

 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										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

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 GDoH 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 at 75 Fox Street from 10:00-13:00.



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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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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	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day 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

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

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											



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Instructions to Bidders

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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

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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 Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury 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.

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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.

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- 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	
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- 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)

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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	

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	Compulsory Site Inspection		Page 1 of 1

COMPULSARY SITE INSPECTION - DECLARATION OF ATTENDANCE

RFP NUMBER			
RFP DESCRIPTION			
RFP CLOSING DATE		CLOSING TIME	

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on form RFP 01.

CUSTOMER DEPARTMENT								
CUSTOMER INSTITUTION								
INSPECTION ADDRESS								
SITE INSPECTION	Y		N		DATE		TIME	

I/We hereby declare that I/we attended the compulsory site visit to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME)

--

CERTIFY THAT THE INFORMATION FURNISHED AT THE SITE INSPECTION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME							
--------------------------	--	--	--	--	--	--	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

END USER STAMP

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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
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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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–

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SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
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	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

TERMS OF REFERENCE FOR GT/GDH/037/2024 THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICE UNIT FOR A PERIOD OF THREE YEARS.

ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
EME:	Exempted Micro Enterprise
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
SDS:	Safety Data Sheet
NRCS:	National Regulator for Compulsory Specifications
POPI:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
QSE:	Qualifying Small Enterprise
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SANS:	South African National Accreditation System
SANS:	South African National Standards
SAHPRA:	South African Health Product Regulatory Authority
SCC:	Special Conditions of Contract
VAT:	Value- Added Tax
OHS:	Occupational Health and Safety
PPR:	Preferential Procurement Regulation
HIRA:	Hazard Identification and Risk Assessment.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR GT/GDH/037/2024 THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICE UNIT FOR A PERIOD OF THREE YEARS.

1. PURPOSE

The purpose of this tender is to appoint service providers to provide Cleaning Services at 11 Forensic Pathology Service facilities for a period of 3 years.

2. BACKGROUND

The primary objective of the Forensic Pathology Service is to conduct a medico - legal investigation into unnatural deaths. In compliance with the provisions of the National Health Act (Act 61 of 2003), the Gauteng Department of health took responsibility for the provision of the Forensic Pathology Service (FPS) with effect from 1 April 2006. Forensic Pathology Service (FPS) comprises of eleven laboratories, central store and a Head Office.

Post - mortems are carried out regularly in eleven laboratories and cleaning plays a vital role in the process to ensure that cross contamination is prevented and evidence is preserved. After the autopsies are carried out, the forensic officers clean the area by means of a hose. Thereafter the cleaners of the appointed service provider will then perform a thorough daily deep cleaning of the theatres. Once again, when forensic officers offload bodies they will have to rinse the loading bin with a hose pipe, after which the cleaners of the appointed service provider will have to do a deep cleaning of the loading bin. In addition, FPS laboratories also have administrative offices, outbuildings and central stores as a stand-alone facility requiring everyday cleaning services in order to ensure compliance with Occupational Health and Safety Act, No.85 of 1993, as amended by the OHS Amendment Act, No.181 of 1993.

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

3.3. Other legal prescripts:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)



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- d. Preferential Procurement Regulations, 2022
- e. Open Tender Framework
- f. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- g. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996), Section 217.
- h. Protection of Information Act, 1982 (Act no 84 of 1982)
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Occupational Health and Safety Act, 1993 (Act No.85 of 1993) as amended by Occupational Health and Safety Act, No.181 of 1993
- l. Code of Guidelines Forensic Pathology Practice in South Africa
- m. The Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.
- n. National Minimum Wage Act, 2018 (Act 9 of 2018)

4. 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: Technical Proposal of the tender All the documents included in Section 1 of the Tender document must be read, completed, signed where applicable and submitted. 1. Fully completed and signed SBD 1: Invitation to Bid 2. Fully Completed and Signed SBD 04: Bidder's Disclosure 3. Quality Standards Certifications: - The bidders must submit a signed Certificate of Compliance per product used for the cleaning services together with the bid documents at the closing date and time of the bid. This is required to certify that the material / product offered complies with any of the following specifications: SABS, SANS or equivalent. 4. Submit a Valid copy of a letter or certificate of good standing from the Department of Labour in respect of Compensation of Injury Diseases Act (COIDA). 5. Submit proof of National Regulator for Compulsory Specifications (NRCS) registration for cleaning detergents and disinfectants with the bid document. 6. In case of a trust, consortium or joint venture, an Agreement signed by all party representatives must be submitted together with a consolidated B-BBEE Certificate from a SANS accredited B-BBEE Verification Agency. 7. Tax Compliance Requirements: - A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents on the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors



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	are involved, each party must submit a separate Tax Compliance Status 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. 8. Copy of Central Supplier Database (CSD) Registration Summary Report. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
Part 2	The supporting documents of proof required for the Functionality Evaluation (see Evaluation Methodology) should be submitted - Organizational structure of the company. - Company profile. - All other supporting documents as provided in functionality evaluation
Part 3	Section 2: Financial Proposal of the tender. Bidder to submit completed Price Schedule documents, referred to as Annexure B and SBD 3.3 and SBD 6.1 with the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a memory stick. - SBD 3.3: Price Schedule – Professional Services - Annexure B: Price Schedule - SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

5. SCOPE OF WORK

5.1 BUILDING SIZE IN SQUARE METERS(m²) PER FACILITY

Table 2: Total square meters per institution.

