



# Provincial Supply Chain Management

**Request for Proposal**
**Page 1 of 3**

<b>RFP NUMBER</b>											
<b>RFP DESCRIPTION</b>											
<b>CUSTOMER DEPARTMENT</b>											
<b>CUSTOMER INSTITUTION</b>											
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>SESSION COMPULSORY</b>			<b>Y</b>		<b>N</b>	
					<b>SESSION HIGHLY RECOMMENDED</b>			<b>Y</b>		<b>N</b>	
<b>BRIEFING VENUE</b>					<b>DATE</b>				<b>TIME</b>		
<b>COMPULSORY SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>				<b>TIME</b>		
<b>INSPECTION ADDRESS</b>											
<b>TERM AGREEMENT CALLED FOR?</b>	<b>Y</b>		<b>N</b>		<b>TERM DURATION</b>						
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>						
<b>TENDER BOX LOCATION</b>											
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.											

### Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:  
**Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg**
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

### The Tendering System

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

### Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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SUPPLIER INFORMATION					
COMPANY NAME					
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:		CENTRAL SUPPLIER DATABASE No:		MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09	

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			

**This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.**



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

**ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE</b>	
<b>E-MAIL ADDRESS</b>	

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILIE</b>	
<b>E-MAIL ADDRESS</b>	

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

<b>SERVICE BASED</b>	<b>Y</b>	<b>N</b>		<b>TERM BASED TYPE</b>	<b>Y</b>	<b>N</b>		<b>VALUE BASED TYPE</b>	<b>Y</b>	<b>N</b>	
<b>QUANTITY BASED</b>	<b>Y</b>	<b>N</b>									
<b>TERM BASED</b>	<b>Y</b>	<b>N</b>									



# Provincial Supply Chain Management

**RFP Point System**

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

**The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.**

**This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).**

## Point System

Points SHALL be allocated as follows:

Points for

Points for

**\* It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



# Provincial Supply Chain Management

**Instructions to Bidders**

**Page 1 of 2**

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
  - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
  - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



# Provincial Supply Chain Management

Instructions to Bidders


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

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

The bid must be deposited or posted;

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

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Bidder's Disclosure</b>	<b>Page 1 of 3</b>

## 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<sup>1</sup> in the enterprise, employed by the state?


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

Full Name	Identity Number	Name of State institution

<sup>1</sup> 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.



 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bidder's Disclosure</h2>	<h2 style="margin: 0;">Page 2 of 3</h2>

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

2.2.1 If so, furnish particulars:

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

YES		NO	
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2.3.1 If so, furnish particulars:

**3. DECLARATION**


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

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

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.  
 Filename:RFP4GPT (SBD4) Revision: 9 Release Date:02/06/2022



 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Bidder's Disclosure</b>	<b>Page 3 of 3</b>


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

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

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

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


<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of Bidder</b>	

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<p><b>Special Conditions</b></p>	<p>Page 1 of 3</p>

<b>RFP NUMBER</b>	
<b>RFP DESCRIPTION</b>	
<b>CUSTOMER DEPARTMENT</b>	
<b>CUSTOMER INSTITUTION</b>	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

<b>Samples</b>	<p><b>SABS /Equivalent Certificate</b> May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		<p><b>Bidders Briefing Session</b></p>
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 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Special Conditions</b>	Page 2 of 3

### EVALUATION METHODOLOGY

Bidders must complete all compulsory documents as required and attach them to their tender document, failing which the bid shall not be considered for further evaluation.

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

#### Stage 1

Criteria for Functionality	Points
<b>TOTAL</b>	

**NOTE:** Bidders who fail to meet the above minimum requirements (Stage 1) shall be eliminated from further evaluation


#### Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
<b>TOTAL</b>	<b>100</b>

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

- Stage One-

- Stage Two-

 <p style="font-size: 1.2em; font-weight: bold; margin-top: 10px;">GAUTENG PROVINCE</p> <p style="font-size: 0.8em; margin-top: 5px;">PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> <span style="font-weight: bold; font-size: 1.1em;">Special Conditions</span> <span style="font-weight: bold; font-size: 1.1em;">Page 3 of 3</span> </div>

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
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	Permanent	Temp	SA Citizens	Other	Comments
<b>Staff compliment at Establishment of Enterprise</b>					
<b>Current staff compliment</b>					
<b>Number of jobs to be created if Bid is successful</b>					

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

Comments to include:

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

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

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



## SPECIAL CONDITIONS OF TENDER GT/GDH/035/2022 - THE SUPPLY AND DELIVERY OF OPHTHALMIC CONSUMABLES TO VARIOUS GAUTENG DEPARTMENT OF HEALTH HOSPITALS FOR A PERIOD OF THREE YEARS

