



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	
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CLOSING DATE		CLOSING TIME	
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TENDER BOX LOCATION
GAUTENG DEPARTMENT OF HEALTH, GROUND FLOOR, 11 DIAGONAL STREET, NEWTOWN, JOHANNESBURG

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
GAUTENG DEPARTMENT OF HEALTH, GROUND FLOOR, 11 DIAGONAL STREET, NEWTOWN, JOHANNESBURG
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GDoH Tender Box is generally open 24 hours a day, 7 days a week for unbulky tenders. NB: All the bulky tenders must be handed over at the Tender Issue Desk and receipt of acknowledgement will be issued from 8:00 to 4:30 during the week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

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



Provincial Supply Chain Management

Request for Proposal

Page 2 of 4

PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

Request for Proposal

Page 3 of 4

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



Provincial Supply Chain Management

Request for Proposal

Page 4 of 4

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The RFP forms 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 RFP forms and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

Page 2 of 2

acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to the address as indicated on RFP 01 and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box as indicated on RFP 01 before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Bid Commitment and Declaration of Interest	Page 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES		NO	
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- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

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

YES		NO	
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- 2.2.1 If so, furnish particulars:

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- 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:

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3. DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
 Filename:RFP4GPT (SBD4)

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

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

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

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

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

Signature		Date	
Position		Name of Bidder	

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

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Special Conditions	Page 2 of 3

EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

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

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

- Stage One–

- Stage Two–

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

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
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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.

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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

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

ABBREVIATIONS

B-BBEE	: Broad Based Black Economic Empowerment
BAC	: Bid Adjudication Committee
BEC	: Bid Evaluation Committee
BSC	: Bid Specification Committee
CKS	: Co-ordinating Specifications.
CSD	: Central Supplier Database
EME	: An exempted micro enterprise in terms of the code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
GCC	: General Conditions of Contract
GDoH	: Gauteng Department of Health
GPT	: Gauteng Provincial Treasury
ISO	: International Standards Organization / Organization for Standardization
PPPFA	: Preferential Procurement Policy Framework Act
PPR	: Preferential Procurement Regulations
QSE	: A qualifying small business enterprise in terms of the code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
RFP	: Request for Proposal
SABS	: South Bureau of Standards
SANAS	: South African National Accreditation System
SANS	: South African National Standards
SCC	: Special Conditions of Contract
SLA	: Service Level Agreement
TCC	: Tax Clearance Certificate
VAT	: Value- Added Tax



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

1. PURPOSE

The purpose of this tender is to appoint prospective bidder/s for the supply and delivery of nurses' uniform to Gauteng Department of Health for a period of three years (36 months).

2. BACKGROUND

The Gauteng Department of Health is tasked with procuring and providing nurses' uniform for all nurses employed by Gauteng Department of Health. The aim is to create a contract to eliminate the lengthy processes of procuring through Request for Quotation and achieve the economics of scale by purchasing from the contract.

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 53 of 2003 as amended by Act 46 of 2013
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Preferential Procurement Policy Framework Act no. 5 OF 2000
- d. Preferential Procurement Regulations, 2022
- e. Open Tender Framework of 2022



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

- 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. Protection of Personal Information Act of 2013 (Act 4 of 2013)

3.4. Applicable Quality Standards

All items should comply with the quality standards as stated in the bid document.

If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) specifications, the Department will verify the authenticity of the product submitted during sample evaluation. SANS, SABS AND CKS specifications will be for the account of the prospective bidder. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.

- a) SANS 1540:2015
- b) SANS 1362:2018
- c) SANS 10371:2019
- d) SANS 136:2008:2



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

4. FORMAT OF BID SUBMISSION

The bidders are requested to observe the format in which the bid must be submitted, as per Table 1 below.

Table 1: Format of Bid Submission

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, duly completed, signed where applicable and submitted. Mandatory SBD Documents: 1. SBD 01: Invitation to Bid 2. SBD 4: Bidder's Disclosure Non-mandatory documents : 3. 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 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. 4 Central Supplier Database (CSD): Registration Summary Report. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number). 5. Valid letter of Commitment



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

Part 2	Other required documents: a. Company profile.
Part 3	Section 2: Financial Proposal of the tender. Completed Pricing Schedule document, referred to as Annexure A. Completed electronic copy in Excel format (not PDF), captured and saved on a USB or memory stick. Mandatory documents: 1. SBD 3.1: Price Schedule - Goods 2. Annexure A: Pricing Schedule Non- mandatory documents: . SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2022. . Failure by the bidder not to submit proof or documentation required in terms of this tender, will forfeit preference points for specific goals.