No	Forensic Pathology Service Facilities	Total Square Metre (m ²)	No. of Cleaners including Supervisor per Facility
1	Germiston FPS	2500	4
2	Johannesburg FPS	2500	5
3	Springs FPS	1500	4
4	Heidelberg FPS	250	2
5	Sebokeng FPS	1500	4
6	Diepkloof FPS and Central Stores	4100	6
7	Roodepoort FPS	2500	3
8	Pretoria FPS	5000	5
9	Ga-Rankuwa FPS	2500	4
10	Bronkhorstspuit FPS	250	1
11	Carletonville FPS	1000	3



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NB: Bidders to note that a new building for Johannesburg FPS is under construction. The cleaners employed at the current Johannesburg FPS will be relocated to the new facility, should construction be completed before end of contract.

For the purpose of this tender the Department of Health has been divided into three (3) clusters where the service is required.

Bidders must indicate which cluster are they bidding for. Bidders can bid for one or more than one cluster.

Table 3: Forensic Pathology Service clusters

Clusters	Bidders can tick for one or more than one cluster. Bidder to tick below.
Pretoria Cluster	
1 Pretoria 2 Ga-Rankuwa 3 Bronkhorstspuit	
Johannesburg Cluster	
1. Johannesburg 2. Diepkloof and Central Stores 3. Roodepoort 4. Carletonville	
Germiston Cluster	
1. Germiston 2. Springs 3. Sebokeng 4. Heidelberg	

5.15 AREAS TO BE SERVICED

All the areas, as indicated by Table: 6 below, must be cleaned in accordance with the required cleaning method and frequency.



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Table 4: CLEANING SERVICE DESCRIPTION

AREAS TO BE CLEANED	CLEANING METHOD	FREQUENCY
1. Outside Area		
Paved areas	Sweep	1 X weekly
Collect all refuse, papers	Spot clean	Daily and when necessary
Guard house	Clean	Daily
Lapas	Clean	2 X weekly
Walls	Wipe	1 X monthly or as per requirement
Ceilings	Spot clean with feather dust	When required
Floor areas	Sweep and mop Polish	1 X daily 1 X weekly
Furniture	Dust Damp cloth	1 X daily 1 X weekly
Doors	Wipe clean	Daily
Door frames	Clean	1 X weekly
2. Offices		
Bins	Empty	2 X daily
Furniture / Desks and computers	Dust Damp cloth and polish	1 X daily 1 X weekly
Cupboards	Wipe	1 X weekly
Doors and frames	Wipe	1 X weekly
Carpets	Vacuum Steam cleaning	1 X weekly 1 X monthly
Hard floors	Sweep, mop Polish Stripping and sealing	1 X daily 1 X weekly 1 X quarterly
Soiled marks	Spot clean	When required
Other areas e.g., Phones, office walls, finger marks	Spot clean/ wash/dust	1 X weekly or as when required
Vinyl floors	Machine scrub/buff	1 X monthly and when required
Tiled floors	Sweep, mop	1x daily
Blinds	Wipe/dust	1 X weekly
3. Boardrooms		
Carpets	Vacuum Steam cleaning	2 X weekly 1 X monthly
Furniture and picture frames	Dust/ wipe and polish	2 X weekly
Bins	Empty	Daily



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4. Toilets		
Waste receptacles	Empty	2 X daily and when required
	Wash	1 X weekly
Toilet bowls, seats, basins, urinals, showers, basins and troughs	Wash and sanitize	2 X daily and when required
Mirrors	Wipe clean	1 X daily and when required
Walls, doors, partitioning	Spot clean	1 X daily and when required
Toilet papers	Supply of toilet papers	Daily and when required
Hand wash dispensers	Clean and fill in liquid hand soap	When required
Seat wipe	Seat wipe re - fills	When finished
Hand paper towels	Supply of paper towels	Daily and when required
5. Kitchen		
Kitchen cupboards, fridge and microwave oven	Wipe	1 X weekly
	Wash	2 X monthly
Floors	Wash	1 X daily and when required
Tiles walls	Damp cloth	1 X weekly
Dishes for official functions/meetings	Wash	When required
6. Stairs & landings		
Handrails & Fittings	Wipe	1 x daily
Fire Escapes	Sweep	1 x daily
	damp mop	3 x weekly
Landing & stairs	Sweep/damp mop	1 x daily
7. Corridors and Balconies		
Floor Area	Sweep	1 x daily
	Damp Mop	1 x daily
8. Store rooms		
Floor Area	Sweep	2 x weekly
	Damp mop	1 x weekly
9. Windows		
Window sills	Wipe and Dust	1 x weekly
Interior & Exterior	Wash	1 x monthly & when required
ID room windows	Wash and wipe	Daily & when required