### ABBREVIATIONS

BAC	: Bid Adjudication Committee
B-BBEE	: Broad Based Black Economic Empowerment
B-BBEE Controlled	: A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.
B-BBEE Owned	: A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.
BEC	: Bid Evaluation Committee
BSC	: Bid Specification Committee
BP	: Benzoyl Peroxide
CoC	: Certificate of Compliance
CE	: Consumer Electronics
CKS	: Clinical Knowledge Summaries
EP	: European Pharmacopoeia
GCC	: General Conditions of Contract
GPT	: Gauteng Provincial Treasury
ISO	: International Standards Organization / Organization for Standardization
PPPFA	: Preferential Procurement Policy Framework Act
QC	: Quality Control
RFP	: Request for Proposal
ROE	: Rates of Exchange
SABS	: South African Bureau of Standards
SAHPRA	: South African Health Products Regulatory Authority
SANAS	: South African National Accreditation System
SANS	: South African National Standard
SCC	: Special Conditions of Contract
TCC	: Tax Clearance Certificate
USNF	: United States National Formulary
VAT	: Value- Added Tax
SARS	: South African Revenue Services
CSD	: Central Supplier Database
PPR	: Preferential Procurement Regulation, 2017
EME	: Means an exempted micro in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Base Black Economic Empowerment Act.
NT	: Has the meaning assigned to it in section 1 of the PFMA, 1999 (Act No.1 of 1999) means the National Treasury established by section



## **SPECIAL CONDITIONS OF TENDER GT/GDH/035/2022 - THE SUPPLY AND DELIVERY OF OPHTHALMIC CONSUMABLES TO VARIOUS GAUTENG DEPARTMENT OF HEALTH HOSPITALS FOR A PERIOD OF THREE YEARS**

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### **1. THE PURPOSE**

The purpose of this tender is to appoint a service provider for the supply and delivery of ophthalmic consumables to various Gauteng Department of Health hospitals for a period of three years.

### **2. BACKGROUND**

Vision 2020 is an initiative, of WHO which was launched in 1999. The mission of Vision 2020 is to eliminate the causes of avoidable blindness to give all people in the world, particularly the millions of needlessly blind, the right to sight. It is estimated that a staggering 1.4 million in the World are blind and most of these lives in developing countries.

Ophthalmic items are a crucial component in the prevention of avoidable blindness as they are key in corrective surgery for the many eye surgeries including but not limited to cataract surgery, glaucoma surgery and squint procedures. Most of the items utilised are minute consumables bought in bulk and should be placed on contract for ease of service delivery.

### **3. LEGISLATIVE AND REGULATORY FRAMEWORK**

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](http://www.treasury.gov.za)).

#### **3.2 The Special Conditions of Contract:**

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

#### **3.3 Other legal prescripts:**

- a. The Constitution of SA, Section 217
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d. Preferential Procurement Policy Framework Act no. 5 OF 2000
- e. Preferential Procurement Regulations, 2017



## SPECIAL CONDITIONS OF TENDER GT/GDH/035/2022 - THE SUPPLY AND DELIVERY OF OPHTHALMIC CONSUMABLES TO VARIOUS GAUTENG DEPARTMENT OF HEALTH HOSPITALS FOR A PERIOD OF THREE YEARS

- f. Open Tender Framework
- g. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- h. Criminal Procedure Act, 1977 (Act 51 of 1977).
- i. Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
- j. Protection of Information Act, 1982 (Act no 84 of 1982)
- k. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- l. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- m. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- n. Criminal Procedures Act, 1997, (Act51 of 1977), as amended
- o. Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- p. Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985)
- q. Trespass Act, 1959 (Act 6 of 1959)
- r. Information Act,2002 (Act 70 of 2002)
- s. Labour Relations Act, 1995 (66 Of 1995)
- t. Employment Equity Act, 1998 (Act 55 of 1998)
- u. Fire-arms Control Act, 2000 (Act 60 of 2000) and regulations
- v. Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963

#### 4. THE FORMAT OF THE BID DOCUMENT

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

Table 1: Format of Bid Submission

Part of Bid Submission	Requirement
Part 1	<p>Section 1: Technical Proposal of the tender</p> <p>All the documents must be read, completed, signed where applicable and submitted. Application document should be submitted in English language.</p> <ol style="list-style-type: none"> <li>1. SBD 01: Invitation to Bid</li> <li>2. SBD 04: Bidder's Disclosure</li> <li>3. Original Product Manufacturer Certificate: Tenderers are required to submit proof of a valid Product Manufacturer Certificate, if the bidder is the original product manufacturer; Or</li> </ol>





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If the bidder is not the original product manufacturer, a copy of the Manufacturing Certificate as well as a copy of the letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product.

4. List of Samples RFP 10.1:

Samples must be submitted for each item for which a bid response is submitted for together with a list of the samples submitted (RFP 10.1: Supply of Samples). (refer Evaluation Methods). No Samples must be sent to Gauteng Department of Health.

All samples must be delivered directly to the Medical Supplies Depot. Samples must be marked using the format, e.g., 1 of 3, 2 of 3, 3 of 3 etc. This is imperative to ensure the total number of sample boxes delivered are accounted for.

5. Quality Standards Certifications:

5.1 Certificate of Compliance

The bidders must submit a signed Certificate of Compliance per product together with the bid documents at the closing date and time of the bid. This is required to certify that the material / product offered, complies with any of the following specifications:

SANS 305 -2011

SANS 327 -2011

SANS 494 -1 -2011

SANS/SABS 1166 -2011

SANS 1812 -2011

SANS 8537 -2011(ISO 8537:2016, IDT, Ed. 3)

5.2 South African Health Product Regulatory Authority (SAHPRA) Licence/Certificate

A copy of the signed certificate of compliance as proof of registration with South African Health Product Regulatory Authority.

