

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

NOTES

THE TENDER BOX IS OPEN

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

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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



Provincial Supply Chain Management

INVITATION TO BID

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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

INVITATION TO BID

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

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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INVITATION TO BID

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 1 of 4

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	INSTRUCTION TO BIDDERS	Page: 2 of 4

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	INSTRUCTION TO BIDDERS	Page: 4 of 4

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	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 (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	POINT SYSTEM	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State Institution

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

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

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

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

2.2.1 If so, furnish particulars:

--

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

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

2.3.1 If so, furnish particulars:

--

3 DECLARATION

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

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

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

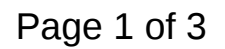
	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 3 of 3

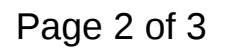
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or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

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

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

Signature		Date	
Position		Name of the Bidder	





2024/11



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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BIDDERS JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR (GT/GDH/027/2025) THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DENTAL LABORATORY SERVICES FOR GAUTENG ORAL HEALTH INSTITUTIONS AND ACADEMIC ORAL HEALTH CENTRES FOR A PERIOD OF THREE YEARS

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GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR (GT/GDH/027/2025) THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DENTAL LABORATORY SERVICES FOR GAUTENG ORAL HEALTH INSTITUTIONS AND ACADEMIC ORAL HEALTH CENTRES FOR A PERIOD OF THREE YEARS

ABBREVIATIONS:

B-BBEE:	Broad-Based Black Economic Empowerment
CSD:	Central Supplier Database
CV:	Curriculum Vitae
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
EME:	Exempted Micro Enterprise
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
POPI:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
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 African Bureau of Standards
SADTC:	South African Dental Technicians Council
SANS:	South African National Standards
SAHPRA:	South African Health Product Regulatory Authority
SARS:	South African Revenue Service
SCC:	Special Conditions of Contracts
TCS:	Tax Compliance Status
VAT:	Value- Added Tax



GAUTENG PROVINCE
HEALTH
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TERMS OF REFERENCE FOR (GT/GDH/027/2025) THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DENTAL LABORATORY SERVICES FOR GAUTENG ORAL HEALTH INSTITUTIONS AND ACADEMIC ORAL HEALTH CENTRES FOR A PERIOD OF THREE YEARS

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1. PURPOSE

The purpose of this tender is to acquire service providers for the manufacturing of fixed dental prostheses, removable dental prostheses, maxillofacial prostheses, orthodontic fixed and removable appliances, implant prostheses, surgical guides, and occlusal splints for the Gauteng Oral Health Institutions and Academic Oral Health Centres.

2. BACKGROUND

2.1 Oral Health Centres

The Academic Oral Health Centres (Sefako Makgatho Health Sciences University, University of Pretoria and the University of the Witwatersrand) provide basic and specialized dental services to a vast population of patients in the greater Gauteng areas. Due to the high demand for prostheses fabrication and large patient volumes, the demand cannot be met by in-house laboratories. The prostheses and appliances required for patient treatment are highly specialized and require very specific equipment for fabrication.

The Academic Oral Health Centres of the Gauteng Department of Health hereby request permission to obtain a panel of dental laboratories to assist in the fabrication of dental prostheses and appliances, to assist in the overflow of in-house dental laboratory work, and to secure contracts with laboratories.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR (GT/GDH/027/2025) THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR DENTAL LABORATORY SERVICES FOR GAUTENG ORAL HEALTH INSTITUTIONS AND ACADEMIC ORAL HEALTH CENTRES FOR A PERIOD OF THREE YEARS

2.2 District Health Services

The Gauteng District Health Services provide basic and specialized Dental services to all patients. The Department has ninety-eight (98) fixed Oral Health clinics, eighteen (18) dental clinics based in various correctional service facilities, three (3) satellite clinics, and (10) mobile units. The services provided include, but are not limited to, the provision of dentures to geriatric patients, disabled people, and school learners, and interceptive orthodontics.

3. MOTIVATION

3.1 Oral Health Centres

The academic oral health centres of the Gauteng Department of Health have always utilized the services of external laboratories based on their location and the specific services that they render to supply a need in specialized dentistry.

There is a large patient pool serviced by academic oral health centres that range from basic restorative treatment regimens to very complex facial prosthetics for patients. Although the training institutions are driven by refining techniques and training students on an undergraduate and postgraduate platform, the patients are always at the center of best practice and service rendering. The academic oral health centres have a high patient satisfaction rate, which is largely contributed to partnerships with specialized laboratories.

