GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

BID NUMBER	GT/GPT/042/2026
BID DESCRIPTION	Supply and Delivery Disposable paper products to Gauteng Provincial Government Departments and entities for a period of 3 years (36 months).

CUSTOMER DEPARTMENT	Gauteng Provincial Treasury
CUSTOMER INSTITUTION	Gauteng Provincial Treasury

BRIEFING SESSION	**Y**	✔	**N**		**SESSION COMPULSORY**			**Y**		**N**	✔
					SESSION HIGHLY RECOMMENDED			**Y**	✔	**N**	
BRIEFING VENUE	Virtual on MS Teams				**DATE**	27 November 2026		**TIME**	10:00AM		
COMPULSORY SITE INSPECTION	**Y**		**N**	✔	**DATE**	N/A		**TIME**	N/A		
SITE INSPECTION ADDRESS	N/A										

TERM AGREEMENT CALLED FOR?	**Y**	✔	**N**		**TERM DURATION**	36 Months

CLOSING DATE	11 December 2026	**CLOSING TIME**	11:00AM

NATIONAL TREASURY e-SUBMISSION
Online submission.

NOTES

THE TENDER BOX IS OPEN NATIONAL TREASURY e-SUBMISSION

- Bids / tenders must be submitted online through e-submission (National Treasury E-Tender Portal) using the correct CSD number.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

PART A
INVITATION TO BID

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES	☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	Gauteng Provincial Treasury
CONTACT PERSON	James Litchfield
TELEPHONE NUMBER	(011) 689 6969
FACSIMILE	n/a
E-MAIL ADDRESS	james.litchfield@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Gauteng Provincial Treasury
CONTACT PERSON	Ronald Phela
TELEPHONE NUMBER	
FACSIMILE	n/a
E-MAIL ADDRESS	ronald.phela@gauteng.gov.za

BRIEFING SESSION INVITATION MEETING LINK

https://teams.microsoft.com/meet/3654382067181712?p=O0lHpMlUFeyWKoxIVT

Meeting ID: 365 438 206 718 171 2

Passcode: fr9rk7c2

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

RETURNABLE ATTACHMENT

GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

PERSONAL INFORMATION PROCESSING FORM

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.

2. For purposes contemplated in paragraph 1, the Gauteng Provincial Treasury (**Department**), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

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

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.

5. my or _____'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);

6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;

7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

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

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (**POPIA)**) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

- ✓ ensure the lawful processing of Personal Information
- ✓ secure the integrity and confidentiality of such Personal Information;
- ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
- ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
- ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
- ✓ apply the acceptable information security practices and procedures.

11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.

12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on the (PRICING SCHEDULE per item).

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

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
28	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

POINT SYSTEM

BID NUMBER	GT/GPT/042/2026	**CLOSING DATE**	11 December 2026
VALIDITY OF BID	180 days	**CLOSING TIME**	11:00AM

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**		**N**	✔	**SERVICE BASED**	**Y**		**N**	✔	**VALUE BASED**	**Y**		**N**	✔
VALUE BASED	**Y**		**N**	✔										
QUANTITY BASED	**Y**		**N**	✔										
TERM BASED	**Y**	✔	**N**											

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	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES		NO	

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

Full Name	Identity Number	Name of State Institution

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

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	BIDDER'S DISCLOSURE	Page: 2 of 3

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

YES		NO	

2.2.1 If so, furnish particulars:

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

YES		NO	

2.3.1 If so, furnish particulars:

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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	BIDDER'S DISCLOSURE	**Page: 3 of 3**

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

Signature		**Date**	
Position		**Name of the Bidder**	

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PROVINCIAL TREASURY
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PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the tender 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	
Refer from page 49 - 57 of 105 on RFP section 1	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation.

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PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	80/90
Preference Points (Specific Goals)	20/10
TOTAL	

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	20 or 10
1. Enterprises located in township within Gauteng Province	10 or 4
2.South African-owned entities	5 or 3
3. Youth Owned	2 or 1
4. Disability	3 or 2
5.	
6.	
7.	
8.	
9.	
10.	

***It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**

BIDDERS JOB CREATION ANALYSIS

Company Name		**Date Established**	

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

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

Comments to include:

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

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

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

COVER PAGE

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The GPT accepts no liability for any damages whatsoever that may result from the use of this document including the material contained herein, irrespective of the cause or circumstances.

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 GPT.

Compliance to this specification does not in itself confer immunity from legal obligations

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ABBREVIATIONS

TABLE1

B-BBEE	Broad-Based Black Economic Empowerment
CV	Curriculum Vitae
CSD	Central Supplier Database
CIPC	Companies and Intellectual Property Commission
COIDA	Compensation for Occupational Injuries and Diseases Act
EME	Exempted Micro Enterprise
EIS	Electronic Invoice System
GPG	Gauteng Provincial Government
GPT	Gauteng Provincial Treasury
JV	Joint Venture
KPI	Key Performance Indicator
NQF	National Qualification Framework
NCA	National Credit Act
PPPFA	Preferential Procurement Policy Framework Act
PFMA	Public Finance Management Act
POPIA	Protection of Personal Information Act
QSE	Qualifying Small Enterprise
SARS	South African Revenue Services
SAP	Systems Applications and Products
SCM	Supply Chain Management
SAQA	South African Qualifications Authority
SLA	Service Level Agreement
SAFCERT	South African Certification Council
SMS	Spunbond Meltblown Spunbond
SMMS	Spunbond + Meltblown + Meltblown + Spunbond
SAHPRA	South African Health Products Regulatory Authority
PSP	Profesional Service Providers
TOR	Terms of Reference

1. PROJECT BACKGROUND AND GOALS

1.1. Project background

The supply and delivery of Disposable Products (diaper baby, diaper adult, disposable gowns, overshoes pants/pull-ups adult incontinence, pad incontinence, pad sanitary, paper toilet, paper cups, tissue facial, paper serviette, paper towel, theatre caps, wipes non-woven fabric, drawsheet, linen saver and emergency spill kit) to the Gauteng Provincial Government (GPG) Departments for a period of 36 months.

The procurement of disposable products is being undertaken to ensure the organization maintains operational efficiency, hygiene standards, and regulatory compliance across its facilities. Disposable items are critical in environments where health, safety, and contamination control are priorities, including healthcare, food services, and industrial operations.

2. GOALS OF THE PROJECT

The project's goal is to procure eco-friendly, compliant and cost-effective products that supports safety, reduce environmental impact and operational continuity. These goods will be subjected to all applicable regulatory requirements throughout the duration of the contract.

3. THE CUSTOMER AND STAKEHOLDERS

3.1 Customer

a) Gauteng Provincial Government (GPG) and Entities

4. APPLICABLE STATUTORY ACTS AND REGULATIONS

Bidder/s should comply with all applicable laws, acts, and regulations as amended that are specifically applicable to the service offered. In this regard, special reference is, inter alia made to the following Acts which do not constitute an exhaustive list:

a) Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
b) Basic Conditions of Employment Act 75 of 1997 as amended
c) Consumer Protection Act, 2008 (Act No 68 of 2008)
d) GPT SCM Policy
e) Justices of the Peace and Commissioners of Oaths Act 1963, Act No.16 of 1963
f) Labour Relations Act, 66 of 1995 as amended
g) National Health Act, 2003 (Act No 61 of 2003)
h) National Environmental Management Act, 1998 (Act No. 107 of 1998)
i) Open Tender Framework of 2023
j) Occupational Health and Safety Act, 1993 (Act No.85 of 1993)
k) Public Finance Management Act, 1999 (Act No. 1 of 1999)
l) Promotion of Access to Information Act, 2000 (Act no 2 of 2000)

m) Promotion of Administrative Justice Act, 2000 (Act no 3 of 2000)
n) Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000)
o) Protection of Personal Information Act, 2013 (Act No 4 of 2013)
p) Preferential Procurement Regulations, 2022
q) Skills Development Act, 1998 (Act No. 97 of 1998)
r) The Constitution of SA (Act 108 of 1996), Section 217

4.1 National standards

a) CKS 648:2010: Elasticated Disposable diapers
b) SANS 1043:2010: The Manufacture of Sanitary Towels
c) SANS 1887-1:2008: Tissue Paper (General Requirements)
d) SANS 1887-2:2012: Tissue Paper (Paper Toilet)
e) SANS 1887-3:2008: Tissue Paper (Tissue Facial)
f) SANS 1887-4:2008: Tissue Paper (Paper Towel)
g) SANS 1887-5:2008: Tissue Paper (Wiping Paper in rolls Disposable)
h) SANS 1887-7:2008: Tissue Paper (Paper Serviette)
i) SANS 1887-8:2008: Tissue Paper (Paper-Towel Rolls for Centre-Feed Dispensing Devices)
j) SANS105:2021: Colourfastness
k) ISO: 9001: 2015/SANS 9001:2015 “Requirement for Quality Management Systems” remains acceptable during the official transition to **ISO 9001:2026**. The transition period is **3 years**, running from **16 September 2026** (publication of ISO 9001:2026) until **30 September 2029**.
l) ISO 14001:2015 / SANS 14001:2015 “Requirements for Environmental Management Systems” certificate accepted during the official transition period to **ISO 14001:2026.** The transition period ends on **30 April 2029**
m) ISO 45001:2018/ SANS 45001:2021: Occupational Health and Safety Management System
n) ISO 16603:2004: “Clothing for protection against contact with blood and body fluids — Determination of the resistance of protective clothing materials to penetration by blood and body fluids — Test method using synthetic blood”
o) ISO 16604:2004: “Clothing for protection against contact with blood and body fluids — Determination of resistance of protective clothing materials to penetration by blood-borne pathogens — Test method using Phi-X 174 bacteriophage”
p) Forest Stewardship Council: Ensure forest-based materials are sourced responsibly and sustainably (Tissue products and sanitary pads)

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

5. PROJECT DURATION

The expected duration of the contract is 3 years after the signing of a service level agreement (SLA).

6. PRODUCT AND/OR SERVICE REQUIRED

6.1The supply and delivery of the following products:

a) Diaper baby
b) Diaper adult
c) Diaper disposable pants/pull-ups
d) Drawsheet
e) Gowns
f) Linen Saver (Underpads)
g) Overshoes
h) Pad incontinence
i) Sanitary towels (Pad Sanitary)
j) Paper toilet
k) Paper towel
l) Paper serviette
m) Paper cups
n) Tissue facial
o) Theatre caps
p) Wipes non-woven Fabric
q) Emergency spill kit

- **Bidders offering medical device products (adult diapers, pull-ups, underpads/linen savers, incontinence pads, medical gowns, theatre caps, and medical overshoes) shall submit a valid SAHPRA Medical Device Establishment Licence or other proof of compliance as recognised by SAHPRA subject to verification with SAHPRA.**
- **Products such as baby diapers, sanitary towels, toilet paper, paper towels, serviettes, paper cups, and facial tissues do not require a SAHPRA licence.**

6.2 SPECIFICATION FOR DIAPER (ELASTICATED DISPOSABLE DIAPER BABY)

6.2.1 Requirements

Diapers shall:

a) Have been made in accordance with sound manufacturing practice;
b) Be of acceptable uniform make;
c) Anatomical fit for comfort (rash prevention, safe for skin contact) and mobility
d) Be free from defects that can impair the appearance and/or service ability;
e) Have elasticated legs cuffs (leak prevention for a minimum of 8 to 12 hours);
f) Have two adjustable fastening tabs or re-fastenable tabs and landing strips
g) Have a fluid impervious outer layer, non-woven inner lining(s) and an absorbent pad.
h) Have re-fastenable tabs that can peel open without tearing the landing strip.
i) Be able to stick securely.
j) Have be two fastening tabs on either side of the diaper at the correct position.

k) Be no tears in the tabs.
l) Have absorbent pad centralised, wetness indicator
m) Be free from contamination (such as adhesives or manufacturing materials) and hard spots.
n) Have absorbent filler evenly distributed within the pad.
o) No harmful chemicals
p) Have absorbent filler material inaccessible from the outside of the diaper.
q) Have landing strip correctly placed in relation to the tabs and completely attached to the outer layer without wrinkles, folds or breaks.
r) Have soft nonwoven inner lining(s) not contain any holes or severe wrinkles.
s) Have diapers not be joined together due to an outflow of adhesive.
t) Have diapers sealed around the edges.
u) Have diapers folded flat without excessive crumpling.

6.2.2 Size

Based on the weight (kg) of the infant the following sizes shall be available:

a) Newborn 2 – 5 kg
b) Small 4 – 6,5 kg
c) Medium 6 – 10 kg
d) Large 9 – 14 kg
e) Extra-large 12 and more kg

6.2.3 Packing and Marking

a) Diapers shall be acceptably packed and shall be delivered in a clean and commercially dry condition.
b) Only diapers of the same size shall be packaged together, hygienically sealed in a container (clear plastic bags or boxes) with all product information on the packaging material.

Each packaging material shall bear the following information in legible and indelible marking:

i. The manufacturers name or trademark (or both);
ii. The size and weight range
iii. Batch or date coding
iv. The quantity of packages

6.3 SPECIFICATION FOR DIAPER (DISPOSABLE DIAPER ADULT)
6.3.1 Requirements

Diapers shall:

a) Have been made in accordance with sound manufacturing practice;
b) Be adult disposable diapers for individuals with light to severe incontinence.
c) Be of acceptable uniform make; designed for **extended wear of minimum of 8–12 hours**
d) Be free from defects that can impair the appearance and/or serviceability;
e) Be safe, hygienic, fast absorption and quick-dry surface
f) Have elasticated legs that are fit for purpose;
g) Have two fastening tabs or re-fastenable tabs and landing strips, as required; and

h) Have a fluid impervious outer layer, non-woven inner lining(s) and an absorbent pad
i) Have leak guards to help prevent side leakage
j) Wrap over type with re-fastenable peel-off adhesive tapes at wing extremities.
k) Consist of a dry touch non-woven top lining and a flexible outer plastic or foil at the centre of the diaper between the non-woven lining and a plastic or foil.
l) Shall have an absorbent pad, which consist of non-woven distribution layer which guides the wetness into the absorbent core to protect the skin against re-wetting.
m) Have a wetness indicator
n) Have the absorbent core will have fluff pulp and super absorbent compound to absorb a minimum quantity of liquid.
o) Have the non-woven lining and absorbent pad shall be intermittent bonded to the outer plastic or foil to prevent the pad to disintegrate during usage.
p) Have elastic leg gathers as well as hydrophobic lengthwise leakage cuffs to prevent leakage onto the skin.
q) Be hypoallergenic, non-irritating, fragrance-free variants and free from harmful chemicals.