6. Bidder must be registered with CSD and provide a Supplier Master Registration Number (MAAA number).

7. Tax Clearance 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



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	<p>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.</p>
Part 2	<p>The supporting documents of proof required for the Mandatory and Sample Evaluation:</p> <ol style="list-style-type: none"> <li>i) Company profile</li> <li>ii) Importer Registration Certificate: The bidders are required to submit a certified copy of the Registration Certificate as an importer with the <a href="#">South African Revenue Service (SARS)</a> together with the Import Permit obtained from to the <a href="#">International Trade Administration Commission (ITAC)</a></li> </ol> <p><b>NB:</b> All mandatory documents Commissioned and/or Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.</p>
Part 3	<p>Section 2: Financial Proposal of the tender: Completed Price Schedule document, referred to as Annexure A of the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a memory stick.</p> <ol style="list-style-type: none"> <li>1) SBD 3.2: Price Schedule – Goods Non-Firm Prices</li> <li>2) SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017</li> </ol>

## 5. THE PRODUCT SPECIFICATIONS

The service provider must supply and deliver the supply and delivery of ophthalmic consumables to various Gauteng Department of Health hospitals for a period of three years Department as outline in annexure A (MS Excel document).

## 6. 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, 2017 in two stages:

Stage 1A: Pre-Qualification Criteria for Preferential Procurement

Stage 1B: Mandatory Administrative Responsiveness

Stage 1C: Sample Evaluation

Stage 2: Price and Preference Points Evaluation



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The 80/20 preference point system, which is applicable to bids with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 million (all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 for preference points (BBBEE level of contribution) in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2017.

### STAGE 1A: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

In terms of the Preferential Procurement Regulations, 2017, par. 4(1) (a) the Gauteng Department of Health has decided to apply pre-qualification criteria to advance bidders that have a level 1 to 6 B-BBEE Status Level of Contributor.

Therefore, 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, 2003 (Act. No. 53 of 2003) only bidders that meet one of the following criteria, may respond to this tender:

Valid proof of the level 1 to 6 B-BBEE Status Level of Contributor must be submitted together with the bid, as follows:

1. Level 1 to 6 B-BBEE Status Level of Contributor  
OR
  2. Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE)
- Tenderers are required to submit proof of the B-BBEE Status Level of the contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tenders or price quotations, to substantiate their B-BBEE rating claims.  
OR
  - Tenderers who qualify as Exempted Micro Enterprises (EME) must submit a valid sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths in line with the justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit a valid B-BBEE certificate for EME issued by the Companies and Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry. (This certificate serves as a sworn affidavit in terms of the Code Series 000, Section 4.5 of the Amended codes 2013).
  - In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than the 51% black-owned, then the B-BBEE certificate is required as a valid Sworn Affidavit signed by the QSE representative attested by a Commissioner of Oaths in line with the justices of the Peace and Commissioners of Oaths Act, 1963 will suffice. If the QSE is less than 51% black-owned, then the



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bidding entity will be required to provide a valid B-BBEE certificate (issued by an agency accredited by SANAS) or copies thereof.

- In case of B-BBEE certificates- only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted.
- In case of a trust, consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS or certified copies thereof, will be accepted

NB: Note that a sworn affidavit as explained above is to be signed by a Commissioner of Oaths on the same day as the deponent.

**Bidders who do not comply with the pre-qualification criteria will be disqualified from further evaluation.**

**STAGE 1B: MANDATORY ADMINISTRATIVE ADMINISTRATION RESPONSIVENESS**

Only bidders who have complied with the Pre-Qualification Criteria for Preferential Procurement will be evaluated for the mandatory administrative responsiveness.

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

a. Certificate from the Manufacturer:

Bidders are required to submit proof of a valid Product Manufacturer Certificate, if the bidder is the original product manufacturer;

Or

If the bidder is not the original product manufacturer, a valid copy of the Manufacturing Certificate as well as a copy of the letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product must be submitted.

b. List of Samples:

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

c. Quality Standards Certifications:

i. Certificate of Compliance



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The bidders must submit a signed a valid copy of the Certificate of Compliance per product together with the bid documents at the closing date and time of the bid. This is required to certify that the material / product offered, complies with any of the following specifications:

SANS 305 -2011

SANS 327 -2011

SANS 494 -1 -2011

SANS/SABS 1166 -2011

SANS 1812 -2011

SANS 8537 -2011(ISO 8537:2016, IDT, Ed. 3)

ii. South African Health Product Regulatory Authority (SAHPRA) Licence/Certificate

Bidders are required to submit proof of a valid SAHPRA licence or Letter of Compliance of for the utilization of imported medical devices or locally manufactured medical devices

d. Bidder must submit fully completed and signed SBD forms

- i) SBD 01: Invitation to Bid
- ii) SBD 4: Bidder's Disclosure
- ii) SBD 3.2: Price Schedule – Goods Non-Firm Prices

**Bidders who do not comply with the requirements stated above the bid will be disqualified and not considered for further evaluation.**

### STAGE 1C: SAMPLE EVALUATION

Only bidders who complied with the mandatory administrative compliance will be considered for the sample evaluation and will be requested to submit their samples within 14 days. All such bids received will be subjected to a mandatory sample evaluation. Bidders must complete the RFP 10.1: Supply of Samples and attach it to the bid document.