3.2 District Health Services

The dire need for interceptive orthodontic services and denture services is evidenced by the increase in the statistical reports for designated facilities.



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The availability of the contract will enable the clinicians to procure the required prostheses and appliances as and when required, without any service delivery disruptions. This will significantly reduce patients' waiting times for services, thereby enhancing the patients' quality of life.

4. LEGISLATIVE AND REGULATORY FRAMEWORK

4.1 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).

4.2 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.

4.3 Other legal prescripts:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Preferential Procurement Policy Framework Act no. 5 of 2000
- d. Preferential Procurement Regulations, 2022
- e. Open Tender Framework, 2021
- 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)



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- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)

5. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	Section 1: Technical Proposal of the tender All the documents included in Section 1 must be read, completed, signed where applicable and submitted. Application documents should be submitted in English language. 1. SBD 1: Invitation to Bid 2. SBD 4: Bidders Disclosure 3. The Dental laboratory must be registered with the South African Dental Technicians Council (SADTC). Current proof of laboratory registration documents must be submitted with this bid. 4. Technicians must be qualified and be registered with the South African Dental Technicians Council (SADTC). NB Proof of current registration of the technicians must be submitted with this bid/quotation offer. 5. Highly Recommended Briefing Session The bidders are advised to attend a highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. If a bidder does not attend the highly recommended briefing session, the bidder shall not be disqualified.



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	<u>Other documents required</u> 6. Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing. 7. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number). 8. SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2022
Part 2	The supporting documents of proof required for the Functionality Evaluation (see Evaluation Methodology) should be submitted a. Capacity to deliver • Proof of Municipality rates and taxes not older than three months or Current valid lease agreement • Commitment letter for transport b. Track Record: The reference letters on the letterhead of the dental practitioner or the organization of the dental practitioner and signed by the dental practitioner or relevant authority, with contact details of the dental practitioner.



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6. SCOPE OF WORK

- 6.1. The service provider must supply the services to the academic oral health centres and Gauteng Oral Health Institutions.
- 6.2. Services required include but not limited to manufacturing of fixed dental prostheses, removable dental prostheses, maxillofacial prostheses, orthodontic fixed and removable appliances, implant prostheses, surgical guides and occlusal splints.
- 6.3. The specific area of expertise of the laboratory or technicians (e.g., fixed prosthodontics and/or removable prosthodontics and/or implant prosthodontics etc.) should be clearly stipulated.
- 6.4. Bidders must have an established dental laboratory in the province of Gauteng.
- 6.5. If the service is subcontracted to a local agent, a signed copy of the letter of appointment, conditions of the appointment and acceptance must be submitted with this bid / quotation.
- 6.6. Supply the name, address and telephone number/s of the laboratory.
- 6.7. The Dental laboratory must be registered with the South African Dental Technicians Council (SADTC). Current proof of laboratory registration documents must be submitted with this bid.
- 6.8. Technicians must be qualified and be registered with the South African Dental Technicians Council (SADTC). **NB:** Proof of current registration of the technicians must be submitted with this bid / quotation offer.
- 6.9. Bidders must supply a guarantee against poor workmanship and latent defects. The guarantee must also include all quality checks and quality assurance requirements, unless proven that the default is due to negligence by customers.
- 6.10. The bidders should have access to reliable transport for collection and delivery of work when necessary.
- 6.11. The bidders should adhere to a 5 days turnaround time per stage in all procedures.



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7. TECHNICAL SPECIFICATIONS (ANNEXURE A)

Bidders must complete the technical Specification as outlined on annexure A and submit it with the bid as a legal binding document for Service Level Agreement purposes.

8. THE CUSTOMER

8.1 Academic Oral Health Centres

All patients that require specialized services will be treated.

8.2 District Health Services

- 7.1.1 Geriatric patients
- 7.1.2 People with Disabilities
- 7.1.3 School Learners.

