations under clause
- 3.3.1 The Supplier hereby authorises the End-user to install access key control devices on the relevant equipment and will provide all necessary assistance to ensure the proper integration of the access key control devices with the equipment. The Supplier shall also assist the End-user in the installation of any copy control devices and copy management devices on the equipment as may be reasonably required by the End-user.
- 3.3.3 Where The Supplier or any of its employees, agents or independent contractors ("Representatives") accesses the premises of the End-

user, under or pursuant to, the terms of this Agreement, The Supplier and its representatives shall abide by and comply with the safety, health and environmental policies and procedures and other lawful directions of the End-user.

3.4 TRAINING

- 3.4.1 On installation of the equipment, The Supplier shall provide adequate training to the personnel of the End-user at no additional charge.
- 3.4.2 Instruction manuals shall also be provided by the Supplier free of charge for all equipment rented in terms of this agreement. The instruction manuals shall contain, but not be limited to, the following information:
 - 3.4.2.1 Defining the capabilities of the equipment (specification).
 - 3.4.2.2 Describing the technical operations of the equipment.
 - 3.4.2.3 Describing the use criteria of the equipment.
- 3.4.3 The Supplier shall also provide such further training may be required by the End User from time to time.

3.5 INDEMNITY AND INSURANCE

The Supplier hereby:

- 3.5.1 Undertakes, at its own expense, to indemnify, protect and defend the End User from and against all actions, claims, losses or damages arising from any negligent act or omission by the Supplier including but not limited to all damages or loss which may be payable or arise as a result of any claim or proceedings in respect of the death, injury to any person and the loss or damage to any property which may arise out of or in consequence of the execution of any obligations in terms of this agreement;
- 3.5.2 at its expense take out and keep in force in respect of the indemnity given by it in terms of this agreement a public liability insurance policy providing cover with a limit of not less than R 3 000 000-00 (three million rand) for any one occurrence of an insured peril in any year and unlimited as to cumulative amount in respect of more than one such occurrence in any year;

3.6 SUBCONTRACTING

It is recorded that:

- 3.6.1 The Supplier will be entitled to appoint suitably qualified subcontractors who satisfy the eligibility criteria applicable to the award of the contract to perform all or any of its obligations arising from this Agreement;

- 3.6.2 No sub-contract can create contractual relations between any subcontractor and End- User;
- 3.6.3 The Supplier shall be responsible for all the acts, defaults and negligence of its subcontractors and their experts, agents or employees as if they were acts, defaults or negligence of the Supplier shall not be absolved from its responsibility from under this clause on the basis that such person was acting outside the scope of its engagement by The Supplier.
- 3.6.4 The Supplier will provide the End user with a list (regularly updated for the duration of this agreement) of all the subcontractors that it intends using to perform all or any of its functions in terms of this agreement.

3.7 CONFIDENTIALITY

- 3.7.1 The Supplier shall treat all documents and information received in connection with this agreement as private and confidential, and shall not, save in so far as may be necessary for the purposes of performance thereof, publish or disclose any particulars without the prior written consent of the End user.

4. OBLIGATIONS OF THE END - USER

- 4.1 The End - user undertakes to:
 - 4.1.1 Use the equipment for the purpose that it is intended and in accordance with any reasonable manufacturers' instructions and user manual as to the use thereof;
 - 4.1.2 Keep the equipment in its possession and custody and control at its premises in accordance with the same policies and procedures that the End user applies in respect of its own assets and equipment;
 - 4.1.3 Advise the supplier prior to relocation equipment.
 - 4.1.4 Allow the supplier or its representatives reasonable access to the inspection of the equipment on prior written notice;
 - 4.1.5 Undertakes to ensure that the installation area, access ways, electrical supply and where relevant, the IT configuration of its premises and other equipment or any network are suitable for the installation, passage and electrical/or electronic connection of the equipment when it is delivered for installation and thereafter.