#### Samples

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



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

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

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

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

### Submission of Samples

Samples must be submitted for each item for which a bid response is submitted together with a list of the samples submitted.

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

No Samples must be sent to Gauteng Department of Health at 45 Commissioner Johannesburg.

All samples must be delivered directly to the following address:

Medical Supplies Depot

Transito / Store 3

35 Plunkett Avenue

Auckland Park

Inquiries: Tel. no.: (011) 628-9003/33

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

Samples must comply with all standards.

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

### Pre-award sample compliance

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



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### Packaging and marking of samples

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

- a. A list of the samples must be attached.
- b. Samples must be placed on a suitable packaging and clearly marked on the outside as follows:
  - i. The RFP/Tender number;
  - ii. The RFP item number;
  - iii. The Bidder's /Agent name and address.
- c. All samples including the labelling requirements must be a true presentation of the product that will be supplied during the contract period.
- d. Proposals not supported by availability of samples, when requested, will be disregarded when not submitted.
- e. In addition, the bidders will be requested to demonstrate compliance to the relevant Standards and Specifications.
- f. On notification, of being successful bidders, the bidders will be requested to provide one additional sample to be retained for the contract period.

### Certification

All products offered i.e. Ophthalmic Consumables that have not been tested by SABS, SANS, prior to the evaluation of this bid will not be considered.

In the absence of valid SABS, SANS, certificates and test reports, samples must be submitted to SABS Standards by closing dates and times of bids.

The Department reserves the right to request any bidder to submit certification from the relevant testing authority, confirming product compliance with specifications, should the department believe such products do not comply with the stipulated requirements. Should product not comply, the Department will invalidate the bid for which such product offering was submitted.

## STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all the sample evaluation will be considered for the price and preference evaluation.





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The bids will be evaluated according to the 80/20 preference point system, which is applicable to bids with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 million (all applicable taxes included), shall be applied, were a maximum of 80 points will be allocated for price and maximum of 20 for preference points (BBBEE level of contribution) in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2017.

Bidders are referred to the SBD 3.2 and Annexure A for pricing schedule and the SBD 6.1 for the Preference Point System.

### **7. SPECIAL REQUIREMENTS**

#### **7.1 Copyright**

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

#### **7.2 No Briefing Session**

7.2.1 The briefing session will not be held due to Covid-19 protocol, however, bidders will be provided with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.

7.2.1 The state reserves the right to answer questions via email session and or to respond formally on the same platform before the closing date of the bid.

7.2.2 Bidders are encouraged to prepare questions upfront and send them to virginia.mawela@gauteng.gov.za by e-mail and to contract management (email will be provided) before the closing date of the bid. The closing date for receipt of all enquiries is seven days before the closing date of the bid.

7.2.3 All enquiries beyond this closing date will not be considered

#### **7.3 Penalties**

In the event of non-performance or failure to perform in accordance with the tender agreement, penalties shall be invoked by the Principal and be deducted from the payment due to the Service Provider.

#### **7.4 Delivery dates/Schedule of agreement**

Failure to deliver as per delivery schedule will result penalties being levied against the service provider.



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### 7.5 Cession

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

### 7.6 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.

### 7.7 The GDOH shall:

- a) Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
- b) Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- c) Shall not provide a storage facility for transportation, equipment and materials.

### 7.8 Content

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

### 7.9 Payment Terms

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

### 7.10 Lines of Communication and Reporting

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



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### 7.11 Late Bids

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

### 8. THE CONDITIONS OF THE BID AWARD

- a. The Gauteng Department of Health reserves the right not to award or cancel the bid, as stipulated in Regulation 13 of the PPR, 2017.
- b. Each item of items will be awarded to the bidder whose bid scored the highest combined price and preference points out of 100.
- c. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market related pricing as stipulated in Regulation 6 of the PPR, 2017.
- d. The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender
- e. Bidders are required to register with National Treasury Central Supplier Database
- f. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- g. The successful bidder must be tax compliant at the awarding of the bid.
- h. The Gauteng Department of Health reserves the right to award the bid by category or per product (see category list of items on column A of the specification). All category that are in the specification shall be regarded as a group series and be evaluated and awarded accordingly. Bidders are required to offer prices for all units of measure specified in the series. Bidders must take note that the allocation of points will be per category (category award). Non-compliance with the abovementioned special conditions will invalidate the bid for the item/s concerned.
- i. Each item or group series of items will be awarded to the bidder whose bid scored the highest combined price and preference points out of 100s.

### 8.1 Travel

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

### 8.2 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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### 8.3 Fronting

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- d. In line with Regulation 14 of the PPR, 2017, failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the

bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

### 8.4 Authorization Declaration

- 8.4.1 Any bidder who is sourcing goods or services from a third party must compile an "Authorization Declaration" in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.
- 8.4.2 The Gauteng Department of Health reserves the right to verify any information supplied by the bidder in the Authorization Declaration and should the information be found to be false or incorrect, the Gauteng Department of Health will exercise any of the remedies available to it in the bid documents.
- 8.4.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the Gauteng Department of Health.
- 8.4.4 The bidders must submit a duly completed and signed Authorization Declaration, with the required annexure(s), in accordance with the above provisions in order not to delay the evaluation of the bid.