6. PRODUCT REQUIRED

Products required are in the attached **Annexure A** and listed below.

1. Female manager blouse (short sleeve): White
2. Female manager blouse (long sleeve): White
3. Female cardigan: Maroon
4. Female A-line dress with zip: White
5. Female tunic style pleated dress: White
6. Female straight cut tunic style dress with square neckline: White
7. Female straight cut long pants: Maroon
8. Female straight cut long pants: White
9. Female tapered cut long pants: Maroon
10. Female tapered cut long pants: White



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

11. Female pencil skirt with elastic: Maroon
12. Female pencil skirt: Maroon
13. Female A-line skirt (with waistband no loops): Maroon
14. Female straight cut skirt: Maroon
15. Female: Tailored Dress Jacket short (long sleeve): Maroon
16. Female: Tailored Dress Jacket short (short sleeve): Maroon
17. Female: Tailored Dress Jacket Regular (long sleeve): Maroon
18. Female: Tailored Dress Jacket Regular (short sleeve): Maroon
19. Female tops short sleeve: White design 1
20. Female tops short sleeve: White design 2
21. Male cardigan: Maroon
22. Male straight cut pants: Maroon
23. Male straight cut pants: White
24. Male tapered cut long pants: Maroon
25. Male tapered cut long pants: White
26. Male dress shirt long sleeve Managers: White
27. Male dress shirt short sleeve Managers: White
28. Male service tops short sleeve: White Design 01
29. Male tops short sleeve: Design 02
30. Male: Tailored dress Jacket short (long-sleeve): Maroon
31. Male: Tailored dress Jacket short (short-sleeve): Maroon
32. Male: Tailored jacket Regular (long sleeve): Maroon
33. Male: Tailored dress Jacket Regular (short sleeve): Maroon
34. Female court shoes 50mm Heal Narrow: Brown
35. Female court shoes 50mm Heal Wide: Brown
36. Female service shoes Narrow: Brown
37. Female service shoes Medium: Brown
38. Female service shoes Wide: Brown
39. Male dress/service shoes Narrow: Brown
40. Male dress/service shoes Medium: Brown
41. Male dress/service shoes Wide: Brown
42. Unisex Outdoor/Indoor field jacket
43. Unisex service tops short sleeve: White Design 01
44. Unisex tops short sleeve: Design 02
45. Leather Belts: Unisex

Annexure B (Normative), Annexure C (Normative) and Annexure D (Normative),



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

7. THE EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022 in two stages: The evaluation of bids will be in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), and the Preferential Procurement Regulations, 2022 (PPR).

The evaluation of the bids will consist of a two-stage process as per the PPR, 2022

- The first stage of the evaluation of bids will consist of Mandatory Administrative Compliance and Functionality Evaluation (Desktop, Sample evaluation, Due diligence). During the Functionality Evaluation stage, bids that do not meet the minimum criteria or threshold for functionality will be disqualified and will not be considered for the second stage of evaluation.
- The second stage: Price and Preferential Points Evaluation - evaluation will use either 80/20 or 90/10 preference point system and that the lowest acceptable tender will be used to determine the applicable preference point system.

Stage 1A: Mandatory Administrative Compliance

Stage 1B: Functionality Evaluation

Stage 1C: Sample Evaluation

Stage 1D: Due Diligence - Site Visit Evaluation

Stage 2: Price and Preferential Points Evaluation

Bids will be evaluated either on an 80/20 preference point system for projects less than R50 million including all applicable taxes or 90/10 preference point system for all projects above R50 million including all applicable taxes and that the lowest acceptable tender will be used to determine the applicable preference point system in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE

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

Table 2: Administration compliance

Submit signed and duly completed SBD forms:	Submitted Yes/No
1. SBD 01: Invitation to Bid	
2. SBD 4: Bidder's Disclosure	
3. SBD 3.1 Price Schedule - Goods	
4. Annexure A: Specifications and Pricing Schedule	

STAGE 1B: FUNCTIONALITY EVALUATION

Only bidders who have complied with all the mandatory administrative requirements will be considered for the functionality evaluation.