9. LIST OF INSTITUTIONS

9.1 Academic Oral Health Centres

- 7.1.4 University of Pretoria Oral Health Centre
- 7.1.5 Sefako Makgatho Oral Health Centre
- 7.1.6 University of the Witwatersrand Oral Health Centre

10. DISTRICT HEALTH SERVICES

Table 2: District Health Services

	GAUTENG HOSPITALS
1	Rahima Moosa Mother and Child Hospital
2	Helen Joseph Hospital
3	Tambo Memorial Hospital



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4	Pholosong Hospital
5	Dr Yusuf Dadoo Hospital
6	Carletonville Hospital
7	South Rand Hospital
8	Chris Hani Baragwanath Academic Hospital
9	Sebokeng Hospital
10	Thelle Mogoerane Hospital
11	Leratong Hospital
12	Kopanong Hospital
13	Bertha Gxowa Hospital
14	Bheki Mlangeni District Hospital
15	Kalafong Hospital
16	Tembisa Hospital
17	Mamelodi Hospital
18	Pretoria West Hospital
19	Tshwane District Hospital
20	Odi Hospital
21	Jubilee Hospital
22	Specialised Hospitals
23	Cullinan Care Rehab
	CORRECTIONAL SERVICES DENTAL FACILITIES
24	Baviaanspoort
25	Zonderwater
26	Kgosi Mampuru
27	Atteridgeville
28	Krugersdorp correctional centre
29	Leeuwkop
30	Johannesburg Correctional services
31	Boksburg



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32	Modderbee
33	Nigel
34	Heidelberg
35	Devon
36	Leeuhof

Table 3: District Health Services

DISTRICT	SUB DISTRICT	FACILITY NAME
Ekurhuleni	GP Ekurhuleni East 1 Health sub-District	Daveyton Main CDC
	GP Ekurhuleni East 1 Health sub-District	Geluksdal Clinic
	GP Ekurhuleni East 1 Health sub-District	Kingsway Clinic
	GP Ekurhuleni East 1 Health sub-District	Phillip Moyo CHC
	GP Ekurhuleni East 1 Health sub-District	Tsakane Clinic
	GP Ekurhuleni East 2 Health sub-District	Duduza Clinic
	GP Ekurhuleni East 2 Health sub-District	Pholosong Clinic
	GP Ekurhuleni East 2 Health sub-District	First Avenue Clinic
	GP Ekurhuleni East 2 Health sub-District	Kwa-Thema CHC
	GP Ekurhuleni East 2 Health sub-District	Alra park
	GP Ekurhuleni East 2 Health sub-District	Nokuthela Ngwenya CHC
	GP Ekurhuleni North 1 Health sub-District	Winnie Mandela Clinic
	GP Ekurhuleni North 2 Health sub-District	Edenvale Clinic
	GP Ekurhuleni North 2 Health sub-District	Tembisa
	GP Ekurhuleni North 2 Health sub-District	Esangweni CHC
	GP Ekurhuleni North 2 Health sub-District	Mary Moodley Memorial CDC
	GP Ekurhuleni North 2 Health sub-District	Northmead Clinic
	GP Ekurhuleni North 2 Health sub-District	Reiger Park Clinic
	GP Ekurhuleni North 2 Health sub-District	Tambo Memorial
	GP Ekurhuleni South 1 Health sub-District	Dawn Park Clinic
	GP Ekurhuleni South 1 Health sub-District	Elsburg Clinic



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	GP Ekurhuleni South 1 Health sub-District	Jabulane Dumane CHC
	GP Ekurhuleni South 1 Health sub-District	Thelle Moegoerane
	GP Ekurhuleni South 1 Health sub-District	Vosloorus Poly Clinic
	GP Ekurhuleni South 2 Health sub-District	Goba Clinic
	GP Ekurhuleni South 2 Health sub-District	Bertha Gxowa
	GP Ekurhuleni South 2 Health sub-District	Phola Park CHC
Johannesburg	GP Johannesburg A Health sub-District	Witkoppen Clinic
	GP Johannesburg C Health sub-District	Discoverers CHC
	GP Johannesburg D Health sub-District	Chiawelo CHC
	GP Johannesburg D Health sub-District	Diepkloof Prov Clinic
	GP Johannesburg D Health sub-District	Lillian Ngoyi CHC
	GP Johannesburg D Health sub-District	Meadowlands Zone 2 Prov Clinic
	GP Johannesburg D Health sub-District	Michael Maponya Prov Clinic
	GP Johannesburg D Health sub-District	Mofolo CHC
	GP Johannesburg D Health sub-District	Orlando Prov Clinic
	GP Johannesburg D Health sub-District	Tladi Prov Clinic
	GP Johannesburg D Health sub-District	Zola CHC
	GP Johannesburg E Health sub-District	Alexandra CHC
	GP Johannesburg F Health sub-District	Hillbrow CHC
	GP Johannesburg F Health sub-District	TMI Dental Clinic
	GP Johannesburg G Health sub-District	Ennerdale Ext 9 Clinic
	GP Johannesburg G Health sub-District	Kliptown Clinic
	GP Johannesburg G Health sub-District	Lenasia Ext 13 Clinic
	GP Johannesburg G Health sub-District	Lenasia South CHC
	GP Johannesburg G Health sub-District	Stretford CHC
Tshwane	GP Tshwane 1 Health sub-District	Boekenhout Clinic
	GP Tshwane 1 Health sub-District	Boikhutsong Clinic
	GP Tshwane 1 Health sub-District	Jack Hindon Clinic