### 8.5 Contract period

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



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### 8.6 Validity Period

The validity period of the bid will be 120 days from the closing date of the advert.

### 8.7 Mergers, takeovers and changes in supplier detail.

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

### 8.8 Third parties

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

### 8.9 Cost

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

### 8.10 Guarantee

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

### 8.11 Samples

The shortlisted bidder/s will be required to submit samples upon request at bidder's costs within 14 days.

### 8.12 Deliveries

The Gauteng Department of Health will not be responsible of any damages of any item on transit and during delivery.



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### 8.12.1 Delivery Period

- a. The bidders must state a delivery period that is firm for the duration of the contract.
- b. Successful bidders must adhere strictly to the agreed delivery periods in respect of items awarded to them in accordance with the signed contract and the special conditions and requirements of the contract.
- c. Should the successful bidder fail to adhere strictly to the agreed delivery periods, the Gauteng Department of Health reserves the right, without notice, to purchase similar supplies from another supplier.
- d. The right is also reserved to purchase requirements elsewhere outside the contract should:
  - i. the minimum order quantities specified by the supplier be more than that of an institution's requirements or
  - ii. if the item(s) is urgently required and not immediately available from the contracted supplier or
  - iii. if an emergency arises or
  - iv. the supplier's point of supply not be situated at or near the place the supplies are urgently required or
- e. The Gauteng Department of Health accepts no responsibility whatsoever for any supplies delivered outside of the delivery period.
- f. In the event of the Department availing itself of the remedies provided for in paragraphs i to ii, the following conditions shall apply:
- g. The bidder shall bear any adverse difference in price of the said supplies or services and these amounts plus any other damages, which may be suffered by the Department shall be paid by the bidder to the Department immediately on demand, or the Department may deduct such amounts from moneys (if any) otherwise payable to the bidder in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amount due to him;  
Or
- h. If the bidder fails to supply the goods or render the service within the period stipulated in the contract, the Department shall have the right, unless otherwise directed by the Department, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one-fifteen percent (1/15%) thereof per day for the period of delay or to claim any damages or loss use of the completed portion is enjoyed, the penalty shall be applied to the value of the outstanding portion only.



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### 8.12.2 Delivery Quantity

- a. Quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity that will be procured during the contract period.
- b. The ordered quantities may not be exceeded. Any over-supply will not be accepted and will be returned to the supplier at his own expense.

### 8.12.3 Deliveries Areas

- a. The delivery of products must be made to the participating hospitals and Health institutions of the Gauteng Department of Health only if an authorized purchase order was received.
- b. The ordered products must be delivered in accordance with the delivery address and instructions appearing on the official order form.
- c. All deliveries must be accompanied by a delivery note stating order number against which the delivery was affected. An invoice must also be submitted immediately for the prompt payment of this order.

### 8.12.4 Delivery Adherence:

- a. The instructions appearing on the official order form must be strictly adhered to.
- b. Deliveries not complying with the order forms will be returned to the bidder at the bidder's expense.
- c. Deliveries must be made between 8:00 – 15:00, unless otherwise specified.

### 8.13 Invoicing

- 8.13.1 Invoice/s must be submitted in duplicate, showing purchase order number, item description and the contract number.
- 8.13.2 The original and copy invoice must be marked.
- 8.13.3 The original must be sent to the Gauteng Department of Finance and the copy to the End-User hospital / Health institution.





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### **9. CONDITIONS OF HOLDING STOCK AND ESTIMATED QUANTITIES**

- 9.1 Bidders will be responsible for the supply of duty paid stocks, held in the Republic of South Africa during the contract period.
- 9.2 The furnished estimated quantities cannot be guaranteed. The quantities that will be ordered from the suppliers by the respective Gauteng Department of Health institutions will be on as and when required.
- 9.3 In accordance with Government Legislation and the requirements of the Metric Board, only metric sizes will be adopted for the items, as called for in this bid.

### **10. STATEMENT OF SUPPLIES AND SERVICES**

- 10.1 The bidder shall, when requested to do so, furnish of supplies delivered or services rendered. If bidder fails to do so, the Department may, without prejudice to any other rights, which it may have, institute an inquiry at the expense of the bidder to obtain the required.
- 10.2 The bidder shall, when requested to do so, furnish of supplies delivered or services rendered. If bidder fails to do so, the Department may, without prejudice to any other rights, which it may have, institute an inquiry at the expense of the bidder to obtain the required.
- 10.3 Bidders prices should quote nett prices, if they intend to quote a price less a discount, which must firstly be deducted before the nett bid price is captured the in the space provided.
- 10.4 Bidders who are prepared to offer special discount on individual orders in respect of certain items must state the discounts in percentages, as follows:
  - R1 000 to R2 500 in value: % discount
  - R2 500 to R5 000 in value: % discount
  - Over R5 000 in value: % discount

### **11. PRICE QUALIFICATION**

- 11.1 All prices must include free delivery to various Gauteng Health institutions. Please note that non-compliance with the afore mentioned shall invalidate the bid.
- 11.2 The bidder must be an accredited representative / agent in the Republic of South Africa of the manufacturer of the material / product.