Bidders must observe and refer to the tender specifications of the The Supply and delivery of nurses' uniform to Gauteng Department of Health for a period of three years, **See attached Annexure A**

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for functionality, based on the criteria, as per Table 3: The Functionality Evaluation Scoring Table for the supply and delivery of nurses' uniform to the Gauteng Department of Health for a period of three years.

Bidders must, as part of the bid documents, submit supporting documents for all functionality requirements, as indicated further below.

The minimum threshold score of 60 points out of 90 points for functionality shall apply.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

Bids will be declared non-responsive and set aside, if such a bid does not meet the threshold of 60 points.

Table 3: The Functionality Evaluation Scoring

No.	Criteria	Scoring Points	Points Allocated
1.	a) Proof of Building or working premises	Municipal account with the company name or a copy of title deed company name/consortium/directors or A lease agreement/ letter of agreement signed by both parties stating the duration. (5 points) No proof provided (0 points)	10
	b) Proof of a minimum of two vehicles capable to deliver goods services (e.g., bakkie or panel van)	Bidder to submit eNatis certificate for each transport as proof of ownership or A lease agreement / letter of agreement signed by both parties Stating the number of leased vehicles and duration of the lease Two or more vehicles (5 points) One vehicle (3 points) No proof provided (0 points)	
2.	Capacity to deliver: a. bidders to indicate capacity to manufacture or distribute / supply and deliver the nurses' uniform as per the specification. (15 points)	Bidder to submit the following to score points; 1. A minimum of 10 staff members / team for the production line. An organogram with all the employees and CVs will suffice, (5 points)	25



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

		• Less than 10 staff members 0 point. 2. A list of industrial tools of trade for manufacturer. (branding, printing, labelling and manufacturing) (5 points) or if the bidder is the distributor, A copy of an SLA or letter of agreement from the source of supply to be submitted. signed by both parties (5 points). 3. If a bidder is the manufacturer, bidder to indicate ordering method/s with the source of supply for raw material. (5 points) Or If a bidder is a distributor, bidder to indicate ordering method/s with the manufacturer/wholesaler (5 points) • 0 points for a bidder that does not indicate ordering methods	
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GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

	b. Indicating how to meet lead time in case of high demand (10 points)	- Contingency plan during Labour unrest / load shedding (10 points) - No contingency plan (0 points)	
3.	a) Relevant number of years of experience: Bidder must submit copy of previous contracts or appointment letters or purchasing order with letter head indicating number of years of experience in manufacturing and / or distribution, supplying and delivering uniform.	5 years and more of experience (10 points) 4 years but less than 5 years (8 points) 3 years but less than 4 years (6 points) 2 years but less than 3 years (4 points) 1 year but less than 2 years. (2 points) less than 1 year of experience. (1 point) 0 year of experience (0 points)	10
4.	a) Quality assurance processes: Bidder to provide quality assurance processes plan addressing quality workmanship (e.g. stitches, button holes)	The plan must include the following; Cutting (5 points) Marking (5 points) Trim (5 points) Packaging (5 points) Labelling (5 points) Sizes and colour coding (5 points) Patterns (5 points) Nothing submitted 0 points.	35



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

5.	a) Contactable reference letters for supply of uniform: Bidder must provide contactable reference letters on the letterhead from private or public sector in South Africa (not older than 10 years)	5 letters and more = 10 points 4 Reference letters = 8 points 3 Reference Letters = 6 points 2 Reference Letters = 4 points 1 Reference Letter = 2 points No Reference Letter submitted = 0 Points	10
Total			90
Threshold			60

NB: The Department reserves the right to verify the information provided above.

STAGE 1C: SAMPLE EVALUATION

Only bidders who complied with the functionality evaluation will be considered for the sample evaluation. All such bids received will be subjected to a mandatory sample evaluation. Shortlisted bidders will be contacted to submit samples within 14 calendar days, failure to submit within these days shall invalidate the bid and not be considered for next stage of evaluation.

Bidders must complete the RFP 10.1: Supply of Samples and attach it to the bid document.

Samples

Bidders must submit at least one new sample that is still sealed and unopened in the original packaging for the sample evaluation – uniform and shoes.

Leather Belts: Unisex – three pre-production sample belts of different size designation will be requested for evaluation purposes.