6.3.2 Size

The following sizes to be made available with approximate dimension thereof:

a) Small (55-85cm waist/ hip)
b) Medium (70-110cm waist / hip)
c) Large (100-150cm waist / hip)
d) Extra-Large (120-170cm waist / hip)

6.3.3 Minimum Absorbency requirements

a) Light Absorbency: Minimum of 200–400 ml of liquid.
b) Moderate Absorbency: Minimum of 400–800 ml of liquid.
c) Heavy Absorbency: Minimum of 800–1200 ml of liquid.
d) Maximum Absorbency: Minimum of 1000 ml+, that would be used for overnight wear or maximum protection.

6.3.4 Packing and Marking”

a) Diapers shall be acceptably packed and shall be delivered in a clean and commercially dry condition.
b) Packaging must be sealed and moisture-resistant
c) Suitable for bulk handling and storage
d) Only diapers of the same size shall be packed together in a bulk container (box, plastic wrap).
e) ±26 diapers in a pack, 4 packs per outer container.

Each pack must material shall bear the following information in legible and indelible marking:

i. The Manufacturer name /importer details (or both);
ii. Product name and type
iii. Size and waist range
iv. Quantity per pack
v. Batch/lot number
vi. Date of manufacture and expiry (if applicable)

vii. Storage instructions

6.4 SPECIFICATION FOR DIAPER (DISPOSABLE PANTS/PULL-UPS)

6.4.1 Requirements

The pants/pull-ups shall:

a) Be anatomically body fit for comfort (rash prevention, safe for skin contact) and mobility
b) Be suitable for moderate to heavy incontinence protection
c) functionally pull-up and pull-down and designed to be worn like normal underwear
d) Long-lasting absorbency of Minimum 1200 – 2500 ml performance
e) Be soft, secure and comfortable when worn
f) Elasticised cloth and containment flaps (anti-leakage barriers) to prevent side leakage
g) leak proof polythene backing, with wide adhesive strip
h) Allow the skin to breathe and must have an odour control
i) Be Hypoallergenic, breathable to reduce skin irritation and pressure sores
j) Absorbent core: fluff pulp combined with Super Absorbent Polymer
k) Fast absorption with dry touch surface

6.4.2 Size

The following sizes to be made available with approximate dimension thereof:

a) Small (55-85cm waist / hip)
b) Medium (70-110cm waist / hip)
c) Large (100-150cm waist / hip)
d) Extra-Large (120-170cm waist / hip)

6.4.3 Packing and Marking

a) Each Moisture-resistant, sealed and tamper-evident
b) Only products of the same size shall be packed together in a bulk container (box, plastic wrap).

The following information shall appear in legible and indelible marking on the outside of each package:

i. The trade name or trademark of the manufacturer (or both);
ii. The name of the product
iii. The size designation, waist range and type;
iv. The number of units in the package; (10 to 14 pants/pull-ups in a pack)
v. The date of manufacture or other suitable batch identification;
vi. Storage instructions

6.5 SPECIFICATION FOR DRAWSHEET (REUSABLE)

6.5.1 Requirements

a) Must be waterproof so as to protect bed/mattress from spills and stains
b) Must be super absorbent and soft texture
c) Cotton, poly-cotton blend or waterproof-backed material.
d) Breathable, durable and skin-friendly
e) High tensile strength for turning/ repositioning
f) Resistant to frequent washing, high-temperature sterilisation, discoloration and shrinking
g) Reinforced seams on all edges to resist tearing during repositioning
h) Hemmed on all sides, minimum double stitching or overlock stitching.
i) Thread strength suitable for load-bearing when lifting/turning.
j) Common colour: white, light blue or as specified by the purchaser.
k) No sharp edges, hard seams, or irritant materials.
l) Should not cause friction burns during repositioning.
m) Non-slip backing if used as a waterproof or positioning drawsheet.

6.5.2 Sizes

a) Small: 90 × 150/180 cm
b) Standard: 100 × 180 cm
c) Large: 110 × 200 cm

Tolerance: ±2% on length/width.

6.5.3 SPECIFICATION FOR DRAWSHEET (UNDERPAD DISPOSABLE)

6.5.3.1Requirements

a) Must be super absorbent to protect bedding from moisture and durable
b) Be designed to ensure non-slip
c) No tearing during the movement of a person
d) Must retain liquid more effectively
e) Non-toxic/ materials, no sharp or abrasive edges
f) Skin-friendly and should not cause pressure marks or irritation
g) Single-use absorbent capacity of a minimum of 1,000 – 2,000 ml, no linting, no leakage under pressure, High wicking action for quick moisture absorption as required by the purchaser.
h) Must have a waterproof back-sheet prevents the loss of liquid through the pad and thus protects bedding.
i) **Dimensions** (**Typical Sizes:** Tolerance: ±2%)
    i. 60 × 60 cm
    ii. 60 × 90 cm
    iii. 75 × 90 cm
    iv. 90 × 90 cm

6.5.3.2 Packing and Marking

a) Hygienically packed and protection from moisture, dust, and contamination

The following information shall appear in legible and indelible marking on the outside of each package:

i. The name of the manufacturer (or both);
ii. The name of the product
iii. The size designation and type
iv. Colour options: white, green, blue, as specified by the purchaser
v. Quantity in the package
vi. Batch /lot number
vii. Care Instruction, as specified by the purchaser
viii. **Disposable:** packed in sealed packs (10s/25s/50s depending on size)

6.6 SPECIFICATION FOR GOWNS (DISPOSABLE)
6.6.1 Requirements

a) The bidder shall supply **disposable gowns** that are suitable for outpatient or minor procedures
b) Designed to provide the right balance of comfort and protection for the widest range of procedures.
c) Single use gowns must be sterile for operating theatre (surgery) or non-sterile for general ward / non-surgical use as specified by the Department
d) Secure-fit, full-body coverage, tie-back waist strap for easy on and off Made from multi-layered non-woven fabric barrier, polypropylene fabric and the gowns should be designed to be fluid resistance according to the system for liquid barrier performance standard: ANSI/AAMI PB70 levels 1,2,3 or 4 (low fluid resistance to high fluid resistance protection)
e) **Reinforced Gown**: Disposable sterile surgical gown with reinforced critical zones (chest and sleeves), compliant with AAMI PB70 Level 3/4 barrier performance."
f) **Non-Reinforced Gown**: Disposable sterile surgical gown without reinforcement panels, providing standard barrier protection compliant with AAMI PB70 Level 1/2."
g) Long sleeves with elastic or knitted cuffs (sleeves) to effectively block dust and contaminants, secure neck closures and waist ties
h) Adjustable Velcro neckline closure or tie-on neckline
i) Adequate overlap at the back
j) Breathable material construction for extended wear and against contaminants
k) The fabric should provide waterproof, tear resistance protection and seam strength
l) Lint-free and non-irritating, non-toxic odour free and hypoallergenic
m) Adheres to protective clothing barrier performance standards: ISO 16603:2004 / ISO 16604:2004 (blood & viral penetration resistance)
n) All textile and non-woven materials supplied shall comply with recognised flammability standards. Where a need arises preference shall be given to compliance with SANS 1423-1:2008: Performance Requirements for Textile Fabrics of Low Flammability. Alternatively, for imported goods bidders may submit proof of compliance with CPSC 16 CFR Part 1610 – Standard for the Flammability of Clothing Textiles.

6.6.2 Size

The following sizes to be made available thereof:

i. Standard size, the waist of approximately
   - 140cm; Length:120cm; can be adjusted tightly

ii. The colour may be blue, white, yellow, red, green or as required by the Department

6.6.3 Packing and Marking

a) Individually wrapped (sterile gowns)
b) Bulk packaging for non-sterile gowns
c) Packaging must protect contents against moisture and contamination

Each product must include:

i. Manufacturer details
ii. Product name and description
iii. Individually packed in sterile barrier packaging
iv. Batch/lot number
v. indicate AAMI level (Level 1–4)
vi. Manufacture and expiry date
vii. Sterility status (if applicable)
viii. Non-reinforced/ reinforced
ix. Storage instructions

6.7 SPECIFICATION FOR LINEN SAVER (DISPOSABLE)

6.7.1 Requirements

a) Multi-layered (super absorbent polymer & fluff pulp) disposable pad to be placed on beds or chairs. Single-use absorbent to absorb bodily fluids, spillages and prevent leakage onto bedding surfaces.
b) Provide a dry and hygienic surface for a person
c) The top layer (contact layer) must be soft non-woven material, hypoallergenic and skin friendly
d) No linting, must retain liquid with no leakage under pressure, High wicking action for quick moisture absorption as required by the purchaser
e) The backsheet (outer layer) must be anti-slip, have a waterproof and leak-proof barrier. High absorption capacity with anti-clumping properties.
f) Tear-resistant during handling and movement, core must not disintegrate when saturated and edges must be sealed to prevent leakage
g) Non-irritant and hypoallergenic Suitable for prolonged skin contact Odour-neutral materials (no strong perfumes)
h) Multiple minimum absorbency capacity of 500ml- light, 1,000ml -moderate, 1,500ml - heavy to extra heavy - ≥2,500 ml absorption.

6.7.2 Sizes

Minimum typical acceptable sizes include:

a) 60 cm x 60 cm
b) 60 cm x 90 cm
c) 75 cm x 90 cm

6.7.3 Packing and Marking

a) Delivered in sealed, hygienic packaging
b) Free from foreign matter, damage or contaminants
c) Clearly labelled for batch traceability

Each packaging must include:

i. Manufacturer details
ii. Product name and description
iii. Individually packed in sterile barrier packaging
iv. Size and absorbency level
v. Batch/lot number
vi. Quantity per pack (10, 20, 50, 100 or 200 units)
vii. Manufacture and expiry date

6.8 SPECIFICATION FOR OVERSHOES (DISPOSABLE)

6.8.1 Requirements

a) Disposable overshoes designed to prevent external dirt, environmental contamination transfer, infection control and maintain hygiene standards
b) Material shall be medical-grade polypropylene (PP), spunbond nonwoven fabric, ensuring adequate strength, breathability, and barrier performance in accordance with AAMI PB70 requirements.
c) The material must be lightweight, breathable construction, fluid-resistant or water resistant and non-toxic
d) Elasticated opening for secure fit around ankle
e) Universal fit (one size fits all), adequate tensile strength, and slip resistance suitable for the intended healthcare or hygiene application
f) Fully enclosed design to cover entire shoe
g) Seamless or heat-sealed edges to prevent tearing
h) Maintain grip and not slip off during movement
i) Resistant to tearing during normal walking use
j) Able to withstand short-term use in high-traffic environments
k) Secure elastic that does not easily loosen
l) Hypoallergenic, skin-safe and odour-free
m) Must remain intact during intended use and easy to put on and remove without tearing

6.8.2 Packing and Marking

a) Delivered in hygienic, sealed packaging
b) Free from damage or contamination and clearly labelled for traceability

Each package must clearly indicate:

i. Manufacturer details
ii. Product name (Disposable Overshoes)
iii. Quantity (Packs of 50, 100, or 200 units),
iv. Material type
v. Batch/lot number
vi. Manufacturing date
vii. Usage instructions

6.9 SPECIFICATION FOR PAD INCONTINENCE

6.9.1 Requirements

a) Pads incontinence disposable shall be made in accordance with sound manufacturing practice, and shall be of an acceptable uniform make, shape and finish.
b) Protect skin from moisture and irritation
c) Provide odour control and leakage prevention under normal persons movement
d) High absorption with minimal rewet
e) Pads must be suitable for use with fixation pants or include adhesive strips for secure placement
f) They shall be free from lumps or shifting of absorbent material, oil spots, streaks of dirt, and similar foreign matter that might affect their appearance or impair their service ability (or both).
g) Anatomically shaped disposable incontinence pad for light to extra heavy incontinence protection
h) The pad shall have a waterproof foil backing and a non-woven top layer which covers the entire surface including the foil edges.
i) The absorbent pad shall have a distribution layer which quickly guides the liquid into the absorbent core and prevents rewetting, thus keeping the surface of the pad dry.
j) The product must ensure a snug fit, increasing comfort and security.
k) The pad must have elasticated sides for comfort and protection. To be used either with stretch pants or inside normal underwear via the use of self-adhesive strip this is attached to pad

6.9.2 Size

The following size shall be made available with approximate dimension of:

- X-small (9-23cm)
- Small (12-26cm)
- Medium (16-32cm
- Large (19-44cm)

6.9.3 Minimum absorbency requirements

a) Light Absorbency: Minimum of 200–500 ml
b) Moderate Absorbency: Minimum of 500–1000 ml
c) Heavy Absorbency: Minimum of 1000–2500 ml of liquid.
d) Extra heavy Absorbency: Greater than (>) 2500ml for overnight wear or maximum protection.