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- 11.3 In respect of material / product offered, the General Conditions of Contract shall apply.
- 11.4 Only Bona Fide Distributors/Agents bearing a letter of distributorship authority from the original manufacturer or supplier will be considered for this bid process.
- 11.5 The Gauteng Provincial Treasury (GPT) will benchmark bidder contract prices regularly to ensure that all prices remain competitive. Non-competitive prices will prompt the Gauteng Department of Finance to engage bidders in price adjustment negotiations/reviews. Failure to be competitive will result in cancellation of the contract.

### **12. QUALITY**

- 12.1 Products must conform to the quality requirements as stipulated in the specifications.
- 12.2 The packaging supply of the materials / products are subject to the stipulations as defined in the Trade and Metrology act, 1973 (Act 77 of 1973) as amended.
- 12.3 Where pyrogenic-free conditions are stipulated, the items must comply with the SANS Method 6 pyrogenic test or with the test for bacterial endotoxins given in the latest editions of the USP or BP (the test for pyrogens requires that the test be carried out on animals. The test for bacterial endotoxins is the equivalent test that is carried out in the laboratories and is preferred).

### **13. CERTIFICATE OF COMPLIANCE**

- 13.1 All items should comply with the quality standards.
- 13.2 The bidders must submit a signed Certificate of Compliance per product to certify that the material / product offered, complies with any of the following specifications: SABS, SANS, CKS, BP, BPC, USNF, EP, ISO or equivalent. The item number and relevant specification must also be indicated (for example, item 200: CKS 469).
- 13.3 In the absence of valid SANS mark, the test samples must be submitted to SABS Standards before the closing date and time of bid.

### **14. SHELF LIFE**

- 14.1 Upon delivery, all supplies must have at least 18 months of shelf- life before date of expiry.



## **SPECIAL CONDITIONS OF TENDER GT/GDH/035/2022 - THE SUPPLY AND DELIVERY OF OPHTHALMIC CONSUMABLES TO VARIOUS GAUTENG DEPARTMENT OF HEALTH HOSPITALS FOR A PERIOD OF THREE YEARS**

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- 14.2 Contractors may make written applications to deliver material with shorter shelf life, provided such applications are accompanied by an undertaking that such short-dated stock will be unconditionally replaced before or after expiry.
- 14.3 NB:  
Expired stock not uplifted within 30 days of expiry will be destroyed to the account of the Contractor.
- 14.4 Such product must be collected by the supplier at their own cost. Failure to collect the products within 30 days after written notification to the supplier will result in the disposal of the product by the participating Authority for the account of the supplier.
- 14.5 Any participating authority may, without prejudice, decline to accept product with a shelf life off less than 18 months.

### **15. STERILITY STANDARDS**

- 15.1 The conditions under the medical devices offered on this bid should be sterilized, shall comply with one of the following SANS Codes of Practice or Standards.
- a. Bidders must provide certified copies of ISO 17665 -1: 2006/SANS 17665/1:2007 (previously ISO 11134) and/or ISO 11135 and /or EN Harmonizing standards for steam ISO 11137 certificates to confirm the compliance of their sterilizing facilities (Physical buildings or Structures where products are sterilized) to the prescribed requirements. This applies to all South African and international facilities where non-sterile products are sterilized.
  - b. Bidders offering sterile products must submit a declaration of sterility for all items where sterility is a requirement in the item specification.
  - c. The Industrial Sterilization of Medical products.
  - d. SANS 11137, Sterilization of health care products - Requirements for validation and routine control Radiation sterilization. Part 1: Gamma Radiation facilities SANS 0185: Part 1: 1982 (SANS 10185 has been withdrawn and has been replaced by SANS 11137 which is an adoption of ISO 11137).
  - e. The Installation and Safe Use of Ethylene Oxide (EO) sterilizers in hospitals and industry. SANS 0212 -1987.
  - f. Appendix C of the Recommended Practice of the Application of SANS 0157 "Quality System". Part 11 within the Medical Devices Manufacturing Industry (ARP) 016-1990.



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**16. PACKAGING AND LABELLING**

- 16.1 All products must be placed in acceptable containers and packaging specifically developed for the product. No damaged packaging will be accepted.
- 16.2 The unit of packaging, as stated on the completed bid specification must be uniform for the duration of the contract period i.e.:
- The unit of packaging
  - The number of units per packaging unit
  - The number of units of packaging per carton
  - The number of cartons per bulk packaging
- 16.3 The following information must be clearly and indelibly printed, in letters not less than 10 mm in height, on all individual inner packaging or on a suitable label which must be securely adhered (permanently attached) on to the inner packing.
- Product detail e.g. proprietary name, item description, size etcetera.
  - A product code where relevant.
  - Batch number.
  - Date of Manufacturer.
  - Expiry date if applicable.
  - Trade mark of the manufacturer.
  - Name and address of importer/ distributor where applicable.
  - Applicable "sterile" or non-sterile in prominent form as well as the sterilization method and sterilization expiry dates.
  - Special storage conditions, if applicable.
  - All other information prescribed in the item specification e.g. latex free, and /or relevant SANS / ISO standards.
  - The label must include the barcode.
- 16.4 The following information must be clearly and indelibly printed on all inner and outer bulk packaging in letters not less than 10 mm in height.
- 1) Name, item and quantity.
  - 2) Batch number.
  - 3) Expiry date.