5. BREACH

- 5.1 Either party commits a breach of contract where it fails to discharge any of its obligations in terms of this agreement;
- 5.2 Should either party commit a material breach of this agreement ("the defaulting party") and fail to remedy such breach within ten (10) days of written demand from the other party ("the aggrieved party") then the aggrieved party may, in addition to any other rights and remedies that it may have, including the right to claim damages:-
 - 5.2.1 Claim specific performance ;

- 5.2.2 or Terminate this agreement, such termination to be effective immediately upon receipt by the defaulting party of written notice to that effect
- 5.3 In any case where the End – User is entitled to damages, then the End-user may claim such damages from the Supplier;
- 5.4 This agreement shall automatically and without notice terminate upon occurrence of the following events:
- 5.4.1 a receiver, liquidator or administrator is appointed over any of the property or assets of that the Supplier;
- 5.4.2 the Supplier makes any voluntary arrangement with its creditors by reason of financial difficulty or becomes subject to an administration order, or provisional or final liquidation or insolvency order;
- 5.4.3 the Supplier goes into liquidation or is declared insolvent;
- or
- 5.4.4 that the Supplier ceases, or threatens to cease, to carry on business.

6. PAYMENT

The End – User shall pay the Supplier:

- 6.1 the rental applicable to the contract at the time of signing this agreement which rental shall be fixed for the entire initial rental period of 36 months. In the event of the extension of the contract, the rental shall reduce by 75% of the original rental The first Rental Charge shall be paid after the Commencement Date of the Agreement, within 30 days of the date of the original copy of statement or tax invoice to the Enduser and shall thereafter be payable monthly in arrear within 30 days of the last day of the month in which The Supplier delivers an original copy of statement and tax invoice to the End-user.
- 6.2 Copy Charges, applicable on the contract at the time of signing this Agreement will apply and would thereafter be adjusted on the thirteenth month and twenty-fifth month of the contract period.
- 6.3 The first of the Copy Charges shall be paid within thirty (30) days in which the original copy of statement and tax invoice in respect thereof is rendered, and shall thereafter be payable monthly in arrears on the first day of the month following the month in respect whereof the Copy Charge has arisen or within 30 days of the last day of the month in which the original copy of statement and tax invoice is delivered to the End-user, whichever is the later.
- 6.4 Payment shall be paid by electronic means into bank account :
Name :
Bank :
Branch :
Account number :
- 6.5 No other charges other than those set out herein will be payable for any other service rendered unless specifically agreed to in writing by the parties

7. NOTICES AND DOMICILIA

7.1 The parties select as their respective domicile citandi et executandi the following addresses:

7.1.1 End User
Physical address
Postal Address
Telephone No.
Fax No.
Email
Contact person

7.1.2 Supplier
Physical address
Postal Address
Telephone no
Fax No
Email
Contact person

Or such other address, telefax or telephone number as may be substituted by notice as herein required

7.2 Any notice addressed to a party at its physical or postal address shall be sent by prepaid registered post or delivered by hand or sent by telefax.

7.3 Any notice shall be deemed to have been given:

7.3.1 if posted 14 calendar days after the date of posting;

7.3.2 if hand delivered, on the day of the delivery; The parties may communicate by electronic means.

7.4.3 if sent by telefax, on the date and time of sending, which telefax, is evidenced by a fax confirmation print out.

8. GENERAL

8.1 **Whole Agreement.** This Agreement constitutes the entire Agreement between the Parties in respect of the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties or promises not recorded in this Agreement.

8.2 **No Variation.** This agreement together with General Conditions of Contract, Special Conditions of the contract and all Standard Bidding Documents constitutes the entire agreement between the parties. No variation or consensual cancellation of this Agreement and no addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

8.3 **Waiver.** No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be

effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 8.4 **Severability.** Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.
- 8.5 **Applicable Law.** This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
- 8.6 **Jurisdiction.** The Parties hereto hereby consent and submit to the jurisdiction of such High Court of South Africa, in any dispute arising from or in connection with this Agreement.
- 8.7 **Survival.** Notwithstanding termination of this Agreement, any clause which, from the context, contemplates ongoing rights and obligations of the parties, shall survive such termination and continue to be of full force and effect.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2017.

END USER

WITNESSES

1. _____

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2017.

SUPPLIER

WITNESSES

1. _____

2. _____



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. 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 attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)