6.9.4 Packing And Marking

a) They shall be delivered in a clean and commercially dry condition and shall, when so required, be capable of withstanding sterilization in an autoclave, or shall be individually sterile-packed
b) Absorbency must be clearly marked on packaging

The following information shall appear in legible and indelible marking on the outside of each package:

i. The trade name or trademark of the manufacturer (or both);
ii. The name of the product;
iii. The size designation and type;
iv. The date of manufacture or other suitable batch identification; and
v. The number of pants/pull-ups in the package (14 or 28 pads in a pack)

6.10 SPECIFICATION FOR SANITARY TOWELS (PAD SANITARY)

6.10.1 Requirements

a) Sanitary towels shall have been made in accordance with sound manufacturing practice, and shall be of an acceptable uniform make, shape and finish.
b) All sanitary towels shall be free from lumps, oil spots, streaks of dirt, and similar foreign matter that might affect their appearance or impair their serviceability (or both).
c) Shall be designed to fit perfectly and move with the body providing ultimate security, comfort and discretion. No deformation or disintegration during use.
d) Highly absorbent core that locks the liquid and odours inside the towel for ultimate protection and comfort.
e) Sanitary towels must have integrated odour control system
f) Provide comfort and protection against leakage and breathable design to reduce moisture and heat
g) Sanitary towels shall be rectangular in shape (with or without wings) and shall consist of filler (which may incorporate a non-absorbent layer) that is completely encased in a cover of woven gauze or of a non-woven material or of a tubular knitted fabric (with or without a seam).
h) The cover in all sanitary towels shall be so sealed or secured that it cannot unwrap from the filler during normal handling and use.
i) Each sanitary pad must consist of soft, non-woven, hypoallergenic material, perforated or embossed for rapid liquid transfer and dry-touch surface
j) **Maternity sanitary towels**:
    i. Shall be with or without loops or shall have adhesive or non-adhesive backing strips on the cover, as required.
    ii. Extra-absorbent to manage heavy postpartum bleeding and provide extended coverage and protection

iii. Promote hygiene and comfort after childbirth
iv. Minimum absorbency ≥ 2,000 ml specifically for heavy to very heavy flow
v. Anti-leak barriers, free from harmful chemicals and preferably fragrance free/unscented
vi. Include strong adhesive strip and suitable for use with maternity mesh pants
vii. Adhesive must not damage undergarments
viii. Odour neutralisation system without strong fragrance
ix. Extra-long and wide design for full protection:
- Length: 350 – 450 mm
- Wider back coverage for overnight protection

6.10.2 Size and absorbency requirements

The following size and absorbency levels shall be made available with approximate dimension:

- Pantyliner – light flow (140 – 180 mm)
- Regular - normal flow (200 – 240 mm)
- Super - moderate to heavy flow (240 – 280 mm)
- Maxi/Night – heavy flow with extended length (280 – 350 mm)

6.10.3 Packing and Marking

a) The packages shall be packed in containers that will protect the contents from damage and contamination during normal handling, transportation and storage
b) Sanitary towels shall be supplied in suitable packages each containing 10 to 12 sanitary Towels. Individually wrapped pads (mandatory for hygiene and distribution)
c) Only packages bearing the same date of manufacture (or other batch identification) and containing sanitary towels of the same construction, size designation, and type shall be packed together in a container.
d) Sanitary towels shall be delivered in a clean and commercially dry condition and shall, when so required, be capable of withstanding sterilization in an autoclave, or shall be individually sterile-packed

The following information shall appear in legible and indelible marking on the outside of each package:

i. The Manufacturer/supplier details
ii. Product name
iii. The size designation and type, and whether with wings, without wings or with adhesive or non-adhesive backing strips
iv. Absorbency type
v. The number of sanitary towels in the package
vi. The date of manufacture or other suitable batch identification

6.11 SPECIFICATION FOR TISSUE PAPER (TOILET PAPER)
6.11.1 Requirements

a) **Grade of the toilet paper shall be of one of the following:**
i. Single ply, soft;
ii. Single ply, utility;
iii. Double ply, soft

b) **Sheets per roll**:
   i. Minimum of 300 to 500 sheets per roll for single ply
   ii. Minimum of 350 sheets per roll for double ply

c) **The paper:**
   iii. Shall be crêped and embossed tissue paper
   iv. Shall be white in colour, as specified by the purchaser
   v. Shall be manufactured from processed cellulose fibres, shall present a neat, well-finished appearance and shall be free of all imperfections or defects (or both) which might affect appearance or serviceability
   vi. Shall be clean and shall be reasonably free from visible wood splinters, specks, holes, tears, wrinkles, abrasive particles or other imperfections
   vii. Shall have no disagreeable odour, either wet or dry
   viii. Shall be uniform in colour and trimmed with clean smooth edges. The sides of each roll shall be neatly cut
   ix. Shall not at any time during manufacture and packaging be exposed to conditions that do not conform to good hygienic practice
   x. Shall serve its core hygienic role with regards to absorption, softness and strength
   xi. The paper shall comply with the physical requirements according to SANS 1887-1:2008.

d) **The material of the core:**
   i. Shall be such that the core is rigid enough not to collapse under normal conditions of transportation and usage
   ii. Shall be evenly and firmly wound on a cylindrical core

6.11.2 Packaging and Marking

a) Rolls shall be unwrapped, wrapped individually or wrapped in groups, as required (in all cases) by the Purchaser.
b) Rolls (whether wrapped or unwrapped) shall be supplied in acceptable corrugated board containers or bulk packages (as specified by the purchaser that are capable of preserving hygienic conditions during handling, transportation, and storage).
c) The wrappers shall be acceptable and shall cover the roll(s) completely.
b) The quantity per container or bulk package shall be in accordance with good commercial practice.
c) Only toilet paper rolls of the same grade, same dimensions and having the same nominal number of sheets and unless otherwise required by the purchaser, of the same colour(s), shall be packed together.

The following information shall appear in clear and indelible marking on each wrapper:

   i. The name or trademark of the manufacturer, or both;
   ii. The words "toilet paper", or similar;
   iii. The grade of paper;
   iv. The nominal number of sheets per roll; and
   v. If the wrapper is opaque, the colour(s) of the paper.

vi. The quantity

6.12 SPECIFICATION FOR TISSUE PAPER (PAPER TOWEL)

6.12.1 Requirements

a) The paper towels shall be single- or double-ply, as specified by the purchaser, and shall comply with the appropriate requirements for physical properties of SANS 1887-1:2008.
b) The paper shall have a crêped and embossed texture, and the colour (white or other colour) of the paper shall be as specified by the purchaser.
c) Every sheet of a perforated roll shall be severed along the perforation and the tear shall be manifestly due to the perforation only.
d) Paper towels shall be supplied in packets or in rolls or as specified by the purchaser
e) When the towels are supplied in rolls, the rolls shall be perforated or unperforated, as specified by the purchaser. The quality of perforations shall comply with the requirements of 4.2.2 of SANS 1887-4:2008.
f) When packets of folded towels are supplied, the folds shall be regular, the edges clean cut, and towels presented in such a way that they can be taken from a suitable dispensing cabinet without sticking or other undue difficulty.

6.12.2 Packing and Marking

a) Single paper towels shall be supplied in packets that, unless a special type of packet is specified by the purchaser, are normal to acceptable commercial practice.
b) Unless otherwise specified by the purchaser, each roll of paper towels shall be completely covered by a wrapper.
c) Packets and rolls shall be packed in acceptable corrugated board containers or bulk packages, and the quantity per container shall be as specified by the purchaser.
d) Only packets or rolls of the same grade, ply, texture, colour (unless packing together of packets of different colours is required by the purchaser), and number and size of sheets (or, in the case of unperforated rolls, roll width and length) shall be packed together in a bulk container.

The following information shall appear in legible and indelible marking on each packet and wrapper:

i. The name or trademark of the manufacturer or both
ii. The name of the product;
iii. Description of the product (i.e. paper towels);
iv. The number and size of sheets or roll length (as relevant);
v. The ply of the paper; and
vi. The colour (as specified by the purchaser).

6.13. SPECIFICATION FOR TISSUE PAPER OR DISPOSABLE WIPING PAPER (IN ROLLS)

6.13.1 Requirements

Rolls of wiping paper shall be of one of the following **types,** as specified by the purchaser:

a) **Type 1 (economy grade):** an economy single-ply lower grammage grade intended for use where a cheap, reasonably strong, reasonably absorbent tissue is required, but where appearance and softness are relatively unimportant. The major area of application would be where heavily soiled items require cleaning that necessitates the use of large quantities of wiping paper, e.g. workshops.
b) **Type 2 (standard grade):** a standard single-ply grade intended for use where a wet strength tissue is required, with reasonable qualities of appearance, strength, absorbency and softness. The general area of application would be the likes of light workshops and sculleries.
c) **Type 3 (premium grade):** a premium two-ply grade intended for use where a certain amount of luxury is required, and where appearance, absorbency and softness are more important than strength. The general area of application would be where hygiene and cleanliness play a role, e.g. kitchens and laboratories.
d) **Paper**
    i. The paper shall be crêped and may have an embossed finish.
    ii. Be white in colour
    iii. Free from harmful chemicals, dyes, or contaminants
    iv. High absorbency (quick liquid uptake)
    v. Strong and durable when wet
    vi. Suitable for oil and grease absorption, surface cleaning and hand drying
    vii. Minimal linting (does not leave residue
    viii. The visual, physical and chemical properties of the paper shall comply with the requirements of SANS 1887-1, relevant to the type of paper.
e) **Cores**
    i. A core shall be of a material that is suitable for the purpose and such that the core will not become deformed or collapse under normal conditions of transportation, storage and usage.
    ii. The paper, consisting of one or two plies, as relevant to the type, shall be firmly and neatly wound on a core.
    iii. The outer end of the length of paper on a roll shall be secured to the roll in such a way as to remain intact during normal handling and transportation yet allowing it to be freed without damaging more than one layer of paper.
    iv. There shall be at most one unspliced break or at most one neat splice in a roll of paper.

f) **Dimensions**
    i. When determined in accordance with SANS 1887-5:2008, the dimensions of each roll shall comply with the respective requirements.

6.13.2 Packing and Marking

a) Rolls shall be individually and completely wrapped or placed in a bag and further packed in accordance with good commercial practice.
b) Rolls are not required to be packed in outer containers such as boxes, but if so, specified by the supplier, then each container shall bear the marking as specified.

The following information shall appear in legible and indelible marking on a label within or on the wrapping of each roll, or if the roll is contained in a bag, on the bag, and on the outer container, if relevant. The label shall be clearly visible from the outside of the closed roll or bag:

i. The manufacturer's name or trademark, or both;
ii. A description of the product (i.e. wiping paper);
iii. The number of plies of the paper;
iv. The type number and type name of the roll;
v. The nominal length of paper on the roll;
vi. The nominal width of the paper on the roll; and
vii. Sheet count / roll count

6.14 SPECIFICATION FOR TISSUE PAPER (PAPER-TOWEL ROLLS FOR CENTRE-FEED DISPENSING DEVICES)

6.14.1 Requirements

a) The paper shall comply with the requirements for visual, physical and chemical properties of SANS 1887-1.
b) The paper shall have a crêped texture (embossed or unembossed)
c) The paper on a roll shall be perforated or unperforated, as specified by the purchaser. Perforations and the tear shall be manifestly due to the perforations only
d) The colour and ply of the paper (which shall be single- or double-ply) shall be as specified by the purchaser.
e) The paper, consisting of one or two plies, as relevant, shall have been firmly wound onto a full-length core, which shall be easily removable by hand.
f) A core shall be of a material that is suitable for the purpose and such that the core will not become deformed or collapse under normal conditions of transportation, storage and usage.
g) The inner end of the paper on a roll shall, after removal of the core, be sufficiently free to allow the paper to be dispensed from the inside by pulling the free end of the paper through one end of the opening from which the core has been removed.
h) The outer end of the paper on a roll shall be so secured to the roll that the end remains intact during normal handling and transportation but can be freed without damage to more than one layer of paper.
i) The paper on a roll shall be of one continuous length and there shall be at most one unspliced break or at most one neat splice in a roll of paper, so as not to impair the dispensing process of the paper.
j) The length of the paper roll shall be at least 250mm. The length of the perforated sheet shall be not less than 300 mm and not more than 500 mm unless otherwise specified by the purchaser.
k) The overall width of a roll shall not exceed 245 mm.
l) The internal diameter of a core shall be at least 50 mm.
m) The external diameter of a roll shall not exceed 230 mm.
n) The paper towel shall be absorbent and strong enough to see any job through from start to finish without falling apart and absorbent enough to dry hands with ease

6.14.2 Packing and Marking

a) Rolls shall be packed in accordance with good commercial practice, in acceptable corrugated board boxes or suitable bulk packages,
b) Each box or package containing four rolls of paper towel of the same colour and ply, either perforated or unperforated.

The following information shall appear in legible and indelible marking on each corrugated board box or suitable bulk packages:

i. The name or trade name or trademark of the manufacturer;
ii. A description of the product (i.e. paper towels for centre-feed dispensers);
iii. Whether the rolls are perforated or unperforated;
iv. The ply and colour of the paper
v. The roll length and dimension of the paper
vi. Batch / lot number

6.15 SPECIFICATIONS FOR TISSUE PAPER (PAPER SERVIETTE)
6.15.1Requirements

The paper serviettes shall be one of the following type and ply:

Type 1:
a) Intended for use as a soft absorbent dinner napkin,
b) Serviettes shall be single-ply or multi-ply (soft absorbent dinner napkin)
c) Serviettes shall be crêped and embossed.

Type 2:
a) Primarily intended for use as a non-absorbent napkin for handling foodstuffs.
b) Serviettes shall be single ply (non-absorbent napkin)
c) Serviettes shall be embossed

6.15.2 Physical requirements

a) The paper serviettes shall be uniformly made, square cut, and trimmed clean with even edges.
b) Serviettes shall be white or coloured, the colour of which shall be specified by the purchaser
c) The paper serviettes shall be folded or unfolded as specified by the purchaser.
d) Free from any harmful chemicals and contaminants
e) Non-toxic and suitable for direct contact with the skin
f) When folded open, no dimensions of a single-ply paper serviette shall be less than 300 mm.
g) When folded open, no dimensions of a multi-ply paper serviette shall be less than 330 mm.
h) The serviettes shall comply with the visual properties and physical requirements as given in SANS 1887-1:2008.