Sample will be evaluated as indicated on specification on **Annexure A**

The Department reserves the right to request the shortlisted compliant bidders to submit one sample for each item for further testing at Medical Supplies Depot.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

All the samples must be delivered at Medical Supplies Depot for testing purposes.

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

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

All items with a Logo as specified in the specification found not to have the nursing lamp and Department of Health Logo according to the approved specifications and standards, will not be considered.

The bidders must submit a signed Certificate of Compliance per product to certify that the material / product offered, complies with any of the following specifications: SANS, CKS, ISO. The item number and relevant specification must also be indicated (for example, item 200: SANS 469). In the absence of valid SANS mark, the test samples must be submitted to SABS.

Submission of Samples

Samples will be requested from the shortlisted bidders.

Bidders must submit valid test reports as per item specification. Certificates and tests reports must not be older than 12 months. Bids in respect of items for which samples were not submitted will be disregarded. It will not serve any purpose to bid for items for which samples cannot be submitted.

All samples must be delivered directly to the following address:

Medical Supplies Depot
Store 3
35 Plunkett Ave
Auckland Park

Bidders box samples must be marked using the format, e.g., 1 of 3, 2 of 3, 3 of 3 etc. this is imperative to ensure the total number of sample boxes delivered is accounted.

SAMPLES MUST BE CLEARLY MARKED:

- Item description
- RFP Item number
- Name of the company



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

Samples must comply with all legal prescripts.

These are the items with images in Annexure A: Specifications and Pricing Schedule 21- 30; 31- 40; 41-50; 61- 80; 81-100; 201 -210; 211-230;231-250; 251-260; 261-270; 271-280; 281-290;541-548.

Please note, there are no images for other items.

No samples must be sent to the Department of Health at 45 Commissioner Street Johannesburg.

Pre-award sample compliance

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

Packaging and marking of samples.

Samples that are submitted by the bidders or requested by the Department of Health for evaluation must be submitted and marked according to the following requirements: A list of the samples must be attached.

Samples must be placed on a suitable packaging and clearly marked on the outside as follows: Item description; The RFP item number; name of the company.

All samples including the labelling requirements must be a true representation of the product that will be supplied during the contract period.

Proposals not supported by availability of samples, when requested, will be disregarded when not submitted.

In addition, the bidders will be requested to demonstrate compliance to the relevant Standards and Specifications.

Upon notification of being successful, bidders will be requested to provide one additional sample to be retained by the Department of Health for the duration of the contract period.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

STAGE 1D: DUE DILIGENCE - SITE VISIT EVALUATION

Only bidders who complied with the sample evaluation criteria threshold will be considered for the site evaluation as per Table 4.

During this stage bidders' due diligence will be done to ensure capacity and competence.

The Department of Health reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the BEC at their sites co-operate with them and furnish the information they require. Bidders' site must conform to the requirements of the Department Site Visit Record.

The minimum threshold score of 18 points out of 30 points for site visit shall apply.

Bids will be declared non-responsive and set aside, if such a bid does not meet the minimum threshold of 18 points.

Table 4: Site Visit Evaluation Criteria

Criteria	Scoring/ Values	Points
a) Proof of human resource documents (staffing) (file with CVs, ID copies or appointment contracts)	a. Proof of evidence provided (5 points) b No proof provided (0 points)	5
b) Functional sewing machine	a. Existence of the Sewing machine • 5 machines, (5 points) • 4 machines, (4 points) • 3 machines, (3 points) • 2 machines and less, (0 points) or b. SLA and existence at the 3 rd party premises with • 5 machines, (5 points) • 4 machines, (4 points) • 3 machines, (3 points)	5



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

	• 2 machines and less, (0 points) c. No proof and no plan, (0 points)	
c) Cutting tables	a. Proof provided • 5 cutting tables, 5 points. • 4 cutting tables, 4 points • 3 cutting tables, 3 points • 2 cutting tables and less, 0 points. or b. SLA and existence at the 3rd party premises • 5 cutting tables, 5 points. • 4 cutting tables, 4 points • 3 cutting tables, 3 points • 2 cutting tables and less, 0 points. c. No proof and no plan (0 points)	5
d) Existence of road worthy transport owned or leased by the bidder (with roadworthy certificate).	a. Proof provided (5 points) b. No proof and no plan (0 points)	5
e) OHS compliance, minutes of meetings, OHS committee representatives	a. Compliance Certificate of the building (OHS) (5 points) b. No proof (0 points)	5
f) Building / working premises complying with the health and safety standards	a. Occupancy Certificate (5 points) b. No proof (0 points)	5
Total		30
Threshold		18



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

Bids will be declared non-responsive and set aside, if such a bid does not meet the minimum threshold of 18 points.