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10. Refuse removal		
All refuse holders, baskets and receptacles	Empty Wash/Wipe	1 x daily and when required 1 x daily and when required
11. Dissecting areas		
Sinks	Wash and disinfect	1 x daily and when required
Trays	Wash and disinfect	1 x daily and when required
Body Trolley	Wash and disinfect	1 x daily and when required
Walls	Wipe Wash and sanitize	Daily and when required 1 x weekly and when required
Floors	Wash Deep cleaning	Daily and when required 1 x weekly and when required
Floor drains (Internal)	Wash and disinfect	Daily and when required
Other Equipment	Wash and sanitize	1 x daily and when required
12. Cold rooms/ Body storage facilities		
Floors	Wash Deep cleaning	Daily and when required 1 x monthly
Walls and doors	Wash	Daily and when required
Trays	Wash and disinfect	1 x daily and when required
13. Equipment and instruments		
Instrument Kit/Equipment	Wash and disinfect	Daily and when required
14. Medical Waste Areas		
Medical waste boxes	Remove to waste area	Daily
15. Vehicles		
115 Forensic Pathology Service vehicles (Admin and Mortuary vehicles)	Complete Wash & Disinfect (Interior and exterior)	Daily & when necessary

5.2 WORKING HOURS AT VARIOUS HEALTH INSTITUTIONS

5.2.1 Working hours at Forensic Pathology Service

- Cleaners are expected to work for 8 hours Monday to Friday between 07:00 and 16:00.
- When required, after hours, (Emergencies, Disasters and unforeseen circumstances).



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5.3 STAFF REQUIREMENTS

- a) A service provider must appoint a supervisor for every facility.
- b) The cleaning staff appointed will be subjected to signing a declaration of confidentiality.
- c) Cleaning staff is not allowed to take photographs in operational areas and operational activities or divulge information.
- d) Cleaning staff will be subjected to random security checks by security personnel or management of Gauteng Department of Health.
- e) The appointed service provider (s) will have to do a pre-employment and periodic medical surveillance on all cleaners that will be working in FPS facilities and the above will have to be scheduled according to HIRA at the supplier's cost:
 - I. TB screening- Gen-Xpert Test
 - II. Physical assessment
 - III. Psycho-Social assessment (Mental Status assessment)
 - IV. Ergonomics assessment (Muscular skeletal assessment)
 - V. Biological assessment (HIV, HBVAb, Covid 19)

Please note: in reference to 5.3 (e), appointed service provider(s) will be expected to produce a safety file including certificate on medical surveillance for each employee a week before they commence with the contract, and for follow-ups as recommended by the Forensic Pathology Service Occupational health practitioner.

All cleaning staff of the service provider must be vaccinated according to the table below and in line with the vaccination protocol:

Table 5: Schedule of Vaccinations

SCHEDULE OF VACCINATIONS	
Before commencement of the contract	• Hepatitis A • Hepatitis B • Tetanus

- f) SABS approved Personal Protective Equipment for cleaning staff should be provided by Service Provider, as listed in **Annexure A**.
- g) Cleaning staff should ensure that protective clothing worn in any designated facility and/ or body preparation/ autopsy room should be treated as infected linen and must be disposed of upon leaving the area.
- h) Cleaning staff must ensure that protective equipment such as rubber boots, reusable gloves, goggles and aprons are cleaned with disinfectant and detergent before being presented for reuse.
- i) Cleaning staff must know that the use of boot troughs (basin with disinfectant) is essential.
- j) Cleaning staff must ensure that disposable equipment such as gloves; gowns or aprons are disposed of in line with the waste management procedures in the facilities.



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5.4 THE SYSTEMS OF CLEANING

5.4.1. Risk identification

- a) Low risk
 - i. These are areas wherein the predisposing factors to infection are low.
 - ii. These may include offices, duty rooms and main kitchens in all Forensic Pathology Service facilities.
- b) Medium risk
 - i. These are areas wherein the predisposing factors to infection are minimal.
 - ii. They include deep cleaning services areas.
- c) High risk
 - i. These are areas that have a high probability of transmission of infections.
 - ii. These include Theatres, Body storage area, laundry and toilets in every unit, facility vehicle, histology lab, medical waste area, identification area.

5.4.2. THE TROLLEY BUCKET SYSTEM

- a) The red bucket is to be used for water and detergent in preparation for cleaning.
- b) The blue bucket is to be used as an empty unit for disposing water as the cleaning process begins.

5.4.3. JANITOR TROLLEY

- a) It is the recommended, modernized and most efficient method of cleaning in the Forensic Pathology Service facilities. The system comprises of equipment and material for above the floor and floor surface cleaning. It also comprises of liners to dispose waste. It requires a bigger storage area.