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	GP Tshwane 1 Health sub-District	Kgabo CHC
	GP Tshwane 1 Health sub-District	KT Motubatse Clinic
	GP Tshwane 1 Health sub-District	Phedisong 1 Clinic
	GP Tshwane 1 Health sub-District	Phedisong 4 CHC
	GP Tshwane 1 Health sub-District	Soshanguve 2 Clinic
	GP Tshwane 1 Health sub-District	Soshanguve CHC
	GP Tshwane 2 Health sub-District	Kekana Gardens Clinic
	GP Tshwane 2 Health sub-District	Mandisa Shiceka
	GP Tshwane 3 Health sub-District	Bophelong (Region C) Clinic
	GP Tshwane 3 Health sub-District	Laudium CHC
	GP Tshwane 3 Health sub-District	Saulsville Clinic
	GP Tshwane 3 Health sub-District	Skinner Street Clinic
	GP Tshwane 4 Health sub-District	Olievenhoutbosch Ext 13 Clinic
	GP Tshwane 5 Health sub-District	Refilwe Clinic
	GP Tshwane 6 Health sub-District	Eersterust CHC
	GP Tshwane 6 Health sub-District	Mamelodi West Clinic
	GP Tshwane 6 Health sub-District	Stanza Bopape CHC
	GP Tshwane 7 Health sub-District	Bronkhorstspuit Clinic
	GP Tshwane 7 Health sub-District	Dark City CHC
	GP Tshwane 7 Health sub-District	Ekangala Clinic
	GP Tshwane 7 Health sub-District	Sokhulumini Clinic
	GP Tshwane 7 Health sub-District	Zithobeni Clinic
Sedibeng	GP Emfuleni Local Municipality	Boipatong CHC
	GP Emfuleni Local Municipality	Bophelong (Region B) CDC
	GP Emfuleni Local Municipality	Empilsweni CDC
	GP Emfuleni Local Municipality	Johan Heyns CHC
	GP Emfuleni Local Municipality	Levai Mbatha CHC
	GP Emfuleni Local Municipality	Sharpeville CHC
	GP Emfuleni Local Municipality	Zone 17 Clinic



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	GP Lesedi Local Municipality	Ratanda Clinic
	GP Lesedi Local Municipality	Usizolwethu Clinic
	GP Midvaal Local Municipality	Midvaal CDC
	GP Midvaal Local Municipality	Randvaal Clinic
West Rand	GP Merafong City Local Municipality	Khutsong CHC
	GP Merafong City Local Municipality	Khutsong South Clinic
	GP Merafong City Local Municipality	Wedela Clinic
	GP Merafong City Local Municipality	Khutsong Ext 2 Clinic
	GP Merafong City Local Municipality	Greenspark Clinic
	GP Randfontein Local Municipality	ML Pessen Clinic
	GP Randfontein Local Municipality	Randgate Clinic
	GP Westonaria Local Municipality	Bekkersdal West CHC
	GP Westonaria Local Municipality	Simunye Clinic (Westonaria)
	GP Mogale City Local Municipality	Azaadville Clinic
	GP Mogale City Local Municipality	Dr Ramirez Martinez Clinic
	GP Mogale City Local Municipality	Itumeleng Clinic
	GP Mogale City Local Municipality	Mogale Clinic
	GP Mogale City Local Municipality	Muldersdrift Clinic
	GP Mogale City Local Municipality	Fanyana Hlapo

11. STAKEHOLDERS

Gauteng Provincial Treasury.