6.15.3 Packing and Marking

a) Serviettes shall be folded or unfolded and shall be packed in primary packages.
b) The nominal quantity in each primary package shall be within normal commercial practices, as specified by the purchaser.
c) Only serviettes of the same dimensions shall be packed together in a primary package.
d) Protect against contamination and moisture, be sealed and easy to store

The following information shall appear in legible and indelible marking on the outside of each primary package:

i. The trade name or trademark of the manufacturer or both
ii. The name of the product (paper serviettes / napkin)
iii. The quantity (50,100,200,500 units)
iv. Dimensions, ply and colour(s) of the serviettes
v. Batch / lot number
vi. Care/wash symbols for napkin

6.16 SPECIFICATIONS FOR PAPER CUPS (DISPOSABLE)
6.16.1Requirements

a) Disposable paper cups that will be used for serving hot and cold beverages in institutions and office environments.
b) Must be food-safe, free from harmful substance and odourless
c) The cups must not impart any flavor or odor to their contents.
d) Manufactured from food-grade paperboard and lined with Polyethylene (PE) or biodegradable PLA coating to ensure liquid resistance.
e) Leak-proof and liquid-resistant Heat-tolerant (suitable for hot beverages)
f) Stable foundation (anti-tip design); ideal for single-use hygienic applications.

6.16.2 Sizes (Approximately)

a) Medium (250 ml)
b) Large (350 ml)

6.16.3 Packaging and Marking

a) Packaging must safeguard against contamination and structural deformation.
b) Ensure that it is securely sealed and clearly labelled
c) Supplied in sleeves or cartons

Labelling on the packaging outside must include:

i. Manufacturer/supplier details
ii. Product type (paper cup)
iii. Size/capacity

iv. Quantity per pack (50 cups per sleeve)
v. Batch/lot number

6.17 SPECIFICATION FOR TISSUE PAPER (TISSUE FACIAL)
6.17.1 Requirements

a) The tissue paper shall be made from processed cellulose fibre pulp and shall be white or coloured. When coloured, the colour(s) shall be specified by the purchaser.
b) It shall be crêped, highly absorbent and shall also comply with the requirements for visual properties as indicated on SANS 1887-1:2008.
c) Shall be soft, for gentle cleaning, blowing or wiping the face or nose.
d) Ply Options: 2-ply or 3-ply for comfort as specified by the purchaser.
e) Recycled or biodegradable tissues align with eco-friendly goals.
f) Shall not at any time during manufacture and packing be exposed to conditions that do not conform to good hygienic practice.
g) Unscented and free from harmful substances and irritants
h) High absorbency, soft finish, strong when wet, free from holes, defects, or contaminants
i) The size designation and dimensions of sheets shall conform to the appropriate values as specified by the purchaser

6.17.2 Packing and Marking

a) Sheets shall be folded and shall be packed in primary packages.
b) Protect contents from moisture/contamination,be sealed and tamper-evident
c) Only sheets of the same dimensions shall be packed together in a primary package.
d) The colour of the sheets in each primary package shall be as specified by the purchaser.
e) Only primary packages containing sheets of the same dimensions shall be packed together in a secondary and or tertiary container.

The following information shall appear in legible and indelible marking on the outside of each primary package:

i. The name or trademark of the manufacturer or both;
ii. The name of the product;
iii. The quantity, (minimum of 60 -200 sheets)
iv. Dimensions, ply and colour(s) of the sheets
v. **Pocket tissue**: 2,3 ply, interfolded pull out type, 8 -20 tissues per pack

6.18 SPECIFICATION FOR CAPS THEATRE (DISPOSABLE)

6.18.1Requirements

a) Disposable hair caps designed for hygiene maintenance and contamination control across healthcare, food service, laboratory, and sanitation sector.
b) Effective full hair containment, breathable and provide comfort for extended wear and prevent contamination from hair and scalp
c) Tear-resistant under normal use, lightweight and comfortable
d) Suitable for single use only
e) Lint-free / low linting as required by the Department
f) Fluid resistant and non-toxic
g) Caps must be made from non-woven polypropylene (PP) or Spunbond / (Spunbond-Meltblown-Spunbond sms) fabric
h) Elasticated edge, no lose elasticity during use, Secure fit without excessive tightness and anti-static properties

6.18.2 Packing and marking

a) Clean, sealed packaging
b) Free from contamination or damage
c) Batch traceable

Outer packaging must indicate:

i. Manufacturer and country of origin
ii. Product name and type (bouffant/surgeon cap)
iii. Size (if applicable)
iv. Quantity
v. Batch number

6.19 SPECIFICATION FOR WIPES NON-WOVEN FABRIC

6.19.1Requirements

a) Disposable single layer non-woven fabric wipes designed for general surface cleaning, equipment wiping and spill management
b) Made from non-woven fabric (≥ 40 gsm) (spunlace, spunbond, SMS, or viscose/polyester blend)
c) Lint-free or low linting, strong, breathable and durable, even when wet
d) Non-toxic and safe for skin contact
e) Must provide optimal absorbency (wet/dry) and tear resistance
f) Maintains structural integrity when wet without disintegrating
g) Compatible with cleaning chemicals and disinfectants
h) Approximate sizes
small 200 x 200mm
Standard 300 x 300mm preferably
Large 400 x400mm

6.19.2 Packing and marking

a) May be supplied in flat packs or roll format as required by the Department
b) Be sealed and moisture-resistant
c) Protect from contamination and allow easy dispensing

Each packaging /container must indicate:

i. Manufacturer/supplier details
ii. Product type
iii. Sheet size and quantity (flat packs 50,100,200 or roll format: perforated wipes)
iv. Material composition
v. Intended use (general/medical/industrial/food)
vi. Batch/lot number

7.GENERAL REQUIREMENTS

a) Goods shall be supplied in acceptable bulk packages that can preserve hygienic conditions during handling, transportation and storage.
b) No product that has been damaged in transit shall be accepted by the end user.
c) The products delivered shall be aesthetically pleasing and shall meet packaging requirements which take into account the absence of damage or deterioration due to transportation and/ or storage.
d) All products to be delivered in a hygienic covered transportation.
e) Partner with vetted suppliers who can guarantee uninterrupted supply of disposable products, timely delivery and quality assurance.
f) Compliance with Regulatory Requirements and Product safety test report may be required by the Department as in when the need arises
g) Ensure all disposable products comply with national standards and sector specific regulations
h) CE marking or equivalent (if imported)
i) No misleading product claims (“100% leak-proof”, “medical grade”) without supporting proof
j) Clear material disclosure (e.g., nonwoven composition) and accurate product naming

8. QUALITY ASSURANCE AND INSPECTION

a) Bidders must provide a valid SAHPRA Licence for products classified as medical devices, including but not limited to surgical/isolation gowns may be sterile or non-sterile for medical use, underpads for hospital use, adult diapers for medical/hospital use
b) All other required products that fall outside the classification/scope of medical devices and do not necessitate SAHPRA licensing must adhere to the relevant SANS, ISO, or applicable safety standards.
c) Products may be rejected if defective, damaged, past expiry date or non-compliant with specification
d) Supplier must replace rejected stock at own cost
e) Monitoring systems for supplier performance and product quality will be implemented.
f) Where applicable training on product use may be required by the Department
g) The Department reserves the right to mandate random batch laboratory testing at any time.

9. ENVIRONMENTAL CONDITIONS

a) All packaging materials shall be environmentally friendly and recyclable.
b) All products delivered shall be of superior quality and fit for the purpose for which they are intended, and, when used properly in accordance with any written instructions notified to the End user by the Service Provider, will not represent an environmental, health or safety risk.

10. PROJECT MANAGEMENT

a) The service provider must have in their employment a dedicated person who will oversee and take full responsibility for managing and ensuring effective administration of the project.
b) The dedicated person is expected to have a team of 4 personnel (Project officer/manager, office administrator, driver and assistant driver) that will be responsible for order processing and customer communication, attend to customer complaints, compile reports and give recommendations where necessary.
c) The dedicated person must ensure that product delivery to the department (end-user) is according to the schedule with specified dates of delivery. Any anticipated deviations should be communicated to the end-user in advance.
d) Drivers and the Assistant driver must have a valid driver's license and a valid PrDP, minimum driving experience 2 years.
e) Ability to complete logbooks, delivery notes, and inspection checklists.
f) Safety training, loading/offloading, handling goods, customer service skills be able to interact with clients during delivery.
g) The Bidder shall ensure that neither the company, its directors, nor any employees assigned to the contract have any criminal convictions related to fraud, corruption, theft, or any offence involving dishonesty. Prior to the commencement of the contract, the successful bidder must submit a signed declaration confirming the above.
h) The procuring entity reserves the right to request SAPS Police Clearance Certificates of any personnel where deemed necessary. Failure to disclose such information may result in disqualification, contract termination in accordance with applicable procurement regulations.
i) The Bidder shall commit to ensuring that all personnel deployed under this contract are South African Citizens and ensuring full compliance with all relevant labour and transformation legislation throughout the execution of this contract.
j) The employment of foreign nationals shall be limited to scarce or critical skills not readily available within South Africa. Proof of valid work permits and justification for such employment shall be provided upon request.

11. SCHEDULE CONSTRAINTS

a) Delivery shall be mutually agreed upon between service provider and the institutions concerned.
b) The schedule may include weekends and holidays which must be taken into account by the service provider in order to prevent unnecessary delays or non-deliveries.
c) All schedules provided are to be strictly adhered to and any anticipated deviations from the delivery schedule must be communicated to the GPT and End User in advance.

12. PRODUCT LIST

Master Description
DIAPER BABY
Diaper disposable baby extra-large elastic 50/pack
Diaper disposable baby large elastic 54/pack
Diaper disposable baby large 200 /pack
Diaper disposable baby medium elastic 84/pack
Diaper disposable baby medium 200/pack
Diaper disposable baby small elastic 84/pack
Diaper disposable baby small 400 /pack
Diaper disposable baby prem elastic 30/pack
DIAPER ADULT
Diaper disposable adult extra-large severe 26/pack
Diaper disposable adult extra-large 28/pack
Diaper disposable adult large heavy 26/pack
Diaper disposable adult large severe 26/pack
Diaper disposable adult large 28/pack
Diaper disposable adult large 14/Pc 100-150cm
Diaper disposable adult medium heavy 26/pack
Diaper disposable adult medium severe 26/pack
Diaper disposable adult medium gel moderate 18/pack
Diaper disposable adult small heavy 26/pack
Diaper disposable adult small severe 26/pack
Diaper disposable adult small 28/pack
Diaper disposable adult small moderate gel 18/pack
DISPOSABLE PANTS/PULL-UPS
Diaper disposable pants/pulls Extra Large, moderate to heavy incontinence 10/pack
Diaper disposable pants/pulls Large, moderate to heavy incontinence 10/pack
Diaper disposable pants/pulls Medium, moderate to heavy incontinence 10/pack
Diaper disposable pants/pulls Small, moderate to heavy incontinence 10/pack
Diaper disposable pants/pulls Extra Large, moderate to heavy incontinence 14/pack
Diaper disposable pants/pulls Large, moderate to heavy incontinence 14/pack
Diaper disposable pants/pulls Medium, moderate to heavy incontinence 14/pack
Diaper disposable pants/pulls Small, moderate to heavy incontinence 14/pack

Master Description
DRAWSHEET (DISPOSABLE AND RE-USABLE)
Drawsheet 156 x100m rectangular white
Drawsheet 1560 x1000mm 48g/m pack/100
Drawsheet paper 156m x100mm laminated
Drawsheet 2m L x 1m W laminated paper
Drawsheet 185 x130cm cotton reusable
Drawsheet 1m x 156m disposable
GOWNS (SURGICAL DISPOSABLE)
Gowns standard surgical –**extra-extra-large**, sterile without reinforcement, single or standard multilayer fabric (SMS fabric without extra panels or spunbond polypropylene) Minimal to moderate fluid exposure, breathable, general theatre/ward use, AAMI PB 70 Level 1,2 pack ± 28 individually wrapped
Gowns standard surgical –**extra-large**, sterile without reinforcement, single or standard multilayer fabric (SMS fabric without extra panels or spunbond polypropylene) Minimal to moderate fluid exposure, breathable, general theatre/ward use, AAMI PB 70 Level 1,2 pack ± 28 individually wrapped
Gowns standard surgical –**medium**, sterile without reinforcement, single or standard multilayer fabric (SMS fabric without extra panels or spunbond polypropylene) Minimal to moderate fluid exposure, breathable, general theatre/ward use, AAMI PB 70 Level 1,2 pack ± 20/24/28 individually wrapped
Gowns standard surgical –**small**, sterile without reinforcement, single or standard multilayer fabric (SMS fabric without extra panels or spunbond polypropylene) Minimal to moderate fluid exposure, breathable, general theatre/ward use, AAMI PB 70 Level 1,2 pack ± 20/24/28 individually wrapped
Gowns – surgical **extra-extra-large**, sterile with reinforcement, multi-layer with additional reinforcement panels (SMMS, polyethylene film, or coated fabric), high-fluid surgical procedures, breathable, AAMI PB 70 Level 3,4 pack, ±20/24/ 28 individually wrapped
Gowns –surgical **extra-large**, sterile with reinforcement, multi-layer with additional reinforcement panels (SMMS, polyethylene film, or coated fabric), high-fluid surgical procedures, breathable, AAMI PB 70 Level 3,4 pack ± 20/24/28 individually wrapped
Gowns – surgical **large**, sterile with reinforcement, multi-layer with additional reinforcement panels (SMMS, polyethylene film, or coated fabric), high-fluid surgical procedures, breathable, AAMI PB 70 Level 3,4 pack ± 20/24/28 individually wrapped
Gowns – surgical **medium**, sterile with reinforcement, multi-layer with additional reinforcement panels (SMMS, polyethylene film, or coated fabric), high-fluid surgical procedures, breathable, AAMI PB 70 Level 3,4 pack ± 20/24/28 individually wrapped
Gowns – surgical **small,** sterile with reinforcement, multi-layer with additional reinforcement panels (SMMS, polyethylene film, or coated fabric), high-fluid surgical procedures, breathable, AAMI PB 70 Level 3,4 pack ± 20/24/28 individually wrapped
Gown surgical unsterile large blue
Gowns surgical breathable high xxl
Gown surgical xx-large 140x165cm
Gown surgical x-large cuff elastic