5.4.4. TOP-DOWN SYSTEM

- a) This is the most recommended system of cleaning in Forensic Pathology Service facilities. It is a waterless system which reduces the risk of multiplication of bacteria as no moisture is produced. It is a safe and user-friendly system.

5.4.5. COLOUR CODING SYSTEM

- a) The mops, buckets and dusting cloths must be colour coded to differentiate the area to be cleaned:



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Table 6: COLOUR CODED AREAS

COLOUR	SPECIFIC AREA
RED	Theatre bathrooms and theatre, body storage, histology lab, medical waste storage, identification area, facility vehicle
YELLOW	Office bathrooms
GREEN	Kitchen, duty rooms and offices Waiting area/ cubicle equipment, store and cleaners' room and corridors

- b) All the cleaning equipment to be kept clean always and never be stored in moist, dark places as this enhances replication of bacteria.
- c) There should be an ordering system that accommodates emergency ordering in cases of shortages due to outbreaks.
- d) The mops used in Forensic Pathology Service facilities must have a steel handle and not wood.
- e) Mops must be provided with hanging clips to ensure that they are stored upright to allow quick drying. Hanging equipment should be installed at all cleaning storage areas.
- f) The mop heads should be detachable to allow easy washing after cleaning and disinfection.
- g) Neither brooms nor feather dusters are allowed in the red areas (dissection area) of Forensic Pathology Service facilities.
- h) 'Slippery floors' signage to be part of the cleaning equipment. The signage to be used whenever the cleaning procedure is in process.

5.5 STANDARD PRECAUTIONS

- a) The following precautions are to be applied to all health care users in health care facilities regardless of the diagnosis or presumed infection status.
- b) The standard precautions are intended to prevent transmission of blood borne pathogens. They should be applied whenever contact is anticipated with all body fluids, secretions and excretions. These encompass the Personnel Protective Equipment (PPE) that the contracted staff has to wear when in contact with human fluids.

5.5.1. HAND HYGIENE

- a) Hands must be washed after touching blood, body fluids, secretions, excretions and contaminated items, whether or not the gloves are worn.
- b) The non-antimicrobial soap to be used for routine hand washing.
- c) The antimicrobial soap to be used at patient care area and during outbreaks.



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- d) Antimicrobial hand rub may replace ordinary hand washing where indicated, if hands are not visibly soiled.
- e) The alcohol hand rub must be applied in the same procedure as hand washing is conducted.
- f) Hand hygiene equipment and consumables should always be available at hand hygiene points. This includes soap, hand paper towel, hand sanitizers dispensers and the contents.

5.5.2. GLOVES

- a) The gloves used during the cleaning procedure must be appropriate for the task that an employee is performing.
- b) Non-sterile gloves should be worn when in contact with body fluids.
- c) Household gloves need to be worn for cleaning in health care facilities.
- d) The use of surgical gloves is discouraged for cleaning purposes unless directed by the infection prevention and control practitioner.

5.5.3. MASK, EYE PROTECTION, FACE SHIELD

- a) The above protective clothing should be worn to protect the mucous membrane of the eyes, nose and mouth.

5.5.4. PROTECTIVE WEAR/ GOWNS

- a) Plastic aprons need to be worn on top of the uniform because of their water repellent status.

5.6 RESPONSIBILITIES OF THE SERVICE PROVIDER

- a) Service Provider must provide copies of invoices and a job card for finance claims, monthly.
- b) Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.
- c) Service Provider shall expose their cleaning staff to professional debriefing sessions to address undue exposure. At least once a year.
- d) Service Provider should provide SAPS security clearance for all staff before the commencement of the contract.
- e) Service Provider will be responsible for the safety and protection of their staff and equipment during the contract in compliance with Occupational Health and Safety Act, 85 of 1993 and the Compensation of Occupational Injuries and Diseases Act.



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- f) Service Provider shall submit a cleaning plan and an alternative cleaning plan in event of an un-foreseen circumstances taking place on the Service Provider's side.
- g) Service Provider shall ensure that employees working in hygiene areas shall be educated and trained regarding the following: General principles of health and communicable diseases, general principles of personal hygiene.
- h) Service Provider shall ensure that the cleaning process shall have a bactericidal and cleaning efficacy.
- i) Work surfaces, walls and floor surfaces must be cleaned, disinfected and dried.
- j) All cleaning equipment shall be appropriately colour coded in terms of their dedicated cleaning areas i.e., High-risk utility area, Moderate risk utility area and Low risk utility area.
- k) Service Provider shall supply a sufficient monthly supply of disposable seat wipes, hand paper towels and toilet paper, single ply as per SABS Standard.
- l) Service Provider should provide a fully equipped First Aid kit for its employees per facility.
- m) The cleaning materials that are supplied by the Service Provider must not cause any health hazards in terms Of the Occupational Health and Safety Act.