STAGE 2: PRICE AND SPECIFIC GOALS POINTS EVALUATION

Bids will be evaluated in accordance with the prescripts 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 R 50 million and 90/10 point split for projects above R 50 million, where points are allocated as follows:

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

Bidders are referred to:

- The SBD 3.1 Price Schedule - Goods
- The SBD 3.2 Non-firm price.
- Annexure - A for Specifications and pricing schedule and
- The SBD 6.1 Preference Point claim form.

For this tender the Gauteng Department of Health will promote as follows:

Valid Commitment letter:

A valid copy of the Commitment Letter, if the bidder is the original product manufacturer;
or

If the bidder is not the original product manufacturer, a valid copy of the Commitment Letter as well as a valid copy of the letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product must be submitted together with the bid documents.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

Table 5. Point allocation for price and Specific Goals

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

A maximum of 20 or 10 points shall be awarded to a bidder/s in respect of the RDP goals

Table 6. Specific goals point allocation

PRICE AND SPECIFIC GOAL REQUIREMENTS	PREFERENCE POINT SYSTEM 80/20	PREFERENCE POINT SYSTEM 90/10	DOCUMENTARY PROOF REQUIRED
POINTS FOR PRICE	80	90	SBD 3.1
POINTS FOR SPECIFIC GOAL (1): 8.3 (a) The Department will promote enterprises with 51% owned by historically disadvantaged individuals	6	3	ID/CSD/B-BBEE/CIPC registration documentation
8.3 (c) Local production and content	8	4	Signed confirmation letter on a letter head from Manufacturer. Manufacturing certificate
POINTS FOR SPECIFIC GOAL (2): 8.3 (b) (2.5) Job creation particularly for the unemployed or young people including the recruitment of long-term, job seekers and people with disability	6	3	Complete special condition RFP 05GPT, page 3 of 3
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	100	

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

SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

The GDoH reserves the right, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required.

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

9. LOCAL PRODUCTION AND CONTENT

The new Regulations require organs of state to also consider specific goals stipulated in the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994 and provides for points to be awarded for specific goals. Local Content, local procurement or local manufacturing is included as a specific goal for designated products and points be allocated within the parameters created by the 2022 PPR.

To give effect to the above requirement the Textiles, Clothing, Leather and Footwear sector has designated for local production and content. All products mentioned in this specification must be produced in the Republic of South Africa.

10. SPECIAL CONDITIONS

10.1 THE COMPLETION OF THE SPECIFICATIONS AND PRICING SCHEDULE

Bidders are required to complete the Specifications and Pricing Schedules for all items, as follows:

Specifications and Pricing Schedules:

The bid prices should be per item and inclusive of VAT as indicated on the pricing schedule.

Non-compliance with this condition shall invalidate the bid.

Product information documents (e.g. catalogues, brochure, etc.), in at least the English language, may accompany the bid documents were the bidder deem it relevant.

It is the responsibility of the bidder to provide the participating department with adequate information on all products.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

10.2 SUBMISSION OF BID DETAILS AND DEADLINE

All the completed and signed tenders must be submitted before or on the closing date of the tender and not later than 11h00 local time.

Completed and signed tenders must be submitted at the tender box at:

**Gauteng Department of Health
Tender Office at Ground Floor:
11 Diagonal Street
Newtown
Johannesburg**

The bidders must submit the original bid in hard copy format (paper document). The hard copy of the bid response will serve as the legal bid document and must be signed in ink.

The bidders must ensure that there are no discrepancies between the electronic copy and original hard copy submissions. The Gauteng Department of Health reserves the right in its sole discretion to discard a bid, if there are discrepancies between the hard copy and the electronic (soft) copy. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.

The original RFP06 GPT (SBD 3.1) - Price schedule must be included, as well as an electronic copy in Excel format (not PDF), captured and saved on a USB or memory stick. The electronic copy in Excel format must be used by the BEC to compile the evaluation worksheets of the bids.