Master Description
Gown high risk infection xx-large
Gown high risk infection control x-large
Gown high risk infection control large
Hood with peel away level 4 Flyte
EMERGENCY SPILL KIT
Personal protection kit Dupont
Decontamination kit contains equipment
Spill kit minor emergency
LINEN SAVER
Linen saver/underpad paper 65 x 51cm
Linen saver/underpad sheet 60 x 60cm
Pad bed protective linen saver 380 x 510mm
Pad bed linen protect 6-ply 650 x 510mm
Pad bed linen protect 6-ply 1000 x 510mm
Pad bed linen protect 4-ply 650 x 510mm
Pad bed linen protect 4-ply 1000 x 510mm
OVERSHOES (SHOE COVERS DISPOSABLE)
Overshoes disposable - polypropylene (spunbond), non-woven fabric, breathable water-resistant, medical and general hygiene environments, 25-45 gsm Colour: Blue/white/green, one size fit all Pack of 100 units
Overshoes disposable -chlorinated polyethylene (CPE), waterproof, non-slip for wet environments, industrial and hospital use, 25-45gsm Colour: blue, one size fit all Pack of 100 units
Overshoes disposable– Polypropylene multilayer (Spunbond + Meltblown), breathable and improved fluid resistance, controlled healthcare environment 25–45 gsm Colour: blue, one size fit all Pack of 100 units
PAPER CUPS (DISPOSABLE)
Cups polystyrene, disposable, pack (50 cups per sleeve) Cup size: 250 ml
Cups polystyrene, disposable, pack (50 cups per sleeve) Cup size: 350 ml
THEATRE/SURGICAL CAPS (DISPOSABLE)
Disposable Surgical Caps (Bouffant), elastic, non-woven fabric (Polypropylene, SMS), Colour: blue, green, one size fits all Pack of 20 – 100 units
Disposable Surgical Caps (Clip Cap), elastic, non-woven fabric (Polypropelene) Colour: blue, green, one size fits all

Master Description
Pack of 20 – 100 units
Disposable Surgical Caps (Tie-back/drawstring), non-woven (SMS) Colour: blue, green, one size fits all Pack of 20 – 100 units
Disposable Theatre Caps (Tie-back/drawstring), non-woven (SMS) Colour: blue, green, one size fits all Pack of 20 – 100 units
Heavy-duty Disposable Caps, elastic, multilayer SMS Colour: blue, green, one size fits all Pack of 20 – 100 units
Disposable Caps (Large Size / Extra Volume), elastic, non-woven Colour: blue, green, one size fits all Pack of 20 – 100 units
PAD INCONTINENCE
Pad incontinence shaped large 28/pack
Pad incontinence shaped medium 28/pack
Pad incontinence shaped x-small 24/pack
Pad incontinence adult light 650ml maxi 14/pack
Pad incontinence adult light midi 350ml 14/pack
Pad incontinence adult light mini-14/pack
PAD SANITARY
Pad sanitary maternity 31-33x16-18cm 12/pack
Pad feminine shape normal 245x75mm 12/pack
PAPER TOILET
Paper toilet jumbo s/ply 100mmx550mx8/cartoon
Paper toilet roll s/ply 500x48 soft
Paper toilet roll s/ply 500x48 utility
Paper toilet sheet s/ply utility 213x105mm
PAPER SERVIETTE
paper Serviette single ply white 1000
Paper Serviette two-ply white 160x210mm
Paper serviette two-ply white 330x330mm
Paper serviette Dispenser 210x160mm close
TISSUE FACIAL
Tissue facial 2 ply white 190x212mm 36/cartoon
Tissue facial 2 ply white 195x210mm 36/cartoon
TISSUE POCKET
Tissue pocket two ply 100mmx40mm

Master Description
PAPER TOWELS
Paper towel med roll perforated 444x508 9/pack
Paper towel med roll perforated 444x254 12/pack
Paper towel med sheet perforated 425x480 10/pack
Paper towel rolls/ply unperforated 1400x205mm
Paper towel sheets ply 212x240mm 100sheets
Paper towel sheet s/ply 240x324mm 20/pack
Paper towel sheets/ply 330x245mm 100sheets
Paper towel single sheet fold 350x240mm
Paper towel roll s/ply perforated 360x240 4/pack
Paper towel roll s/ply unperforated 360x235 4/pack
WIPES (NON-WOVEN FABRIC)
Wipes clean sheet 300x400 green 6x50
Wipes clean sheet 300x400 red 6x50
Wipes clean sheet 300x400 yellow 6x50
Wipes clean sheet 300x400mm blue 6x50
Wipes clean sheet 600x300 blue 5x50
Wipes clean sheet 600x300 green 5x50
Wipes clean sheet 600x300 red 5x50
Wipes clean sheet 600x300 yellow 5x50
Wipes paper 1ply roll unperforated 210mmx1500m
Wipes paper 2ply roll unperforated 270mmx1000m
Wipes paper 2ply roll unperforated 270mmx1500m
Wipes dry 60x40cm blue spun lace
Wipes dry 60x40cm green spun lace
Wipes dry 60x40cm red spun lace
Wipes dry 60x40cm yellow spun lace

13. EVALUATION METHODOLOGY

Evaluation of the bids will be conducted in two stages as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

STAGE ONE

The first stage will be the evaluation of bids on **mandatory administrative compliance, desk-top evaluation and site visit evaluation**.

STAGE TWO

The second stage of evaluation will be the 80/20 or 90/10 preference point system,

- 20 or 10 points are allocated for preference
- 80 or 90 points are allocated for price.

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE

MANDATORY ADMINISTRATIVE DOCUMENTS REQUIRED	SUBMITTED YES/NO
1. Standard Bidding Documents (SBD 1) completed and signed	
2. Standard Bidding Documents (SBD 4) completed and signed	
3. POPIA Consent form must be fully completed and signed	
4. GPG Integrity Pact for Businesses must be fully completed and signed	
5. Bidders should quote for all the items per category and those who do not quote for all the items per category will be eliminated **(PRICING SCHEDULE-APPENDIX 1)**	
6. Bidders must only bid for one corridor and one cluster within the primary category **(REFER TO PARAGRAPH 17.1)**	
7. **VALID COMMITMENT LETTER/S** Where the bidder is not the original manufacturer of the offered product/s as listed in paragraph 12 (Product list), the bidder shall submit a valid letter/s of confirmation from the original manufacturer, reseller, or wholesale supplier confirming that the bidder is authorized to supply and/or resell the product/s offered in response to this bid. Roles and responsibility for the bidder must be stipulated on the letter. **OR** Where the bidder is the original manufacturer of the product/s offered as listed in paragraph 12 (Product list) and does not source such product/s from another company, the bidder shall submit a signed confirmation letter on the company's official letterhead confirming that the product/s will be manufactured, supplied, and distributed from its own production facilities. **(Letter must indicate that all products are available and must be signed)**	
8. The bidder to submit a valid copy of ISO 9001:2015 /ISO 9001:2026 / SANS 14001:2015/ISO 14001:2026 / SANS 45001:2021 or ISO 45001:2018 certificate from the source of supply/ manufacturer with the tender document.	

➢ **ISO 9001:2015 or ISO 9001:2026** shall be accepted, provided that such certificates are valid at the bid closing date. The transition period from ISO 9001:2015 to ISO 9001:2026 expires on **30 September 2029**. ➢ **ISO 14001:2015 or ISO 14001:2026** shall be accepted, provided that the certificate is valid on the bid closing date. The transition period from ISO 14001:2015 to ISO 14001:2026 expires on **30 April 2029**.	
9. **SUBMISSION OF A COPY OF SAHPRA LICENCE FOR MEDICAL USE/DEVICES** o Manufacturers: SAHPRA Manufacturer Licence/ o Importers/Distributors: SAHPRA Distributor Licence/ o Wholesalers: SAHPRA Wholesaler Licence **Bidders offering medical device products (adult diapers, pull-ups, underpads /linen savers, incontinence pads, medical gowns, theatre caps, and medical overshoes) shall submit a valid SAHPRA Medical Device Establishment Licence bearing name of bidder or source of supply or (other proof of compliance as recognised by SAHPRA subject to verification with SAHPRA)**.	
10. In the case of a joint venture all tenderers must submit an agreement letter, signed by both companies	

Bidders that do not comply with the above requirements shall not be considered for the next stage of evaluation.

STAGE 1B: DESK-TOP EVALUATION

Total points = 60 Points
Minimum Threshold = 40 Points

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

Criterion	Comments	Points
1. Human Resource Management	**Bidder/s must provide 4 (four) individual resources in order to split responsibilities.** (One (1) Project/Office Manager, One (1) Office Administrator One (1) Driver and (1) Assistant Driver). **PROJECT/OFFICE MANAGER** i. No CV attached that include the clearly indicating the relevant experience and position and qualification **(0 Points)** ii. Project Management/Supply Chain/ Logistics/ Procurement/ Business Management/Operations (NQF Level 5 or higher qualification attached**) (5 Points)**	**20**

	iii. CV attached indicating position and 2 years or more of experience in any of the following areas: sourcing of supplies, stock planning, logistics and distribution, managing transport personnel (drivers & assistants), ensuring on-time delivery, quality assurance and compliance, customer service, monitoring progress and reporting. **(5 Points)** **OFFICE ADMINISTRATOR** i. No CV attached that include the clearly indicating the relevant experience and position and qualification **(0 Points)** ii. Grade 12 / Matric /Office Administration / Office Management (NQF Level 4or higher qualification attached**) (2 Points)** iii. CV attached indicating position and 1 year or more of experience in any of the following areas: data capturing, communication skills, use of office equipment, computer literate, knowledge of different disposable product, able to maintain stock list and pricing, customer service, ability to keep and track all records (quotes, delivery notes, purchase orders, proof of delivery. **(2 Points)** **DRIVER AND ASSISTANT DRIVER** i. No Copies of driver's licences including Valid Professional Driving Permit (PrDP attached for both driver and the assistant driver **(0 Points)** ii. Valid Driver's Licence including Valid Professional Driving Permit (PrDP) for both the driver and the assistant driver attached. **(4 Points)** iii. Minimum driving experience of 2 years or more for **EACH** o Driver **and** o Assistant driver attached. **(2 points)** **Bidder/s must attach copies of CV's and qualification for all personnel where required and must clearly indicate the relevant experience and position on the CV to score relevant allocated points.** **Copies of driver's licence and PrDP for each: the driver and assistant driver as required above must be attached.**	
2. Proof of Transport ownership and /or outsourcing to deliver products (insulated vehicle)	**RC1 copy or valid signed letter of commitment:** i. No RC1 copy or valid signed letter of commitment **(0 Points)** ii. If the bidder is sourcing transportation (covered bakkie/panel van), from another company, a letter of commitment from the Principal Company formalizing the transportation agreement for supply **(15 Points)** **A letter of commitment on the letterhead of the issuer signed by both parties'/lease agreement must be attached.** **OR**	**15**

	iii. If the bidder has their own transport (covered bakkie/panel van) not leasing/hiring from another company, a confirmation of the vehicle registration registered in the business name or in a director's name stating that the transportation belongs to the company or director, must be attached.**(15 Points)** **Copy of a Certificate of Registration in respect of Motor Vehicle (RC1) as per National Road Traffic Act No. 64 of 2008 (as amended)** **Note: The vehicle used for transportation must be covered to protect the items delivered.**	
3. Identification and Traceability policy	**The Bidder should have a policy of identification and traceability in place** ➢ No traceability and identification policy in place **(0 Points)** ➢ Identification and Traceability Policy that will include the following: ➢ Purchase order (order number, product description, quantity, delivery date) **(2 Points)** ➢ Delivery note /invoice from manufacturer/distributor (batch number, order number, product description, quantity) **(8 Points)**	**10**
COMPANY EXPERIENCE (Demonstrate the company experience in supply and delivery services within the last 10 years). Submit a copy of signed reference letters on a client letterhead that include verifiable contact details	**Bidders must provide an AWARD LETTER/S OR PURCHASE ORDERS OR CONTRACT/S together with SIGNED TESTIMONIAL /REFERENCE LETTERS IN SUPPLY AND DELIVERY of disposable products performed not older than 10 years.** i. No proof of testimonial /reference letters that are accompanied by either the signed contracts agreement or appointment letter or award letters or purchase order in respect of supply and delivery of disposable products **(0 Points)** ii. 1 testimonial / reference letter that are accompanied by either the signed contracts agreement or appointment letter or award letters or purchase order in respect of supply and delivery of disposable products **(5 Points)** iii. 2 testimonial / reference letters that are accompanied by either the signed contracts agreement or appointment letter or award letters or purchase order in respect of supply and delivery of disposable products **(10 Points)** iv. 3 or more testimonial / reference letters that are accompanied by either the signed contracts agreement or appointment letter or award letters or purchase order in respect of supply and delivery of disposable products **(15 Points)** **PLEASE NOTE THAT THE ATTACHED TESTIMONIAL/REFERENCE LETTER/S SHOULD CORRESPOND OR ALIGN WITH CONTRACT AGREEMENT OR APPOINTMENT LETTER/S OR AWARD LETTER/S**	**15**
TOTAL POINTS = 60 Points and bidders scoring less than a minimum threshold of 40 Points will be eliminated.		

STAGE 1C: SOURCE OF SUPPLY- SITE VISIT EVALUATION 82 points

- **AVAILABILITY OF PRODUCTS**: The availability of all products required as per specification requirement will be verified during the site visit **(Page 6 of 44)**

- **If the bidder has more than one source of supply, all the sources of supply will be evaluated and must reach a minimum threshold. Should one of the sources of supply fail to reach the stipulated minimum threshold, the bidder will not be considered for further evaluation.**

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS, THE BIDDER WILL BE ELIMINATED.