Gauteng Department of Health Institutions



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12. 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 one stage:

Stage 1A Mandatory Administrative Responsiveness

Stage 1B: Functionality Evaluation

Stage 1C: Due diligence – Site Visit Evaluation

Stage 2 Price and Preference Points Evaluation

This bid will not be evaluated on Price and Preference as the Department requires to appoint a panel of service providers of dental laboratories. Pricing will be evaluated on during the Request For Quotation (RFQ) process

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

All bids will be subjected to a mandatory administrative compliance evaluation in line with the below requirements.

1. Standard Bid Document (SBD)

- a) SBD 1: Invitation to Bid- It must be fully completed and signed
- b) SBD 4: Bidders Disclosure - It must be fully completed and signed

2. Registration

2.1 The Dental laboratory must be registered with the South African Dental Technicians Council (SADTC). **Current** proof of laboratory registration documents must be submitted with this bid.

2.2 Technicians must be qualified and be registered with the South African Dental Technicians Council (SADTC). **NB** Proof of **current** registration of the technicians must be submitted with this bid/quotation offer



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

STAGE 1B: DESKTOP EVALUATION - FUNCTIONALITY CRITERIA

Only bidders who have complied with all the mandatory administrative responsiveness will be evaluated for functionality. During this stage bidders' responses will be evaluated for functionality therefore bidders must, as part of the bid documents, submit supporting documents for all functionality requirements, as indicated or guided by the table below.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on the criteria, as per Table 4: The Functionality Evaluation Scoring Table for the appointment of reputable service providers for the provision of dental laboratory services for Gauteng Department of Health for the period of the contract.

The total scoring points for functionality is **15 points**. The minimum threshold score of **12 points** for functionality shall apply. Bids with a score below the minimum threshold score will be disqualified.

Note: Bidders must, as part of the bid documents, submit supporting documents for all functionality requirements, as indicated here under.



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Table 4: Functionality Evaluation scoring

No.	Criteria	Sub-criteria	Documents Required	Points allocated
1	Capacity to deliver	a. A bidder must have an equipped dental laboratory in Gauteng Province to ensure that primary impressions taken from the patient reach the dental laboratory within 24 hours, and the technician can make clinic visits when required. b. A bidder should provide a letter of commitment that they will transport the work between health facilities and laboratory.	Proof of Municipality rates and taxes not older than three months or Current valid (not expired) lease agreement = 5 points No Proof of Municipality rates and taxes not older than three months or Current valid lease agreement = 0 Letter provided = 5 No letter provided = 0	10



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2	Track Record	The bidders must provide positive references from dental practitioners who have used their dental laboratory services. The references should be on the letterhead of the dental practitioner or the organisation of the dental practitioner, and be signed by the dental practitioner or relevant authority, with contact details of the dental practitioner.	Four (4) or more letters = 5 Points Two (2) to three (3) letters = 3 Points One (1) letter = 2 Points No letter = 0 points	5
Total Score:				15
Minimum Threshold				12

STAGE 1C: DUE DILIGENCE – SITE EVALUATION CRITERIA

Only bidders who have complied with all the functionality criteria threshold will be evaluated for site visit. During this stage bidders' due diligence will be done to ensure capacity and competence.

The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their sites and co-operate with them and furnish the information they require. The sites will be evaluated, as per Table 5 below.



Table 5: Due Diligence- Site visit evaluation criteria

Item No:	Criteria	Sub-criteria	Scoring Points	Points Allocated
1.	Administrational and technical Resources	The bidder must have administrational and technical resources	A. Administrational Resources: i. Personnel file with ID, qualifications and CV of the technician Manager registered with the SADTC = 3 points ii. Telephone landline or Cell phone line = 3 points iii. Computer or Laptop belonging to the company or its directors= 2 points B. Technical Resources: i. Physical laboratory with workspaces and appropriate equipment to manufacture prostheses and appliances = 4 points ii. Infection prevention and control measures as per dental industry standard procedures are in place = 2 points	8 8



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			iii. Occupational Health and safety measures are in place = 2 points	
Total points				16
Minimum Threshold				12

STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

This bid will not be evaluated on Price and Preference as the Department requires to appoint a panel of service providers of dental laboratories.

- The SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2022.