Each original bid with the USB or memory stick must be submitted in a separate, sealed envelope to Gauteng Department of Health, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

10.3 LATE BIDS

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

10.4 THE BID AWARD CONDITIONS

Each item will be awarded to the bidder whose bid scored the highest combined price and specific goals points out of 100 per item.

The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market-related price.

A contract may be awarded to a tender that did not score the highest points only in accordance with section 2(1) (f) of the Act. Preference will be given to bidders that manufacture in South Africa.

The Gauteng Department of Health reserves the right to appoint more than one supplier

The service provider must be registered in terms of section 23 (1) or 23 (3) of the Value-Added Tax Act, 1991 (Act no. 89 of 1991).

All bid prices must be inclusive of 15% Value-Added Tax (VAT), as per section 9 of the Value-Added Tax Act, 1991 (Act no. 89 of 1991).

A printout via SARS eFiling of a valid Tax Clearance Certificate (TCC), certifying that the taxes of the bidder are in order and / or the Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid

In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate TCC and / or PIN.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

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

Lease agreement should be for a period of three years and should be renewable if the contract is extended.

10.5 BRANDING AND PRINTING

Bidders must comply with the branding and printing requirements as stated on each line item of the specifications.

In the event where a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.

Contractors are not allowed to deliver a different brand other than the brand awarded to them prior to an approval of brand change from Department of Health, Contracts Management.

10.6 POLICIES & PROCEDURES

The successful contractor must always comply with the Gauteng Department of Health policies and procedures as well as maintain a high level of confidentiality of information.

10.7 COSTS

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 and samples.

10.8 GUARANTEE

The contractor shall fully guarantee all items against manufacturing defects due to factory defaults. Contractors are obliged to refund or replace the failed, unsafe and defective goods without any charges.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

10.9 MANUFACTURING

If the bidder is not the manufacturer, the bidder will be required to submit a letter or Certificate from the original product manufacturer, reseller or wholesale supplier that authorizes the bidder to resell. The bidder must observe the manufacturing process. The bidder must verify the progress with the manufacturing of the items prior to delivery.

The purpose of the inspection is to ensure faithful adherence to specifications, quality standards, and the completion of the manufacturing process.

10.10 SAMPLES

Bidders must submit at least one new sample that is still sealed and unopened in the original packaging for the sample evaluation.

The Department reserves the right to request the shortlisted compliant bidders to submit one sample for each item for further testing at Medical Supplies Depot.

All the samples must be delivered at Medical Supplies Depot for testing purposes.

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

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

All items with a Logo as specified in the specification found not to have the nursing lamp and Department of Health Logo according to the approved specifications and standards, will not be considered.

Submission of Samples

Samples will be requested from the shortlisted bidders.

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

All samples must be delivered directly to the following address:

Medical Supplies Depot
Store 3
35 Plunkett Ave
Auckland Park

Bidders box samples must be marked using the format, e.g., 1 of 3, 2 of 3, 3 of 3 etc. this is imperative to ensure the total number of sample boxes delivered is accounted.

No samples must be sent to the Department of Health at 45 Commissioner Street Johannesburg.

Pre-award sample compliance

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

Packaging and marking of samples.

Samples that are submitted by the bidders or requested by the Department for evaluation must be submitted and marked according to the following requirements: A list of the samples must be attached.

Samples must be placed on a suitable packaging and clearly marked on the outside as follows: Item description; The RFP item number; Name of the company.

All samples including the labelling requirements must be a true representation of the product that will be supplied during the contract period.

Proposals not supported by availability of samples, when requested, will be disregarded when not submitted.

In addition, the bidders will be requested to demonstrate compliance to the relevant Standards and Specifications.

On notification, of being successful bidders, the bidders will be requested to provide one additional sample to be retained for the contract period.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

Quality

Where specific specifications and/ or standards are applicable on materials supplies, the quality of products shall not be less than requirements of the latest edition of such specifications and / or standards. Bidder's attention is drawn to paragraph 8 of the General Conditions of Contract regarding inspection, tests and analysis. All items to comply with the provided specification.

The successful bidder/s will be required to submit samples upon request at the bidder's costs.

All samples submitted must be a true representation of the item that will be offered during the contract period. Failure to comply will lead to contract termination with immediate effect.

Unsuccessful bidders who have submitted samples might be requested to collect such items within 3 months of the commencement of the contract. Samples not collected within this 3-month period will be disposed of at the discretion of the department. Bidders may be held responsible for disposal costs incurred by the department.