STAGE 1C (SOURCE OF SUPPLY) TOTAL POINTS = 82 POINTS and MINIMUM THRESHOLD = 60 POINTS

SOURCE OF SUPPLY		
Criterion	**Comments**	**Points**
1. Human Resource Management	**Is the staff competent to do the work on the basis of education, training**: i. No documented records of training in place **(0)** ii. Yearly training schedule/plan indicating training conducted or planned for employees involved in any of the following: production, quality management, warehousing, logistics, and distribution of the offered product(s) **(1)** iii. Attendance register/s **(1)** iv. Certificates or assessment records **(2)**	**4**
2. Regulatory Compliance	**Valid documents - all listed below** i. No documents in place COIDA & OHS **(0)** ii. COIDA **(1)** iii. OHS **(1)**	**2**
3. Documented Purchasing Process/procedure	**Documented Purchasing process/ procedure** i. No documented procedures **(0)** ii. Selection criteria **(2)** iii. Approved supplier list **(2)** iv. Supplier evaluation (Incoming raw material inspection/ In-process quality checks) **(2)**	**6**
4. Housekeeping	**Organization should have a Pest Control Programme in place.** i. No programme in place **(0)** ii. Documented Standard Operating Procedure **(1)** iii. Method of application & frequency, Material Safety Data Sheet (MSDS), map of baiting station for pesticides **(all of the above should be available). (2)** iv. Valid certificates of pest controllers registered from GDARD, monthly service records with no evidence of pests **(all of the above should be available) (2)**	**5**

	Organization should have Cleaning Programme in place. i. No cleaning programme in place **(0)** ii. Documented Standard Operating Procedure (SOP) for cleaning (Method of cleaning & cleaning frequency, equipment used, chemicals used and MSDS should be all documented) **(2)** iii. Daily/ weekly cleaning checklist **(2)**	**4**
	Warehouse cleanliness should be up to standard and acceptable i. Warehouse is kept in an untidy and unacceptable condition **(0)** ii. Warehouse daily cleaning records **(2)** iii. Warehouse was inspected during site visit and was found or observed to be tidy and clean, ventilated and protected against dust/moisture **(4)** iv. All products in the warehouse are palletized and stacked in defined location, clear labelling on shelves according to stored products and clear separation of rejected products **(4)**	**10**
5. Stock Control and Monitoring	**Is the stock well controlled and monitored systematically?** i. No Stock Control system in place **(0)** ii. Stock control system demonstrated on: ○ Stock traceability system (batch/lot tracking) **(2)** ○ Stock levels **(2)** ○ Shelf life and storage conditions clearly defined **(3)** ○ First in first out (FIFO) system **(3)**	**10**
6. Availability of products	**All Products required by the Department should be available and accessible for inspection during the Site Visit.** i. Diaper baby ii. Diaper adult iii. Diaper disposable pants/pull-ups iv. Drawsheet (Reusable and Disposable) v. Gowns (Disposable) vi. Linen Saver (Disposable Underpads) vii. Overshoes (Disposable) viii. Pad incontinence ix. Sanitary towels (Pad Sanitary) x. Paper toilet xi. Paper towel xii. Paper serviette xiii. Paper cups xiv. Tissue facial xv. Theatre caps xvi. Wipes non-woven Fabric	**17**

7. Laboratory analysis report (COA)	**As specified in point 6, a recent Certificate of Analysis (COA) within the last 2 months is required for each product to demonstrate compliance, including but not limited to:** i. Absorbency, strength and/or integrity capacity tests ii. Leak protection iii. Skin safety (hypoallergenic) iv. Odour control v. Materials used to depend on the product: (Non-woven, SMS, spunbond, meltblown, cellulose pulp, PE films, adhesives, elastic components)	**17**
8. Packaging and Labelling compliance	**All products are packaged & labelled according to product specification** i. No SOP for packaging and labelling in place **(0)** ii. SOP for packaging and labelling in place **(1)** iii. Packaging integrity (sealed, tamper-proof) **(1)** iv. Labels contain description of the product: o Name of the manufacturer /distributor details o Product name and description o Size, quantity, colour and o Batch/lot identification o Instructions for use / expiry date where applicable **(5)**	**7**
TOTAL POINTS = 82 points and bidders scoring less than a minimum threshold of 60 points will be eliminated.		

14. OTHER REQUIRED DOCUMENTS:

The documents mentioned below are required to be submitted in order to finalize the evaluation and award of the bids during Stage 2: Price and Preferential Points

a) **Tax Compliance Status (TCS) Pin code issued by the South Africa Revenue Services (SARS).**
   i. Bidders must ensure compliance with their tax obligations.
   ii. Application for tax compliance status (TCS) or PIN may also be made via e-filing through the website: www.sars.gov.za
   iii. 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.
   iv. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN.
   v. Where a bidder's tax status is found to be non-compliant, the bidder shall be given seven (7) calendar days from the date of notification to remedy the non-compliance.

IF THE BIDDER IS NOT TAX COMPLIANT OR NOT REGISTERED ON CSD AT THE TIME OF THE AWARD, BIDDER WILL NOT BE AWARDED THE TENDER

b) Central Supplier Database (CSD)

i. It is a requirement that all suppliers/ services providers are registered on the National Treasury Central Supplier Database (CSD).
ii. Bidders are therefore required to register as a supplier on the CSD before submitting a bid.
iii. The CSD website can be accessed on the following link: http://ocpo.treasury.gov.za/Pages/default.aspx
iv. Bidders are therefore required to submit proof of their registration on the CSD or if not yet registered, provide proof of their application to be registered, with their bid.

NO BID WILL BE AWARDED OR A CONTRACT CONCLUDED WITH A BIDDER WHO IS NOT REGISTERED ON THE CENTRAL SUPPLIER DATABASE.

c) Company and Intellectual Property Commission (CIPC) Certificate.

i. Businesses that wish to transact with government and the formal sector, or that wish to access certain types of government support, are generally required to be registered with the CIPC.

d) Valid B-BBEE Certificate or Sworn Affidavit

i. A Valid B-BBEE Certificate or Sworn Affidavit.
ii. 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.

e) Financial Statement

i. Provide the latest independently reviewed financial statements with comparative years, alternatively, if no audited annual financial statements are available, provide the latest management accounts with comparative years signed by the accountant.
ii. Companies that are not required to be audited must provide a letter from the accountant attesting thereto.
iii. Companies that are new or dormant are not required to submit audited financial statements. (Refer to SCM 06)

15. Stage 2: Price and Preferential Points

The contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), bids will be adjudicated in terms of 80/20 or 90/10 preference point system in terms of which points are awarded to bidders on the basis of:

AREA	POINTS	
Price	80	90
Preferential Points	20	10
Total Points (Price + BBBEE)	**100**	

PREFERENCE POINTS BREAKDOWN

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	DOCUMENTARY PROOF REQUIRED	NUMBER OF POINTS ALLOCATED	
1. Enterprises located in township within Gauteng Province	• Proof of residence, valid lease agreement residence or FICA documents reflecting address as proof (municipal account not older than 6 months before tender closing date)	**10**	**4**
2. South African-owned entities	• Valid copy of B-BBEE certificate/ Valid Sworn Affidavit, • Certified ID documents of the director/s of the company not older than 6 months before tender closing date, • Full CSD report	**5**	**3**
3. Youth Owned	• CIPC company registration certificate (submitted information to be verified against the submitted CSD report)	**2**	**1**
4. Disability	• Medical Certificate from a Doctor registered with the HPCSA (permanent disability – means in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of ability to perform an activity in the manner, or within the range, considered normal for a human being)	**3**	**2**
Preference Total points		**20**	**10**

Bidders must submit the following document to substantiate points claimed for specific goals on paragraph 4.2 (Table 1) of SBD 6.1

Note: Submitted information will be verified through various platforms.

16. AWARD CONDITIONS

a) GPT may cancel and/or terminate the bid process at any stage, including after the closing and or after the evaluation have been made, and or after the preferred bidder(s) have been notified of their status as such;
b) GPT reserves the right not to award or to cancel this tender at any time and shall not be bound to accept the lowest or any bid.
c) GPT will carry out site visits, products evaluations or explanatory meeting in order to verify the nature and quality of the services/products offered by the bidders, whether before or after adjudication of the bid.
d) If the bidder has more than one (1) source of supply, all the sources of supply will be evaluated and must reach the threshold. Should one (1) of the sources of supply fail to reach the threshold, that source of supply will be eliminated from further evaluation.
e) **GPT reserves the right to:**
   - award this tender in full or part of it for the same item.
   - negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions including price without offering the same opportunity to any bidder(s) who has not been awarded the status of the preferred bidder(s)
   - accept part of the tender rather than the whole tender.
f) Bidders must only bid for one primary corridor and one cluster and will be awarded one cluster within the primary corridor. If there is no responsive and qualifying bidder available for appointment in the primary corridor, GPT reserves the right award the tender to highest bidder(s) from the secondary corridors and clusters. The 80/20 or 90/10 rankings obtained from the original corridor and clusters will be utilised to determine a preferred bidder.
g) The award of this tender may be subjected to price negotiation with the qualified bidders on both functional and price with preferred tenderers, utilising market related prices as a benchmark, bidders that refuse to negotiate price closer to the market related benchmark will not be recommended for award and the next lowest bidder will be considered.
h) GPT reserves the right to verify desktop documentation provided by the bidder, employee contracts and any other information provided during the desktop stage.
i) The lowest acceptable tender will be used to determine the applicable preference point system in a corridor

16.1 Contract management

a) GPT reserves a right to engage an alternative contracted supplier should a supplier fail to honour their contract obligations.
b) GPT reserves the right to terminate or amend the requirements of this contract after following the breach provisions in the contract in the event that a bidder commits a breach of its contractual obligations at any point during the life cycle of the contract.
c) The GPT shall be entitled to suspend its obligations in terms of the contract once a breach has been identified and the supplier has been notified of the breach according to the breach provisions of the contract.
d) 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.

e) Awarded suppliers are expected to adhere to the source of supply that is evaluated on site visit. Should a need arise to change a source of supply, a written request and a notice of 30 days must be complied with and approval must be granted by GPT.
f) Urgent orders: Bidders should take into account that as and when a need arise during the course of the contract, urgent orders may occur where products will be ordered within 24hrs by an Institution.

17. ENTITIES SPLIT PER CORRIDOR

For the purpose of this tender the province has been divided into five (5) corridors where the service is required, entities are clustered according to corridors. The respective institutions which fall into those corridors are indicated as follows:

Bidders are required to indicate:

a) **One (1) Primary Corridor and One (1) Primary Cluster for evaluation purposes.**
   - **The Primary Corridor and Primary Cluster will be used for the bidder's initial evaluation (Mandatory evaluation).**

b) **One (1) Secondary Corridor and One (1) Secondary Cluster.**
   - **The Secondary corridor and Secondary Cluster will only be considered by the Department if no responsive and qualifying bidder is available for appointment in the primary corridor/cluster.**

17.1 PRIMARY PREFERENCE

The Primary Corridor and Primary Cluster will be used for the bidder's initial evaluation.

	TICK (✓)		**TICK (✓)**
GAUTENG CENTRAL		**Cluster 1**	
		Cluster 2	
		Cluster 3	
		Cluster 4	
GAUTENG EAST		**Cluster 1**	
		Cluster 2	
		Cluster 3	

GAUTENG NORTH		**Cluster 1**	
		Cluster 2	
		Cluster 3	
		Cluster 4	
GAUTENG SOUTH		**Cluster 1**	
GAUTENG WEST		**Cluster 1**	

17.2 SECONDARY PREFERENCE

The Secondary corridor and Secondary Cluster will only be considered by the Department if no responsive and qualifying bidder is available for appointment in the primary corridor/cluster.

TICK (✓)			**TICK (✓)**
GAUTENG CENTRAL		**Cluster 1**	
		Cluster 2	
		Cluster 3	
		Cluster 4	
GAUTENG EAST		**Cluster 1**	
		Cluster 2	
		Cluster 3	
GAUTENG NORTH		**Cluster 1**	
		Cluster 2	
		Cluster 3	
		Cluster 4	
GAUTENG SOUTH		**Cluster 1**	
GAUTENG WEST		**Cluster 1**	

GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Financial Statements

Submission of Financial Statements

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

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

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

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

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

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

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

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

INTEGRITY PACT FOR BUSINESSES

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	**ETHICAL VALUES**
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

[1] Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTICORRUPTION

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	**National Anti-Corruption Hotline**
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6th Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11 CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

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.