5.7 EQUIPMENT

- a) All cleaning equipment must be SABS or SANS certified/approved and be supplied, as listed in **Annexure: A**.
- b) Space for the service provider, for storage of cleaning chemicals and equipment will be provided by the Forensic Pathology Service Facility
- c) Service Provider should provide and utilize appropriate cleaning equipment to fulfill his/her cleaning obligations; these should include but not be limited, as listed in **Annexure: A**.

5.8 GENERAL CLEANING MATERIALS.

- a) Service providers will be required to supply all general cleaning materials, as listed in **Annexure: A**.

5.9 CLEANING CHEMICALS.

- a) Service providers will be required to supply all cleaning chemical, as listed in **Annexure A**.
- b) The cleaning materials that are supplied by the Service Provider must not cause any health hazards in terms Of the Occupational Health and Safety Act.
- c) All chemicals must have a Safety Data Sheet (SDS).
- d) Cleaning chemicals must be provided by the supplier and the total price of the cleaning service must include the cost for the cleaning service personnel, the cleaning chemicals/materials.



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- e) All chemicals must be supplied in 5L, 10L and 20L sealed containers and must be properly labelled, in accordance with Hazardous Chemical Substance Regulation. Chemicals must not be diluted before delivery.
- f) Cleaning chemicals must be SANS or SABS certified/approved.
- g) The labelling must be clear with the components of the chemical.
- h) The raw material and strength of chemicals used in developing the final product must be listed.
- i) The containers used must be easy to carry and be user friendly.
- j) The containers should not allow the decanting process.
- k) A system to prevent cross contamination in Terms of the Infection Prevention and Control Guidelines must be used by the service provider e.g., Colour coding of equipment used.
- l) The direction on how to use the chemicals must be part of the label. This should include the dilution procedure.
- m) Auditing progress must be conducted on a quarterly basis (every three months).
- n) The contingency plan must be in place on ordering in case of shortages of chemicals must be part of the contract.
- o) All cleaning chemicals must be bio-degradable.
- p) The manufacturer and the expiry date should be included.
- q) The cleaning chemicals shall be non-corrosive and shall not form any chemical reaction with animate surfaces and body fluids.

5.10 CHEMICALS REQUIRED

- a) Quaternary ammonium- based detergent and deodorizer.
- b) 6% sodium hypochlorite chemical compounds - Disinfection of mortuary floor and walls.
- c) Glutaraldehyde 2% chemical compounds - Disinfection of Instruments and equipment.

NB: For more information on the above refer to page 38 of Code of Guidelines Forensic Pathology Practice in South Africa. (11.10 GENERAL BIOSAFETY CLEANING STANDARDS)

The tender will be awarded to the successful bidder, whom will be contracted for a period of three years. The approved contractor will be required to supply the cleaning chemicals during the contract period of three years. During this period, the Department will, as and when required and at its own cost, test the supplied chemicals for compliance. If the tested cleaning chemicals do not meet the minimum requirements, as stipulated in the advertised tender, the approved contractor will be required to replace the cleaning chemicals at their own cost.

6. EVALUATION METHODOLOGY

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



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- Stage 1A: Mandatory Administrative Responsiveness
 Stage 1B: Functionality Evaluation
 Stage 1C: Site Visit Evaluation
 Stage 2: Price and Preferential Points Claim (Specific Goal)

Bids will be evaluated in accordance with the pre-scripts of the Preferential Procurement Policy Framework Act (PPPFA), the Preferential Procurement Regulations of 2022, and the GDoH Preferential Procurement Policy, which stipulate that an 80/20-point split for projects less than R50 million and 90/10-point split for projects above R50 million.

STAGE 1A: MANDATORY ADMINISTRATIVE RESPONSIVENESS

All bids will be evaluated on mandatory administrative responsiveness in line with the below requirements. Any bidder who fails to comply with any of the said mandatory criteria will be disqualified.

Bidders who fail to meet the mandatory administrative requirements stated in this paragraph will not proceed to the next stage of the evaluation process.

Table 7: Mandatory Administrative Compliance Evaluation

Item No.	Returnable Requirements (Documents)	Submitted (Yes/No)
Mandatory required documents		
1.	Fully completed and signed SBD 1: Invitation to Bid	
2.	Fully completed and signed SBD 4: Bidders' Disclosure	
3.	Submit a Valid copy of the letter or certificate of good standing of the Compensation of Injury Diseases Act – COIDA (10-digit Pin for COIDA)	
4.	Submit proof of National Regulator for Compulsory Specifications (NRCS) registration/s of each/all the products listed below with the bid document. a) Quaternary ammonium- based detergent and deodorizer. b) 6% sodium hypochlorite chemical compounds - Disinfection of mortuary floor and walls. c) Glutaraldehyde 2% chemical compounds - Disinfection of Instruments and equipment.	
5.	Submit proof of SANS or SABS compliance certificate for each product as listed below. a) Quaternary ammonium- based detergent and deodorizer.	