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### **17. AUTHORIZATION DECLARATION**

- 17.1 Any bidder who is sourcing goods or services from a third party must complete the “Authorization Declaration” in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.
- 17.2 The Gauteng Department of Health reserves the right to verify any information supplied by the bidder in the Authorization Declaration and should the information be found to be false or incorrect, the Gauteng Department of Health will exercise any of the remedies available to it in the bid documents.
- 17.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the Gauteng Department of Health.
- 17.4 Failure to submit a duly completed and signed Authorization Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such goods or services offered.

### **18. ROLES AND RESPONSIBILITIES**

#### **18.1. CONTRACT ADMINISTRATION**

- 18.1.1 The administration and facilitation of the contract will be the responsibility of Gauteng Department of Health, Contract Management and all correspondence in this regard must be directed to the following address:  
The Directorate: Acquisition and Contract Management, Gauteng Department of Health, Private Bag X085, Marshalltown, 2107.
- 18.1.2 Contractors must advise the Directorate: Acquisition and Contract Management, Gauteng Department of Health immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full of such circumstances as well as the period of delay must be furnished.

### **19. SUPPLIER PERFORMANCE MANAGEMENT**

- 19.1 Supplier performance management will be the responsibility of end-user departments and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, Gauteng Department of Health: Contract Management must be informed for corrective action.



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**20. SERVICE LEVEL AGREEMENT (SLA)**

- 20.1 The Service Level Agreement template will form part of the contract documents to be signed off by the successful bidder.
- 20.2 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 commissioning of the contract. Two copies of the Service Level Agreement must be signed.

**21. PRICING STRUCTURE**

- 21.1 The bids for the items offered must be priced, as per the price schedule (Annexure A).
- 21.2 The cost of transport, delivery, labour or any other additional costs must be included in the bid price.

**22. THE COMPLETION OF THE PRICING SCHEDULE**

- 22.1 Bidders are required to complete all the mandatory response fields in the tender specification and pricing schedules for the consumables, as follows:

i. Tender specification -

Item No, Item Description, Unit of measure, comply (Yes/No) Samples Submitted (Yes /No), Quality Standard Certificate Submitted (Yes /No) and Comments / Details of bid offer with Reference to Brochure or supporting document.

ii. Pricing schedules –

The column for the bid price and the other columns in the Price Schedule as well as item questionnaires.

Item No., Item Description, Unit of Measure, Unit of Packaging, Unit Price/ item, Unit price/ packaging, Total Price (VAT inclusive).

- 22.2 Price schedule - original SBD 3.2 and Annexure A must be submitted as well as an electronic copy be in Excel format (not PDF), captured and saved on a memory stick.



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a. Hard Copy Format:

The original (hard copy) must be written clearly and legibly.

b. Soft Copy Format:

The electronically (soft copy) must be submitted on memory stick to the Gauteng Provincial Treasury Tender Office. The memory stick must be clearly marked with the Company Name and tender number. The electronic copy in Excel format to compile the evaluation worksheets of the bids.

22.3 The Price Schedule in MS Excel format that is attached must be completed in order to submit it in original.

22.4 The bidders must also complete the Price Schedule in MS Excel format and complete it electronically in order to submit it electronically.

22.5 The bidders must ensure that there are no discrepancies between the electronic (soft copy) saved on a memory stick and the original hard copy submissions of the Price Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.

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

Non-compliance with this condition shall invalidate the bid.

### **23. PARTICIPATING DEPARTMENTS / INSTITUTIONS**

#### 23.1 Participating Institutions

All the Gauteng Department of Healthcare facilities will be participating in this tender.

### **24. SUPPLIER DUE DILIGENCE**

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





## **SPECIAL CONDITIONS OF TENDER GT/GDH/035/2022 - THE SUPPLY AND DELIVERY OF OPHTHALMIC CONSUMABLES TO VARIOUS GAUTENG DEPARTMENT OF HEALTH HOSPITALS FOR A PERIOD OF THREE YEARS**

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### **25. PURCHASE ORDERS**

- 25.1 Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.
- 25.2 Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract. Please note that no deliveries should be made unless an official and authorised order form has been received from the Gauteng Department of Health.
- 25.3 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.

### **26. CUSTOMER SERVICE**

- 26.1 Bidders are expected to manage consignment stock.

### **27. GENERAL**

- 27.1 Unless prior approval has been obtained from Contract Management, no adjustment in contract prices will be made.
- 27.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- 27.3 Contract price adjustment (CPA) applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.
- 27.4 In the event where the supplier's CPA application, based on the above formula and parameters, differs from Contract Management's verification, Contract Management will consult with the supplier to resolve the differences.

### **28. ADDITIONAL DOCUMENTATION**

- 28.1 Product information documents (e.g. catalogues, operating manuals, instruction leaflets, etc.), in at least the English language, must accompany the bid documents.