10.11 INVOICING

Invoice/s in duplicate, showing purchase order number, item description, and the contract number, on the copy and the original. The original must be sent to the Gauteng Department of Health Finance and one copy to the End-User.

10.12 PRICE QUALIFICATION

All prices must include free delivery to various Gauteng Health Institutions. Please note that non-compliance with the afore mentioned shall invalidate the bid.

The Gauteng Department of Health 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 Department of Health to engage contractors in price adjustment negotiations/reviews. Failure to be competitive will result in cancellation of the contract.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

10.13 USE OF FLUID CORRECTING SUBSTANCES (TIPPEX)

The use of tippex or any corrective fluid is strictly prohibited and will result into disqualification of bidder from the process.

10.14 PERIOD OF VALIDITY

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.

10.15 THE CONTRACT

The contract will be legally constituted once the Department has notified the successful Bidder of the acceptance of the Bid and the Bidder has fully complied with all terms and conditions contained therein.

10.16 VALID COMMITMENT LETTER

Any bidder who is sourcing goods or services from a third party must attach "Commitment Letter" for goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.

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.

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.

10.17 COUNTER CONDITIONS

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

10.18 FRONTING

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.

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.

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.

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.

10.19 COMMUNICATION

The Directorate: Acquisition and Contracts Management, Gauteng Department of Health may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

Any communication to any government official or a person acting in an advisory capacity for the Gauteng Department of Health in respect of this bid between the closing date and the award of the bid by the bidder must be done in writing.

10.20 CONTRACT PERIOD

The contract period shall be for a period of 3 years.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

10.21 PARTICIPATING DEPARTMENTS / INSTITUTIONS

All Gauteng Department of Health institutions will be participating on this tender.

10.22 POST AWARD PARTICIPATION

In terms of Treasury Regulation 16A6.6 Accounting Officer/Accounting Authority may, on behalf of the department, constitutional institution or public entity, participate in any contract arranged by means of a competitive bidding process by any other organ of state, subject to written approval of such organ of state and the relevant contractors.

10.23 CONTRACT ADMINISTRATION AND SUPPLIER PERFORMANCE MANAGEMENT

The administration and facilitation of the contract will be the responsibility of Gauteng Department of Health, Contract Management and all correspondence in this regard must be directed to the following address:

The Directorate: Acquisition and Contract Management, Gauteng Department of Health, Life Centre Building, 45 Commissioner Street, Marshalltown, 2107.

Contractors must advise the institutions or Directorate: Acquisition and Contract Management, Gauteng Department of Health immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

The day-to-day monitoring of the contractor must be done by the health institutions where the service are rendered is rendered.

10.24 SERVICE LEVEL AGREEMENT (SLA)

The Service Level Agreement template included in the bid pack will form part of the contract documents to be signed off by the successful bidder.

No other agreements except the Service Level Agreement template will be signed with the contractor, contractor's finance house, dealerships or sub-contractors. The Service Level Agreement must be signed by both parties. Two copies of the Service Level Agreement must be signed.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

10.25 SUPPLIER DUE DILIGENCE

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, sample evaluations or site visits.

10.26 PURCHASE ORDERS

Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.

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 authorised order form has been received from the Gauteng Department of Health

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.

10.27 DELIVERY LEAD TIMES

Successful bidders must deliver within 30 days from the day of receiving a purchase order form the buying institution.

10.28 TEMPERATURE REQUIREMENTS

All washable items supplied must be able to sustain 40⁰ C (Degrees Celsius) temperature during the process of drying or washing.

10.29 CUSTOMER SERVICE

Bidders are anticipated to provide a technical support programme / initiative that will benefit the GDoH. Bidders are anticipated to provide after sales service support programme / initiative that will benefit the GDoH.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT GT/GDH/026/2024: SUPPLY AND DELIVERY OF NURSES' UNIFORM TO GAUTENG DEPARTMENT OF HEALTH FOR A PERIOD OF THREE YEARS.

10.30 PRICE ADJUSTMENT

Unless prior approval has been obtained from Contract Management, no adjustment in contract prices will be made.

Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

Contract price adjustment applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

In the event where the supplier's Contract price adjustment application, based on the above formula and parameters, differs from Contract Management's verification, Contract Management will consult with the supplier to resolve the differences.