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	b) 6% sodium hypochlorite chemical compounds - Disinfection of mortuary floor and walls. c) Glutaraldehyde 2% chemical compounds - Disinfection of Instruments and equipment.	
6.	Submit detailed Safety Data Sheet (SDS) for each product as listed below. a) Quaternary ammonium- based detergent and deodorizer. b) 6% sodium hypochlorite chemical compounds - Disinfection of mortuary floor and walls. c) Glutaraldehyde 2% chemical compounds - Disinfection of Instruments and equipment.	

STAGE 1B: FUNCTIONALITY EVALUATION

Only bidders who have complied with all the mandatory administrative requirements will be evaluated for functionality. During this phase bidders' responses will be evaluated for functionality.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on the criteria, as per Table 8.

The total scoring points for functionality is 40 **points**. The minimum threshold score of **25 points** for functionality shall apply. Bids with a score below the minimum threshold score shall be declared non-responsive and set aside.

Note: Bidders must, as part of the bid documents, submit all the supporting documents for the functionality evaluation.

Table 8: The Functionality Evaluation Scoring Table to Provide Cleaning Services for Forensic Pathology Service.

Scoring Criteria	Scoring Criteria	Points
1. Past Contractual Performance	1.1. Bidders must provide signed testimonial letters of reference on the letterheads in respect of cleaning services projects.	5
	a) 5 or more signed testimonial letters on letterheads from contactable references, (5 Points)	



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	b) 4 signed testimonial letters on letterheads from contactable references (4 Points) c) 3 signed testimonial letters on letterheads from contactable references (3 Points) d) 2 signed testimonial letters on letterheads from contactable references (2 Points) e) 1 signed testimonial letters on letterheads from contactable references (1 Point) f) No signed testimonial letter on letterheads from contactable reference (0 Point)	
2. Human Resource Capacity	2.1 The bidder must provide a list of staff inclusive of Name, Surname, Experience and an indication of training attended related to cleaning if applicable.	5
	a) No human resource capacity list attached (0 Point)	
	b) If the bidder has an organizational intention to employ cleaning employees for the project (provide recruitment plan / valid commitment letter from agency that will recruit employees on behalf of the bidder) (2 Points)	
	c) 10 to 13 employee list (list of employees must be inclusive of name, surname, experience and an indication of training attended) (3 Points)	
	d) 14 to 16 employees list (list of employees must be inclusive of name, surname, experience and an indication of training attended) (4 Points)	
	e) 17 or more employees (list of employees must be inclusive of name, surname, experience and an indication of training attended) (5 Points)	
	2.2 The Strategy to Manage Staff	4
	a) No strategy to manage staff attached (0 points)	



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	b) A draft attendance register (2 Points)	12
	c) A Signed Company code of conduct (2 Points)	
	2.3 Detailed contingency plan to address labour unrest	
	a) No detailed contingency plan to address labour unrest (0 Point)	
	b) Measures to ensure availability of cleaning staff at all times (2 Points)	
	c) Emergencies in case of company employees strike, national strike and Departmental employee strike (6 Points)	
	d) Absenteeism of the employee (2 Points)	
	e) Channel of communications for the cleaners in case of reporting of incidents. (2 Points)	
3. Training of staff	3.1 Training plan and cleaning certificates on cleaning services issued to all cleaning staff.	5
	a. No documented records of training in place (0 point)	
	b. Refresher courses training schedule/plan (1 point)	
	c. Yearly training schedule/plan (1 point)	
	d) Completed attendance registers with dates names and signatures (1 point)	
	e) Certificates or assessment records attached (1 point)	
4. Quality of cleaning service	4.1 A detailed plan to enforce a system to prevent cross contamination in Terms of the Infection Prevention and Control policy.	10
	a) No system to prevent cross to prevent cross contamination (0 Point)	



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	b) Detailed written plan on the use of color-coding system and the plan on how color coding of the cleaning equipment at different areas will be done (4 Points)	
	4.2 Cleaning programme/ schedule	
	a) No work schedule or No cleaning check list (0 Point)	
	b) A drafted Work Schedule, indicating the Names of responsible cleaners, times and area of cleaning (4 Points)	
	c) A check list indicating daily cleaning routine/ functions (2 Points)	
Total Score		40
Minimum threshold		25

If a bidder does not meet the required minimum threshold of 25 points out of 40 as stated above the bidder will be disqualified.

STAGE 1C: SITE VISIT

Only bidders who have complied with the functionality evaluation will be evaluated.

The Gauteng Department of Health reserves the right to conduct a bidder site visit evaluation. The Department shall establish general information during the evaluation of the site regarding their business and organizational capacity and operations during the evaluations of the sites.

The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their sites and co-operate with them and furnish the information they require.

The overall score for site visit is 15 points. The sites will be evaluated, as per Table 9 below. The bids will be declared non-responsive and set aside, if it does not meet the minimum threshold of **11 points** for the site evaluation.