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28.2 It is the responsibility of the bidder to provide the participating departments with adequate information on all products

### 29. POST AWARD REPORTING

Historical Data:

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

Gauteng Department of Health, Directorate: Acquisition and Contract Management

### 30. TECHNICAL CONTACTS

All technical queries must be emailed to any of the following officials

1. Prof. S Makunyane  
[prisilla.makunyane@up.ac.za](mailto:prisilla.makunyane@up.ac.za)
2. Dr. Kerry Alberto  
[Kerry.Alberto@gauteng.gov.za](mailto:Kerry.Alberto@gauteng.gov.za)
3. Ms. Virginia Mawela  
[Virginia.Mawela@gauteng.gov.za](mailto:Virginia.Mawela@gauteng.gov.za)



## SERVICE DESCRIPTION

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

AND HEREIN REPRESENTED BY \_\_\_\_\_ IN HIS /  
HER CAPACITY AS \_\_\_\_\_ AND AS SUCH DULY  
AUTHORISED (“THE END USER”)

AND

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

### AND WHEREAS

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

### AND WHEREAS

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

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## 1 NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

page one hereof.

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

Service Level Agreement Template

## 2. DURATION AND TERMINATION

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

## 3. OBLIGATIONS OF THE SUPPLIER

### 3.1 DELIVERY AND INSTALLATION

3.1.1 The Supplier undertakes to:

3.1.1.1 deliver the equipment conforming exactly to the description of the equipment as specified in addendum 1 of this agreement;

3.1.1.2 deliver and install new and unused equipment at the location selected by the End-user;

3.1.1.3 ensure that the equipment is delivered and installed in good condition and working order;

### 3.2 MAINTENANCE

The Supplier undertakes to:

3.2.1 ensure that the equipment performs in accordance with the manufacturer's specifications;

3.2.2 keep and maintain the equipment rented by the End-user in good and proper condition and working order and in such manner that the End-user will have the use thereof in an efficient operating condition, and to take such reasonable preventative action as may be necessary or open to it in order to limit the incidence and frequency of breakdowns of equipment to a minimum.

3.2.3 for this purpose The Supplier shall ensure that a qualified technician responds promptly to any notification of the End user of a breakdown or malfunction of any equipment.

The response time on such notification shall be as follows:

3.2.4 forthwith provide temporary loan equipment to the End-user if the fault in the equipment cannot be repaired, or is not expected to be reasonably repaired, within the period as set out in of this Agreement.

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

### 3.3 **PRODUCT SUPPORT**

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

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

### 3.4 TRAINING

3.4.1 On installation of the equipment, The Supplier shall provide adequate training to the personnel of the End-user at no additional charge.

3.4.2 Instruction manuals shall also be provided by the Supplier free of charge for all equipment rented in terms of this agreement. The instruction manuals shall contain, but not be limited to, the following information:

3.4.2.1 Defining the capabilities of the equipment (specification).

3.4.2.2 Describing the technical operations of the equipment.

3.4.2.3 Describing the use criteria of the equipment.

3.4.3 The Supplier shall also provide such further training may be required by the End User from time to time.

### 3.5 INDEMNITY AND INSURANCE

The Supplier hereby:

3.5.1 Undertakes, at its own expense, to indemnify, protect and defend the End User from and against all actions, claims, losses or damages arising from any negligent act or omission by the Supplier including but not limited to all damages or loss which may be payable or arise as a result of any claim or proceedings in respect of the death, injury to any person and the loss or damage to any property which may arise out of or in consequence of the execution of any obligations in terms of this agreement;

3.5.2 at its expense take out and keep in force in respect of the indemnity given by it in terms of this agreement a public liability insurance policy providing cover with a limit of not less than R 3 000 000-00 (three million rand) for any one occurrence of an insured peril in any year and unlimited as to cumulative amount in respect of more than one such occurrence in any year;

### 3.6 SUBCONTRACTING

It is recorded that:

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



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

### 3.7 CONFIDENTIALITY

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

## 4. OBLIGATIONS OF THE END - USER

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

## 5. BREACH

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

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

## 6. PAYMENT

The End – User shall pay the Supplier:

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

## 7. NOTICES AND DOMICILIA

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

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

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

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

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

7.3 Any notice shall be deemed to have been given:

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

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

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

## 8. GENERAL

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

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

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

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

8.4 **Severability.** Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

8.5 **Applicable Law.** This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

8.6 **Jurisdiction.** The Parties hereto hereby consent and submit to the jurisdiction of such High Court of South Africa, in any dispute arising from or in connection with this Agreement.

8.7 **Survival.** Notwithstanding termination of this Agreement, any clause which, from the context, contemplates ongoing rights and obligations of the parties, shall survive such termination and continue to be of full force and effect.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_  
END USER

WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_  
SUPPLIER

WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<b>Registered Supplier Confirmation</b>	Page 1 of 1

**THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY**

**PLEASE NOTE:**

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

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

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

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

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.**

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

DATE:	
-------	--



**GAUTENG PROVINCE**  
 PROVINCIAL TREASURY  
 REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**Tax Clearance Requirements**

Page 1 of 1

**IT IS A CONDITION OF BIDDING THAT -**

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- |     |   |     |                          |    |                          |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA?                           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA?      | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA?           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.**



# Provincial Supply Chain Management

Financial Statements

Page 1 of 1

## Submission of Financial Statements

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

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

## **Annexure A**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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



## TABLE OF CLAUSES

1. Definitions
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6. Patent rights
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8. Inspections, tests and analysis
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## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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



available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)