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

Table 6. The maximum points for this tender are allocated as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Bidders are required to submit, together with their bids, the following to verify claimed points
PRICE	80	90	
The promotion of South African owned enterprise	5	3	Municipal account /Sworn affidavit/ Lease agreement – must be in the name of the enterprise NB: Municipal account must not be older than 3 months



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The promotion of enterprises located in the Gauteng province for work to be done or services to be rendered in the Gauteng Province	5	3	Municipal account /Sworn affidavit/ Lease agreement – must be in the name of the enterprise NB: Municipal account must not be older than 3 months
Enterprise which is at least 51% owned by woman	5	2	CSD/BEE/CIPC/ registration documentation
Enterprises which are at least 51% owned by historically disadvantaged individuals	5	2	CSD/BEE/CIPC/ registration documentation
Total points for price and specific goals	100	100	

Failure by the bidder to complete SBD 6.1. (To claim points) and submit proof or documentation required in terms of this tender, will forfeit preference points claim for specific goals.

8 SPECIAL CONDITIONS

8.1 Cession

All cession of contract contracts will be implemented as per the PFMA SCM instruction Note No.8 of 2022/2023.

8.2 Use of fluid-correcting substances

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



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8.3 Right and obligation

8.3.1 The Service Provider is required to:

- 8.3.1.1** Conduct business in a courteous and professional manner.
- 8.3.1.2** Ensure that all work performed and all vehicles and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the GDOH.
- 8.3.1.3** The bidders should have access to reliable transport for collection and delivery of work when necessary.

8.3.2 The GDOH shall:

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

8.4 Payment Terms

- 8.4.1** Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt.
- 8.4.2** It is compulsory for the successful bidder/s, on the award, to register for GPG Electronic Invoice Submission and Tracking.
- 8.4.3** The payments to the contractors will be done by districts and Academic Oral Health Centres
- 8.4.4** All queries regarding outstanding payments must be directed to the relevant districts and Academic Oral Health Centres.



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8.5 The conditions of the bid award

- 8.5.1 The Gauteng Department of Health reserves the right not to award or to cancel the bid
- 8.5.2 The Gauteng Department of Health reserves the right and discretion to determine how many institutions may be awarded to one bidder, taking into account the principles of procurement.
- 8.5.3 The successful bidder must be tax compliant at the awarding of the tender.
- 8.5.4 Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
- 8.5.5 Bidders will be awarded according to the service needs of the districts and the Academic Oral Health Centers.
- 8.5.6 Travelling distance between the service provider and the end user will be taken into consideration in the awarding of the tender.
- 8.5.7 The department reserves the right to partially award.
- 8.5.8 The pricing for the tender will be aligned to market-related prices.

8.6 Travel

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder except for the delivery cost.

8.7 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.



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8.8 Fronting

- 8.8.1 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.
- 8.8.2 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.
- 8.8.3 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.
- 8.8.4 Failure to do so within a period of 14 days from the 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.

8.9 Validity period

Bids are held to be valid for a period of hundred and twenty (120) 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.



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8.10 Contract period

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

8.11 Service level agreement (SLA)

- 8.11.1 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 in lieu of the tender award.
- 8.11.2 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 after the commissioning of the contract. Two copies of the Service Level Agreement must be signed.

8.12 Mergers, takeovers, and changes in supplier detail

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

8.13 Third parties

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



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8.14 Post-award reporting

Historical Data:

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

9 ENQUIRIES

All technical queries must be emailed to:

1. Dr. L. Sithole
E-mail: Lyborn.Sithole@gauteng.gov.za
2. Mr. A. H. Thage
E-mail: Abel.Thage@smu.ac.za

All tender documents/SCM queries must be emailed to:

3. Ms. N. Zantsi
Email: nezisa.mphuthing@gauteng.gov.za
4. Ms M. Malele
Email: masoto.malele@gauteng.gov.za



GAUTENG PROVINCE
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ANNEXURE A: SPECIFICATIONS FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR DENTAL LABORATORY SERVICES FOR GAUTENG ORAL HEALTH INSTITUTIONS AND ACADEMIC ORAL HEALTH CENTRES FOR A PERIOD OF THREE YEARS.