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Table 9: Site Evaluation

Scoring Criteria	Scoring Criteria	Weight Scoring Points
1. Cleaning Services Resources	Cleaning equipment to be used for the Cleaning Service project. 1. All equipment in the Terms of reference (As listed in Annexure A: List of cleaning equipment), required by the Forensic Pathology Service Facilities are presented (5 points), 2. If the bidder has a signed letter of intent from the bidder to purchase the required equipment for the cleaning services tender (provide letter of intent from the bidder confirming agreement with a third party and stating that the equipment will be available should the tender be awarded to the bidder). (1 Point)	5
3. Operational Resources	Operational clothing used for Employees when performing cleaning service duties in terms of the Safety Act. 1. All Personal Protective Equipment (as stated in Annexure A of the terms of reference) and corporate uniform (5 points) 2. If the bidder has a letter of intent to purchase the required protective equipment/ uniform for the cleaning services tender (provide a signed	5



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	letter of intent from the bidder confirming agreement with a third party and stating that the protective equipment will be available should the tender be awarded to the bidder). (1 Point) 3. If the bidder doesn't have both of the above it will be (0 point)	
4. Customer Care	Provision of service and communication to customers. a. Electronic record systems for customer complaints (2 points) b. Customer satisfaction rating system (2 points) c. Portfolio of evidence for managing customer queries. (1 point)	5
Total score:		15 points
Minimum threshold		11 points

If a bidder does not meet the required minimum threshold of 11 points out of 15 as stated above the bidder will be disqualified.

STAGE 2: PRICE AND PREFERENCE POINTS CLAIM

Bids will be evaluated in accordance with the pre-scripts of the Preferential Procurement Policy Framework Act (PPPFA), the Preferential Procurement Regulations of 2022, and the GDoH Preferential Procurement Policy, which stipulate that an 80/20-point split for projects less than R50 million and 90/10-point split for projects above R50 million, where points are allocated as follows:

- (a) Specific Goals (20 or 10 Points).
- (b) Price (80 or 90 Points).



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Bidders are required to complete SBD 3.3 and Annexure B in order to claim points for prices. Failure by the bidder to complete as required, bidder will forfeit preference points for price.

For this tender the Gauteng Department of Health will apply the Gauteng Department of Health Preferential Procurement Policy for implementation of specific goals as follows:

Preference points and specific goal system	Points
PRICE	80 or 90
SPECIFIC GOALS	20 or 10
TOTAL POINTS	100

POINTS FOR SPECIFIC GOALS:

Table 10: The maximum points for specific goals are allocated as follows:

SPECIFIC GOALS REQUIREMENTS	POINTS	POINTS	DOCUMENTARY PROOF
POINTS FOR SPECIFIC GOAL: RDP: Promotion of enterprise/s/companies located in Gauteng Province	5	3	Bidder must submit a valid copy of the lease agreement or current municipal bill not older than 3 months or a valid copy of title deed (submitted evidence must be in the company's name)
The promotion of South African owned enterprises	5	3	Bidder must submit copies of CIPC registration documentation and proof of business address (municipal account or valid lease agreement).
Enterprise which is at least 51% owned by woman	10	4	Bidder must submit copies of IDs, CSD and CIPC registration documentation
TOTAL POINTS FOR SPECIFIC GOALS	20	10	

The bidder must also complete the SBD 6.1 for Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2022.



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Failure by the bidder not to submit proof or documentation required in terms of this tender as stated on Table 10, bidder will forfeit preference points for specific goals.

NB: Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.

7. NON-COMPULSORY BRIEFING SESSION

There will be a non-compulsory briefing session before the closing date of this tender. Bidders that did not attend the non-compulsory briefing session will not be disqualified.

8. COPYRIGHT

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

9. SUPPLIER PERFORMANCE MANAGEMENT

- a) Supplier performance management will be the responsibility of end-users at the Forensic Pathology Service Facilities. Where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, the Directorate: Acquisition and Contract Management, Gauteng Department of Health must be informed for corrective action.
- b) The Service Level Agreement will be drawn up after the tender award by the Directorate: Acquisition and Contract Management, Gauteng Department of Health. No other agreements except the Service Level Agreement will be signed with the contractor, contractor's finance house, dealerships or sub-contractors. The Service Level Agreement must be signed by both parties within 14 days. Two copies of the Service Level Agreement must be signed.

10. CESSION

- a) 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.

11. QUALITY



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- a) Products must conform to the quality requirements as stipulated in the Terms of Reference.

12. USE OF FLUID CORRECTING SUBSTANCES

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

13. RIGHT AND OBLIGATION

The Service Provider is required to:

- a) Conduct business in a courteous and professional manner.

The GDOH shall:

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

14. PENALTIES

- a) Use of sub-standard material / equipment.
- b) Failure to provide adequate resources (staff, equipment and material).
- c) Failure to comply with the code of conduct.
- d) Failure to respond to emergency calls.
- e) Failure to comply with OHS.
 - i. Failure to provide vetting report within 3 months of receiving the contract.
 - ii. Failure to comply with institutional SOP.
- f) Penalties – The contract will be terminated following non-compliance to the above.

15. PAYMENT TERMS

- a) Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt.
- b) It is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.
- c) Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.