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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

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Annexure B

GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

CONTRACT FOR SERVICES: (*AS PER TERMS OF REFERENCE*)
TENDER NUMBER: [ ]

BETWEEN

THE GAUTENG PROVINCIAL TREASURY

AND

[ ]
REGISTRATION NUMBER: [ ]

WHEREBY IT IS AGREED AS FOLLOWS:

Initials: [ ] Department [ ] Service Provider

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1. DEFINITIONS

In this Agreement, unless the contrary is clearly indicated -

1.1 “Agreement” means this document and includes any document that may be attached and incorporated into this document as agreed between the Parties;

1.2 “Commencement Date” means _____, notwithstanding Date of Signature;

1.3 “Confidential Information” means all information or data of any nature whatsoever which the Receiving Party may obtain from the Disclosing Party including, without limitation, Intellectual Property and regardless of how such information is disclosed to the Receiving Party including, without limitation, orally, visually or by inspecting documentation, electronic data or other matter. The following is not Confidential Information:

i. information that is known to the Receiving Party prior to the date on which it is disclosed;

ii. information that is in the public domain prior to the date on which it is disclosed;

iii. information that enters the public domain subsequent to the date on which it is disclosed through no act or omission by the Receiving Party; and

iv. information that one Party authorises the other Party in writing to disclose;

1.4 “Date of Signature” means the last dated signature of this Agreement;

1.5 “Data” means any data, including personal data as defined in the Electronic Communications and Transactions Act of 2002 and/or in the Protection of Personal Information Act of 2013 and any other legislation related to the protection of Data, supplied to the Receiving Party by the Disclosing Party or stored, collected, collated, accessed or processed on behalf of the Disclosing Party by the Receiving Party, if applicable;

1.6 “Deliverables” means those Deliverables as set out in the Agreement documents, annexures and terms of reference;

1.7 “Department” means the Gauteng Provincial Treasury being a department of the Gauteng Provincial Government listed as such under Schedule 2 to the Public Service Act, Proclamation 103 of 1994;

1.8 “Disclosing Party” means a Party or any person acting on behalf of that Party that discloses or provides Confidential Information to the Receiving Party under this Agreement;

1.9 “Good Industry Practice” means using standards, practices, methods and procedures conforming to applicable law and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected of a skilled, and experienced person engaged in a similar type of undertaking under similar circumstances;

1.10 “Intellectual Property” means, collectively, patents, trademarks, designs, models, copyright, Know-How, inventions, trade and business secrets, and any other type of intellectual property that is used or held in connection with a Party’s business, regardless of whether such intellectual property is currently used or held or is registered or unregistered. Intellectual Property further includes any other right to apply for the registration, use or protection of same;

1.11 “Know-How” means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used in connection with a Party’s business, information regarding marketing and promotion of its business, as well as all and any modifications or improvements to any of them which do not constitute entirely new services or products. Know-How that is in the public domain on the Effective Date or which enters the public domain subsequent to the Effective Date through no act or omission by a Party, is excluded from this definition;

1.12 “Losses” mean all losses, damage, damages, liabilities, costs, expenses, fines, penalties and claims, and all related costs and expenses. Losses include legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, and interest;

1.13 “Parties” mean the parties to this Agreement, and a reference to “Party” is a reference to one of them as determined by the context;

1.14 “Products” mean any tangible deliverables that the Service Provider provides to the Department under this Agreement which serves as an integral part of the Services;

1.15 “Proposal” means the Service Provider’s response to the Department’s terms of reference in respect of the carrying out of the Services. The GPT has considered and accepted these documents and they are incorporated into and must be read with this Agreement;

1.16 “Payment Schedule” means the document that stipulates the breakdown of payment to be made in respect of Services, which must be read with this Agreement;

1.17 “POPIA” means Protection of Personal Information Act 4 of 2013 and its Regulations;

1.18 "Purchase Order” means a purchase order raised by the Department requesting the Service Provider to render Services;

1.19 “Receiving Party” means the Party, or any person acting on behalf of that Party, that receives disclosure of any Confidential Information from the Disclosing Party under this Agreement;

1.20 “RFP” means the GPT’s Request for Proposal Tender number: _____ inclusive of the Terms of Reference, which shall be read together with this Agreement;

1.21 “Service”/ “Scope of Service” means the service that the Service Provider must render to the Department as specified in the Terms of Reference;

1.22 “Service Provider” means _____ duly incorporated and registered in terms of the law of the Republic of South Africa with registration number _____

1.23 “Staff” means an employee of either Party;

1.24 “Term” means a period as fully described in the Terms of Reference;

1.25 “Terms of Reference” means the document that formed part of the Request for Proposal that was advertised in respect of the said Service and must be read together with this Agreement. For the avoidance of doubt, all conditions set out therein shall be binding on the Service Provider;

1.26 “Trade Marks” means any trademarks (registered and/or unregistered), designs, logos, style names, slogans which a Party owns or has the right to use or any derivative service offerings of, and applications for, any of same; and

1.27 ”VAT” means value added tax chargeable under the Value Added Tax Act 89 of 1991, as amended.

2. ABBREVIATIONS

GPG – Gauteng Provincial Government

GPT – Gauteng Provincial Treasury

Initials: _____ Department _____ Service Provider

3. INTERPRETATION

3.1 The table of contents in this Agreement is for convenience and reference only and may not be used in the interpretation of this Agreement.

3.2 In this Agreement, unless the contrary is clearly indicated -

3.2.1 reference to any gender includes the other genders;

3.2.2 reference to the singular includes the plural and *vice versa*;

3.2.3 reference to natural persons includes legal persons (incorporated or unincorporated) and *vice versa*;

3.2.4 any reference to an enactment is to that enactment as at the date of signature of this Agreement and as amended or re-enacted from time to time;

3.2.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party then the same effect must be given to it as any other substantive provision in this Agreement notwithstanding that it is in the definition clause or used as a definition in any other clause of this Agreement;

3.2.6 any number of days that are prescribed must be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or South African public holiday, in which case the last day is the next day which is not a Saturday, Sunday or South African public holiday;

3.2.7 if there is any conflict between figures referred to in numbers and in words then the reference in words must prevail;

3.2.8 if any term is defined within the context of any particular clause then the term so defined bears that defined meaning for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause, unless it is clear from the clause in question that the defined term applies to that clause only;

3.2.9 reference to a day, month or year is construed as a Gregorian calendar day, month or year;

3.2.10 expiry or termination of this Agreement does not affect any provision of this Agreement that expressly provides for its operation after expiry or termination of this Agreement or which of necessity must continue to have effect after expiry or termination of this Agreement, notwithstanding that the provision itself does not expressly provide for this, including any Purchase Order placed during the Term;

3.2.11 the rule that a contract is interpreted against the party responsible for the drafting or preparation of the contract does not apply; and

3.2.12 if the Service Provider is liquidated or sequestrated then a reference in this Agreement to the Service Provider is also applicable to and binding upon the Service Provider's liquidator or trustee, as the case may be.

4. PREAMBLE

4.1 The Gauteng Provincial Treasury (GPT) has identified the need to procure the services as per Terms of Reference.

5. APPOINTMENT AND ACCEPTANCE

5.1 The Department hereby appoints the Service Provider with effect from the Commencement Date to render the Services and the Service Provider accepts the appointment upon the provisions of this Agreement.

6. COMMENCEMENT AND DURATION

6.1 This Agreement commences on the Commencement Date and endures for the Term.

7. THE SERVICE

7.1 The scope of Services to be provided by the Service Provider in terms of the Agreement is set out in the terms of reference read together with this Agreement and Annexures. The requirements set out in the terms of reference and this Agreement are not exhaustive and may therefore include additional steps to challenges faced to complete the initiative.

7.2 The onus will rest on the Service Provider to keep sufficient records, documentation and information of such variations and changes.

7.3 Performance will be reviewed by the GPT during the Term of this Agreement.

7.4 Should performance be below the required standard, the contract will be terminated before the end of the agreed period by the GPT.

8. SERVICE PROVIDER UNDERTAKINGS AND WARRANTIES

The Service Provider undertakes and warrants that:

8.1 it has valid title to render the Service;

8.2 it will render the Service with due care, skill and expertise;

8.3 it will render the Service with promptness and diligence;

8.4 it will at all times use adequate numbers of qualified Staff who are appropriately and suitably educated, trained, skilled and experienced to render the Service;

8.5 time is of the essence in rendering the Service and shall be adhered to;

8.6 the Services will comply, as at the date of rendering, with all applicable legislative and regulatory requirements as well as rulings of any competent authority that has jurisdiction over the Services, including, without limitation, those pertaining to labour, environmental, health and safety and data protection;

8.7 whilst rendering the Services it will at all times comply with all industry-related best practices, codes and standards issued or published by any governing body, council or organisation;

8.8 whilst rendering the Services it will at all times comply and ensure that its Staff at all times comply with the reasonable general supervision and direction of the Department;

8.9 it will devote the necessary time and attention to providing the deliverables, as set out in the terms of reference and not engage in any business or activity that will prevent the Service Provider from providing the Services;

8.10 all actions and commitments agreed upon or pursuant to the project management committee meetings or agreed to, will be strictly adhered to;

8.11 it will observe neutrality and objectivity in its views and opinions;

8.12 it will provide the Department with any information and reports reasonably requested by the Department in connection with the Services, and which information the Service Provider warrants to be accurate and complete;

8.13 it has not and will not participate in any bribery or corrupt act, as defined in the applicable laws; and

8.14 it will not (and will procure that its Staff do not) under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of the Department's Staff; and

8.15 it has not been induced to enter into this Agreement by any prior representations, warranties or guarantees, whether oral or in writing, except as expressly contained in this Agreement.

9. GAUTENG TREASURY'S UNDERTAKINGS AND WARRANTIES

9.1 The Services shall be provided subject to the following undertakings from the Department:

9.1.1 The Department shall, subject to Clause 10 hereinbelow, pay the Service Provider for Services rendered. For the avoidance of doubt, the Parties shall, upon award but no later than the Date of Signature of this Agreement, agree to a Payment Schedule which shall include at which stage payments are made. Further, the amounts payable shall be the amounts that are not in dispute by the Parties.

9.1.2 The Department shall ensure that the Service Provider has access to the locations and the relevant equipment as reasonably required to affect the Services; and

9.1.3 The Department shall ensure that the Service Provider receives the necessary support and cooperation from the Department's employees and/or third party Service Providers as reasonably required to affect the Services.

10. CHARGES

10.1 The total contract amount payable by the GPT to the Service Provider under this Agreement, as per award letter, (VAT included), payment of such as Payment Schedule which shall form part of this Agreement.

10.2 The Service Provider must render an invoice to the GPT for Services rendered as per the Payment Schedule.

10.3 The Service Provider is committed to ensure stable optimum performance of the services required.

10.4 Invoices accurately completed and submitted by the Service Provider and thereafter verified by the Department will be paid within 30 days of receipt of correct invoice.

10.5 Except as otherwise expressly provided for in the Agreement, no claim by the Service Provider for any additional payment on any grounds shall be allowed (including without limitation, misunderstanding or misinterpretation in respect of the Agreement) nor shall the Service Provider be released from any risk or obligations imposed on or undertaken by it on such grounds or on the ground that it could not have foreseen any matter which might affect, or have affected its performance in terms of the Agreement.

11. INVOICE AND PAYMENT

11.1 The Service Provider shall register for GPG Electronic Invoice Submission and Tracking for invoicing purposes.

11.2 The Service Provider shall submit invoices for Services rendered, electronically according to the Payment Schedule.

11.3 Unless otherwise specified, all charges for Services and/or Deliverable are inclusive of VAT.

11.4 The Department may withhold payment of an amount that is disputed in good faith.

11.5 The Department must pay a correct invoice that is due and payable in terms of this Agreement within 30 days of receipt thereof.

11.6 The Service Provider will provide invoices accordingly and payment shall be paid to the Service Provider’s bank account details provided below:

Initials: Department Service Provider

Name of Bank:
Branch Name:
Branch Code
Account Number:

11.7 The Service Provider must maintain reasonably complete and accurate records of, and supporting documentation for the amounts billed to and payments made by the Department under this Agreement in accordance with generally accepted accounting practices applied on a consistent basis, and shall make these available to the Department or its auditors for review upon written request.

12. PROJECT TEAM

12.1 The Parties shall from Commencement Date form a project team, which will be responsible for the management of the Agreement so as to ensure the smooth and satisfactory delivery of the Services by the Service Provider to the GPT.

12.2 The Project team will be agreed to by Parties.

12.3 The functions of the project team shall be as follows:

12.3.1 to facilitate communication between the Parties;
12.3.2 to review the progress on the implementation of the Agreement;
12.3.3 to manage and resolve potential disputes;
12.3.4 to monitor and maintain alignment with departmental policy and strategy;
12.3.5 to achieve Agreement objectives within agreed scope, time, cost and quality;
12.3.6 to provide advice and consent on scope Variation;
12.3.7 to facilitate all necessary departmental approvals; and
12.3.8 to provide feedback to relevant stakeholders.

13. PERFORMANCE MANAGEMENT

13.1 The rendering of the Services is subject to on-going monitoring and review as per clause 7.4.

13.2 The Service Provider undertakes to attend and participate in meetings that the Department shall reasonably require from time to time.

14. DATA PROTECTION

14.1 The Parties specifically record that all Data provided by the GPG to the Service Provider and/or its employees or any other person appointed by the Service Provider for this Services in this Agreement, or to which the Servicer Provider or its employees, may be exposed shall constitute Confidential Information and where applicable, intellectual property belonging to the GPG.

14.2 The Service Provider hereby warrants:

14.2.1 in favour of the GPG that it and/or its employees appointed for the Services of this Agreement, shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of any of the GPG's Data protection policies and procedures which may be in force from time to time;

14.2.2 and undertakes that it shall not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with, or in any other manner use the GPG's Data for any purpose other than with the express prior written consent of the GPT;

14.2.3 that it shall immediately inform the GPT should any Data of the GPG to which it has access to be compromised in any manner or form. The Service Provider further undertakes to also immediately inform the GPT as to how it will manage such compromise and what steps will be taken to rectify the situation to the satisfaction of the GPT;

14.2.4 that it shall ensure that all its systems and operation which it uses to provide the Services, including all systems on which data is copied, compiled, collated, processed, transmitted, stored, collected, altered or deleted, or otherwise used as part of providing the Services, shall at all times be of high standards required by law and be of a standard no less than the standards which are utilized by Service Provided for protection, control and use of its Data.

14.3 The GPT may at any time:

14.3.1 access the information the Service Provider has about the GPG and may request the Service Provider to correct or delete the information if it is inaccurate, irrelevant, excessive, out-of-date, incomplete, misleading, obtained unlawfully, or no longer authorized to be kept and may file a complaint with the Information Regulator about an alleged contravention of the protection of the GPG's information;

14.3.2 withdraw consent to allowing the Service Provider to process the GPG's Data, except as otherwise allowed, or required by law.

14.4 The Service Provider herein expressly consents to the GPG processing of any/all personal information (as defined in POPIA) relating to the Service Provider in the course of managing this Service and/or all ancillary matters connected hereto.

14.5 The Service Provider's obligations under this clause will survive the termination of this Agreement for any reason.

15. CONFIDENTIALITY

The Parties agree that this confidentiality clause survives the termination or expiry of this Agreement and the Receiving Party undertakes:

15.1 to treat as strictly confidential all Confidential Information;

15.2 not to use Confidential Information for any purpose other than the performance of its obligations in under this Agreement;

15.3 not to disclose Confidential Information to any person whomsoever other than its Staff and then only on a need-to-know basis;

15.4 to ensure that its Staff are made aware of the confidential nature of the Confidential Information prior to revealing any Confidential Information to any of its Staff;

15.5 to ensure that its Staff observe and comply with their obligations in respect of Confidential Information, whether or not they are still part of its Staff;

15.6 to use the same standard of care (which may not be less than a reasonable standard of care) in protecting the Confidential Information, as it uses to protect its own confidential information; and

15.7 to return to the Disclosing Party at any time upon request or upon termination or expiry of this Agreement, unless the Disclosing Party otherwise agrees in writing, all copies and partial copies of all Confidential Information (whether in paper or electronic format) which the Receiving Party may have obtained from the Disclosing Party as well as all notes (whether in paper or electronic format) which the Receiving Party may have prepared or may obtain as a result of the Confidential Information being made available to the Receiving Party.