Technical Specifications		Brand name	Comply (Yes/No)
A.	Removable prostheses		
A.1	Full upper denture (Acrylic)		
A.2	Full lower denture (Acrylic)		
A.3	Full upper and full lower denture (Acrylic)		
A.4	Partial upper denture (Acrylic)		
A.5	Partial lower denture (Acrylic)		
A.6	Partial upper and partial lower denture (Acrylic)		
A.7	Immediate upper and/or lower dentures (Acrylic)		
A.8	Rebase/reline partial and complete dentures (Acrylic)		
A.9	Repair of dentures (Acrylic/chrome)		
A.10	Chrome cobalt denture frameworks		
A.11	Chrome cobalt dentures		
A.12	Removable implant prostheses		



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Technical Specifications		Brand name	Comply (Yes/No)
A.13	Acrylic overdentures		
A.14	Obturators		
A.15	Computer Aided Design (CAD) / Computer Aided Manufacturing (CAM) Appliances		

NB: These removable prostheses are made according to individual patient's diagnosis and anatomical detail (measurement of mouth)



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Technical Specifications		Brand name	Comply (Yes/No)
A	Fixed Protheses		
A.1	Cast post/s and cores (metal, composite, ceramic).		
A.2	Metal, ceramic, composite or polymethylmethacralate crowns (single units).		
A.3	Metal, ceramic, composite or polymethylmethacralate bridges (multiple units).		
A.4	Metal, ceramic, composite inlays/onlays.		
A.5	Implant supported crowns and bridges.		
A.6	Porcelain/ceramic veneers		
A.7	Computer Aided Design (CAD) / Computer Aided Manufacturing (CAM) Appliances		
A.8	Implant bar		
NB: These fixed protheses are made according to individual patient's diagnosis and anatomical detail (measurement of mouth)			



ANNEXURE A: SPECIFICATIONS FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR DENTAL LABORATORY SERVICES FOR GAUTENG ORAL HEALTH INSTITUTIONS AND ACADEMIC ORAL HEALTH CENTRES FOR A PERIOD OF THREE YEARS.

Technial Specifications		Brand name	Comply (Yes/No)
A	Orthodontic appliances		
A.1	Fixed lingual appliances		
A.2	Orthodontic appliance repairs		
A.3	Orthodontic retainers		
A.4	Orthodontic study models		
A.5	Functional appliances		
A.6	Partial fixed appliances		
A.7	Removable orthodontic appliances		
A.8	Fixed orthodontic appliances		
A.9	Computer Aided Design (CAD) / Computer Aided Manufacturing (CAM) Appliances		
NB: This design of the appliance depends on the malocclusion presented by the patient (diagnosis)			



AMNEXURE A: SPECIFICATIONS FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR DENTAL LABORATORY SERVICES FOR GAUTENG ORAL HEALTH INSTITUTIONS AND ACADEMIC ORAL HEALTH CENTRES FOR A PERIOD OF THREE YEARS.

Technial Specifications		Brand name	Comply (Yes/No)
A	Maxillofacial surgery		
A.1	Surgical guides (Implants, Temporomandibular joint (TMJ) replacements, Orthognathic surgery, Implant placement.		
A.2	Occlusal Splints (TMJ)		
A.3	Orthopaedic appliance		
A.4	Cranial replacement		
A.5	Facial prostheses (Midfacial, nose, eye, ears, mandibular replacements)		
A.6	Radiation shields		
A.7	Mandibular resection prostheses		
A.8	Chemotherapeutic carrier		
A.9	Glossal resection appliance		
A.10	Feeding plate (Cleft palate)		
A.11	Computer Aided Design (CAD) / Computer Aided Manufacturing (CAM) Appliances		



ANNEXURE A: SPECIFICATIONS FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR DENTAL LABORATORY SERVICES FOR GAUTENG ORAL HEALTH INSTITUTIONS AND ACADEMIC ORAL HEALTH CENTRES FOR A PERIOD OF THREE YEARS.

Technial Specifications		Brand name	Comply (Yes/No)
A	Periodontics		
A.1	Implant surgical guides		
A.2	Crown lengthening/gingivectomy surgical guides		
A.3	Computer Aided Design (CAD) / Computer Aided Manufacturing (CAM) Appliances		



Provincial Supply Chain Management

Financial Statements

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Submission of Financial Statements

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

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

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
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21. Delays in the supplier's performance
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23. Termination for default
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27. Settlement of disputes
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

[TICK APPLICABLE BOX]

	The applicable preference point system for this tender is the 90/10 preference point system.
	The applicable preference point system for this tender is the 80/20 preference point system.
	Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



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4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)



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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

☐	Partnership/Joint Venture / Consortium
☐	One-person business/sole propriety
☐	Close corporation
☐	Public Company
☐	Personal Liability Company
☐	(Pty) Limited
☐	Non-Profit Company
☐	State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –



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- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME	
DATE	
ADDRESS	