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- d) Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract. Please note that no deliveries should be made unless an official and authorized order form has been received from the Gauteng Department of Health.
- e) The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.
- f) All queries regarding outstanding payments must be directed to the relevant districts.
- g) Invoice/s in duplicate, showing purchase order number, item description, and the contract number, on the copy and mark the original. The original must be sent to the Gauteng Provincial Treasury and one copy to the End-User / Institution.

16. POLICIES & PROCEDURES

- a) The successful contractor must at all times comply with the Gauteng Department of Health policies and procedures as well as maintain a high level of confidentiality of information.

17. PRICE QUALIFICATION

- a) The Gauteng Provincial Treasury will benchmark those bidders' prices that would have been awarded the contract on a regular basis to ensure that all prices remain competitive. Non-competitive prices will prompt the Gauteng Provincial Treasury to engage contractors in price adjustment negotiations/reviews. Failure to be competitive will result in cancellation of the contract.

18. PERIOD OF VALIDITY

- a) Bids are held to be valid for a period of ninety (90) days after the closing date. Should a bidder retract his offer without good reason, in the opinion of the Department, he may be held responsible for the cost of a possible re-tender.

19. INDUCTION PROGRAM BY FORENSIC PATHOLOGY SERVICE

- a) The cleaners of the service provider will be inducted on the following elements:
- b) An induction/orientation program to be designed and implemented by the Forensic Pathology Service Facilities.
- c) The service providers to establish the number of cleaners to be trained in every level



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of Forensic Pathology Service Facilities.

- d) The training should incorporate the existing Standard Operation Procedures (SOP).
- e) The difference between cleaning, disinfection and sterilization to be clearly outlined.
- f) Standard precautions and colour coding system in the Forensic Pathology Service Facilities establishment to be included in the training program.
- g) All cleaning personnel are expected to have been exposed to relevant training and on-the-job training.
- h) All staff shall be in a neat, clean and fully identifiable uniform during working hours.
- i) The cleaning Supervisor to ensure daily monitoring and records to be kept.
- j) Training regarding infection control will be provided by the Infection Prevention and Control Unit of Forensic Pathology Service Facilities.

20. QUARTERLY MONITORING AND EVALUATION WITH CORRECTIVE MEASURES WERE NECESSARY.

- a) Systems will be put in place by the management of the Forensic Pathology Service Facilities to monitor the cleaning service provider daily and quarterly evaluation to be conducted. Record keeping of progress on achievement of the performance indicators must be kept.

21. COMMITMENT LETTER

- a) Any bidder who is sourcing goods or services from a third party must submit the "Commitment Letter" in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid or before the award.
- b) The Gauteng Department of Health reserves the right to verify any information supplied by the bidder in the Commitment Letter and should the information be found to be false or incorrect, the Gauteng Department of Health will exercise any of the remedies available to it in the bid documents.
- c) The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the Gauteng Department of Health.

22. SUPPLIER DUE DILIGENCE

- a) The Gauteng Department of Health reserves the right to conduct supplier due diligence prior to final award of the tender or at any time during the tender period. This may include a bidder presentation or site visit.

23. THE CONDITIONS OF THE BID AWARD

- a) The Gauteng Department of Health reserves the right to award or cancel the tender.



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- b) The Gauteng Department of Health reserves the right to award the bid per Gauteng Department of Health Forensic Pathology Service Cluster and to make three single awards to each of the three clusters, namely Johannesburg Cluster, Pretoria Cluster and Germiston Cluster.
- c) Any bidder may be awarded more than one Gauteng Department of Health Forensic Pathology Service Cluster, if the bidder scored the highest points out of 100 for each cluster that the bidder tendered for, provided that the bidder has the capacity to deliver the cleaning service at all the clusters to be awarded.
- d) The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted/market range.
- e) The Gauteng Department of Health will award the contract to service providers that are compliant with UIF. Proof of payment to UIF for each Employee will be required monthly prior to invoice payment.
- f) All Products and Equipment must be of good quality and SABS or SANS approved.
- g) All Cleaners will be required to be trained in healthcare cleaning services within one month upon award of the tender.

24. COUNTER CONDITIONS

- a) 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.

25. FRONTING

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



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26. CONTRACT PERIOD

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

27. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

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

28. LATE BIDS

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

29. COSTS

- a) 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 Bid.

30. AWARD REPORTING

Historical Data:

All successful bidders are required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:

Gauteng Department of Health, Directorate: Acquisition and Contract Management

31. REQUEST FOR CLARIFICATIONS

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

32. ENQUIRIES



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TECHNICAL ENQUIRIES:

Mr. Nkosi Musawakhe

Email: Musawakhe.Nkosi@gauteng.gov.za

SCM ADMINISTRATIVE ENQUIRIES:

Mr. Mzimkhulu Gunundu / Jerry Phukuje

Email: Mzimkhulu.Gunundu@gauteng.gov.za / jerry.phukuje@gauteng.gov.za



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

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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

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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
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12. Transportation
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21. Delays in the supplier's performance
22. Penalties
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

- 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)