16. AUDIT RIGHTS

16.1 This Agreement is subject to the provisions of the regulating framework.

16.2 The Department, acting through its duly authorised representatives (including without limitation, its external auditors) is entitled to inspect during business hours and at the premises of the Service Provider or such other premises where the Services are rendered from, all books, records, and supporting documentation related to the rendering of the Services and to the Service charges and to make copies of such books, records, and supporting documentation for audit purposes.

16.3 If the Department exercises its rights under this clause then it must do so at its own cost and on reasonable prior notice to the Service Provider.

16.4 The Department must disclose to the Service Provider any adverse findings pertaining to the Service Provider that emanates from the exercise of the Department's rights under this clause.

17. INTELLECTUAL PROPERTY

17.1 Any Intellectual Property rights that the Service Provider prepares, creates or authors for the Department under this Agreement in any media or format and whether that is done by the Service Provider alone or by the Service Provider in conjunction with any third party of the Service Provider or the Department, belongs exclusively and in totality to the Department and the Service Provider hereby cedes all right, title and interest in and to any such Intellectual Property rights to the Department. The Service Provider must ensure that any third party that the Service Provider may appoint in relation to the execution of its obligations under this Agreement agrees to the provisions of this clause.

17.2 Any Intellectual Property that belongs to a Party is the sole property of that Party and neither Party acquires any right, title or interest in the other Party's Intellectual Property.

17.3 Nothing contained in this Agreement restricts either Party to use any idea, concept, Know-How, or technique developed or learned by any Party during the course of the relationship between the Parties, which does not:

17.3.1 amount to a disclosure of Confidential Information in breach of this Agreement; or

17.3.2 infringe the Intellectual Property rights of the other Party;

17.4 A Party may only use the other Party's Intellectual Property if the latter specifically authorises such use in writing and then only to the extent so authorised.

18. GENERAL INDEMNITY

The Service Provider hereby indemnifies and holds the Department and its officers, directors, Staff, successors, and assigns (in whose favour this constitutes a *stipulatio alteri*), harmless from Losses arising directly out of:

18.1 any claim or action arising from the Service Provider's breach of or failure to observe or perform any of its duties or obligations under this Agreement;

18.2 any claim or action arising from the Service Provider's breach of any warranty under this Agreement;

18.3 any claim or action arising from the Service Provider's breach of any obligation pertaining to Confidential Information;

18.4 the death or bodily injury of any of the Department's Staff, Service Providers, clients, visitors, or other affected persons caused by the Service Provider;

18.5 the damage, loss or destruction of any real, tangible or intangible personal property of any of the Department's Staff, Service Providers, clients, visitors, learners or other affected persons caused by the Service Provider;

18.6 any claim or action arising from the Service Provider's breach of any obligation pertaining to Data Protection in terms of this Agreement and/or any law; and/or

18.7 any claim, demand, charge, action, cause of action, or other proceeding instituted by any of the Department's Staff, Service Providers, clients, visitors, or other affects persons against the Service Provider but resulting from an act or omission of the Service Provider in its capacity as an employer of a person.

19. LIMITATION OF LIABILITY

19.1 Limitation of the Service Provider's liability does not apply to –

19.1.1 Losses arising directly or indirectly out of or in connection with criminal conduct, negligence and/or misconduct on the part of the Service Provider;

Initials: Department Service Provider

19.1.2 any claim, demand, charge, action, cause of action, or other proceeding brought by a third person against the GPG based on the infringement of any Intellectual Property.

20. EVENTS OF DEFAULT

Notwithstanding anything seemingly to the contrary in this Agreement, the Department is entitled but not obliged, to terminate this Agreement at any time by giving the Service Provider notice to that effect, if the Service Provider -

20.1 commits an act which is or would (if committed by a natural person) be an act of insolvency;

20.2 allows any judgment against it to remain unsatisfied for a period of 30 (thirty) days, unless it takes steps to rescind or appeal against such judgment within such 30 (thirty) day period (or, if it did not become aware of such judgment within such 30 (thirty) day period, then within30 (thirty) days after the date on which it became aware of such judgment) and successfully prosecutes such rescission or appeal to a timeous conclusion but in any event within 45 (forty-five) days after the date on which it became aware of the judgment;

20.3 compromises or attempts to compromise or defer payment of any debt owing by it to its creditors generally or to any class of its creditors generally;

20.4 being a juristic person, is provisionally or finally liquidated, undergoes business rescue proceedings, has/d a change of ownership and/or BBBEE rating/status, are removed from the register of companies, placed under judicial management (whether provisionally or finally), takes any steps for its voluntary winding up, or undergoes a change of control;

20.5 disposes of all or a material portion of its assets or business or ceases (including, without limitation where there is a reasonable prospect of cessation) to conduct its business except to the extent that such disposal or cessation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;

20.6 encumbers or hypothecates in any manner whatsoever a material portion of its assets except to the extent that such encumbrance or hypothecation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;

20.7 has given any representation or warranty in terms of this Agreement and it proves to be incorrect in any material manner or respect whatsoever;

20.8 engages or is found to have engaged in any dishonest, corrupt or fraudulent practice in competing for or in the execution of its obligations under this Agreement;

20.9 contravenes provisions relating to the Service and/or quality thereof;

20.10 fails to render Services as agreed; and/or

20.11 contravenes the provisions of this Agreement pertaining to cession and assignment.

21. BREACH

If a Party breaches this Agreement and fails to remedy such breach within 10 (ten) days of being given written notice requiring it to do so by the aggrieved Party, then the aggrieved Party is entitled, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim Losses.

22. PENALTY

In the event that the Service Provider due to its negligence or for reasons within its control, does not perform satisfactorily the services due to the Department in terms of this contract, the Department shall without prejudice to other remedies it has under this contract, be entitled to levy a penalty of 2% of the total amount payable to the Service Provider for every working day or part thereof which shall pass between the end of the period specified for the performance and the actual date of completion. The penalty shall be deducted from the amount payable to the Service Provider.

23. DISPUTE RESOLUTION AND ARBITRATION

23.1 Should any difference or dispute, except breach of an obligation in terms of this contract arise at any time between the parties, duly authorized representatives of each Party shall meet within 14 (fourteen) working days, or such period as the parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

23.2 The Parties will, pending resolution of the dispute, continue to fulfil all other obligations under this Agreement that are not in dispute.

23.3 If the dispute is incapable of amicable resolution then either Party shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965, such arbitration shall be held in Johannesburg in the English language.

23.4 The appointment of the arbitrator shall be agreed upon between the Parties but failing agreement within 10 (ten) days either Party shall be entitled to request AFSA to make the appointment and, in making such appointment, to have regard to the nature of the dispute.

23.5 The arbitrator shall have the powers conferred upon an arbitrator under the Arbitration Act 42 of 1965 but shall not be obliged to follow the procedures prescribed in that Act. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of a court of competent jurisdiction.

24. NON-SOLICITATION

The Service Provider shall not without the prior written consent of the Department, either during or within 24 (twenty-four) months after termination or expiry of this Agreement, directly or indirectly solicit for employment, any person who within the duration of this Agreement, was a member of the Department's Staff and who was directly involved with any activity relating to this Agreement.

25. CESSION AND ASSIGNMENT

25.1 The Service Provider shall not be entitled to cede or assign any of its rights and obligations in terms of this Agreement to any third party.

25.2 Notwithstanding the above, the Service Provider may cede its obligation to receive payment in terms of this Agreement to a third party. Notwithstanding the aforesaid, the Service Provider shall remain liable for the rendering of the Service in terms of this Agreement.

25.3 The Department shall implement payment of in terms of a cession within 60 days from the date of receipt of all necessary documentation.

26. PUBLICITY

The Service Provider agrees that neither it nor any of its Staff shall make or issue, directly or indirectly, any formal or informal, public or private announcement, advertisement or statement for any commercial purpose in connection with the name of the Department or this Agreement or the negotiations leading up to it, without the express prior written consent of the Department, which consent must be obtained both in relation to the fact of the announcement, advertisement or statement, as well as to its contents, which consent shall not be unreasonably withheld or delayed.

Initials: Department Service Provider

27. FORCE MAJEURE

27.1 If *vis major* or *force majeure* or *casus fortuitus* ("Interrupting Circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations under this Agreement, then this Agreement or the affected portion thereof is suspended for the period during which the Interrupting Circumstances prevail. If the Interrupting Circumstances prevail for a period of more than 10 (ten) days then the affected Party is entitled to cancel this Agreement on 5 (five) days' written notice to the other Party.

27.2 The Party relying on the Interrupting Circumstances (on whom the onus rests) must –

27.2.1 give notice specifying the nature and date of commencement of the Interrupting Circumstances to the other Party as soon as reasonably possible after the commencement thereof; and

27.2.2 give notice of the cessation of the Interrupting Circumstances within 2 (two) days after such cessation.

27.3 No Party is obliged to comply with obligations that are suspended during the period that the Interrupting Circumstances prevail.

27.4 The Party whose performance is interrupted by the Interrupting Circumstances is entitled to extend the Term by a period equal to the time that its performance is so interrupted, provided that such Party gives notice to that effect as provided above.

27.5 In this Agreement, *vis major* and *force majeure* -

27.5.1 include acts or omissions of any government or similar authority, any law or regulatory provision having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, prohibition of exports, rationing of supplies, flood, storm, fire, epidemics or (without limitation *eiusdem generis)* any other circumstances beyond the reasonable control of the Party claiming *force majeure* or *vis major* and comprehended in the terms *force majeure* or *vis major*, provided that labour disputes (including, without limitation, strikes, go-slows or lockouts) are not included as events *vis major* or *force majeure* except to the extent that any such labour disputes delaying or preventing the affected Party's performance take place in the Republic of South Africa and are countrywide and industry-wide; but

27.5.2 exclude any lack of authorisation, licence, permit or approval necessary for the performance of an obligation under this Agreement.

28. DOMICILIA CITANDI ET EXECUTANDI

28.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

28.1.1 **Department:**

Physical: Imbumba House
75 Fox Street
Johannesburg

Postal: Private Bag X12
Marshalltown
2107

For attention: **The Head: Gauteng Provincial Treasury**

28.1.2 **Service Provider:**

Physical:

Postal:

For attention:

28.2 Either Party may by notice to the other Party change the physical or postal address chosen as its *domicilium citandi et executandi* to another physical or postal address in the Republic of South Africa, provided that the change becomes effective on the 14th (fourteenth) working day from the deemed receipt of the notice by the other Party.

29. NOTICE

29.1 Any notice or communication required or permitted to be given in terms of this Agreement is valid and effective only if in writing.

29.2 A notice delivered by hand to a Party during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* is deemed to have been received on the day of delivery.

29.3 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party is adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

30. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with the law of the Republic of South Africa.

31. RELATIONSHIP OF THE PARTIES

The Parties' relationship is that of independent contracting Parties and is governed by this Agreement. Nothing in this Agreement is intended, nor may be interpreted or deemed to constitute any Party to be a partner, employee, agent or representative of the other Party. It is not the intention of the Parties to create, nor may this Agreement be construed to create any commercial or other partnership. No Party may act for or assume any obligation or responsibility on behalf of the other Party without the latter's prior written consent. No Party may hold itself out as a partner of the other Party.

32. SEVERABILITY

Any provision in this Agreement which is illegal, invalid or unenforceable is ineffective to the extent of such prohibition or unenforceability and must be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement.

33. ASSURANCE THAT THIS AGREEMENT IS BINDING

33.1 The Parties warrant to each other that they have taken or caused to be taken all steps, actions and corporate proceedings necessary to cause this Agreement to be binding on themselves.

33.2 A Party must, if requested by the other Party, furnish to the latter sufficient evidence of the authority of a person who takes any action or executes any documents under this Agreement on behalf of the Party so requested.

34. GENERAL

34.1 This Agreement constitutes the whole agreement between the Parties.

34.2 No amendment, consensual cancellation of this Agreement or settlement of any dispute arising under this Agreement, is binding unless recorded in a written document that clearly specifies the intention to amend, cancel or settle and signed by a duly authorised representative of each Party.

34.3 No extension of time, waiver, relaxation, suspension of or discharge from any provision of this Agreement is binding unless recorded in a written document that clearly specifies the intention to extend, waive, relax, suspend or discharge and signed by the Party granting such extension, waiver, relaxation, suspension or discharge. Any extension, waiver, relaxation, suspension or discharge must be construed as relating strictly to the matter in respect whereof it was given.

34.4 An extension of time, waiver, relaxation or suspension of any provision of this Agreement does not operate as an estoppel against any Party in respect of its rights under this Agreement, nor does it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

34.5 The Service Provider's Broad-based Black Economic Empowerment (BBBEE) status will be monitored on a bi-annual basis and should it be found to be unsatisfactory, the Service Provider must rectify its BBBEE status within a reasonable period, failing which this Agreement may be terminated.

34.6 Each Party must pay its own cost pertaining to the negotiation, drafting and execution of this Agreement.

SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS _____ DAY OF _____ YEAR _____

FOR AND BEHALF OF:

THE SERVICE PROVIDER

_____ (NAME AND SURNAME)

_____ (ID NUMBER)

_____ (DESIGNATION)

_____ (SIGNATURE)

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS _____ DAY OF _____ YEAR _____

FOR AND BEHALF OF:

THE DEPARTMENT

_____ (NAME AND SURNAME)

_____ (PERSAL NUMBER)

_____ (DESIGNATION)

_____ (SIGNATURE)

Initials: _____ Department _____ Service Provider