10.31 POST AWARD REPORTING

Historical Data:

All successful bidders may be required to submit historical value and volume reports via e-mail on a quarterly basis to:
Gauteng Provincial Government

10.32 TECHNICAL ENQUIRIES

All technical queries must be emailed to:

Dr Tracey De Klerk

E-mail: tracey.deklerk@gauteng.gov.za

Bidding processes must be emailed to:

Ms. Thabisile Matsebula

E-mail: thabisile.matsebula@gauteng.gov.za

GT/GDH/026/2024 Annexure B**(Normative)****Special conditions of tender**

- B-1.1** Unless otherwise stated, the South African Bureau of Standards shall be the inspecting authority.
- B-1.2** Three pre-production sample belts of different size designations, shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. Each one of these sample belts shall be accompanied by a trim chart containing a sample of each component material (as given in Excel document) and the relevant certificates (if relevant). It shall be the duty of the manufacturer to give adequate notice to the inspecting authority of the availability of these samples.
- B-1.3** The belts shall be subject to inspection during the course of manufacture. The inspector shall, during normal working hours, be given all reasonable facilities for carrying out his duties and shall have the right of entry into the contractor's factory and the factory or works of any subcontractor where work on belts supplied to this specification may be in progress.
- B-1.4** The contractor shall inspect the finished belts for compliance with the specification before submitting them to the inspecting authority for final inspection.
- B-1.5** Before acceptance, the belts shall have been inspected and tested by the inspecting authority and found to comply with the requirements of the specification.

Annexure C
(Normative)
CKS 129 Colours

Due to the fact that colours can change over a period of time, any colour standard which has been registered for a period of SEVEN YEARS or more shall be considered obsolete. These standards shall then be allocated an archived status (as opposed to current status) and re-registration shall be required.

A. The following scenarios require a submission of leather from the successful tenderer:

1. A colour standard is archived.
2. First time registration is required (CKS 129:1985: 5)
3. Colour swatch stock at the SABS is no longer available.

B. Requirements for the submission of leather as identified in A:

1. The colour shall be as agreed upon between the DoH and the successful tenderer.
2. The fabric shall be used to make new colour swatches which shall be the responsibility of the SABS.
3. The cost of the three metres of fabric shall be incorporated in the relevant tender submission.

GT/GDH/026/2024 Annexure D

(Normative)**Plating requirements****A.1 Polishing**

The polishing shall:

- ◆ be carried out prior to the plating of the buckles
- ◆ be carried out until an acceptable smooth and even surface is obtained

A.2 Electroplating

The significant surface, reverse of buckle and prongs shall be electroplated with the following

A.2.2 Nickel Electroplating

- ◆ be electroplated with a uniform deposit
- ◆ **nickel plating** to comply with the requirements as given in SANS 136:2008 / ISO 1458:1988
- ◆ acceptable match to the colour of the sample held by the South African Revenue Service
- ◆ have no contact marks from the electroplating process
- ◆ render a clean surface
- ◆ adhere firmly to the base metals
- ◆ when viewed at a distance of 350 mm, be free from the following defects
 - blisters, pits, roughness, cracks, stains, discolouration, mechanical damage

The thickness of the coating shall be:

- ◆ 5µ m at any point

**SERVICE DESCRIPTION**

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

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

AND

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

AND WHEREAS

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

AND WHEREAS

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

Table of Contents

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

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

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

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

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

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

page one hereof.

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

2. DURATION AND TERMINATION

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

3. OBLIGATIONS OF THE SUPPLIER

3.1 DELIVERY AND INSTALLATION

3.1.1 The Supplier undertakes to:

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

3.2 MAINTENANCE

The Supplier undertakes to:

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

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

3.3 PRODUCT SUPPORT

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

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

3.4 TRAINING

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

3.5 INDEMNITY AND INSURANCE

The Supplier hereby:

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

3.6 SUBCONTRACTING

It is recorded that:

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

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

3.7 **CONFIDENTIALITY**

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

4. **OBLIGATIONS OF THE END - USER**

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

5. **BREACH**

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

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

6. PAYMENT

The End – User shall pay the Supplier:

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

7. NOTICES AND DOMICILIA

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

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

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

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

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

7.3 Any notice shall be deemed to have been given:

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

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

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

8. GENERAL

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

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

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

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

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 2017.

END USER

WITNESSES

1. _____

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2017.

SUPPLIER

WITNESSES

1. _____

2. _____



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)