**TABLE OF CONTENTS:**

1. THE PURPOSE
2. BACKGROUND
3. LEGISLATIVE AND REGULATIVE FRAMEWORK
4. THE FORMAT OF THE BID DOCUMENT
5. THE PRODUCT SPECIFICATIONS
6. EVALUATION METHODOLOGY
7. SPECIAL CONDITIONS
8. THE CONDITION OF THE BID AWARD
9. FRONTING
10. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL
11. DELIVERIES
12. GUARANTEE
13. INVOICING
14. THIRD PARTIES
15. CONDITIONS OF HOLDING STOCK AND ESTIMATED QUANTITIES
16. PRICE QUALIFICATION
17. QUALITY
18. CERTIFICATE OF COMPLIANCE
19. SHELF LIFE
20. PACKAGING AND LABELLING
21. COMMUNICATION
22. ROLES AND RESPONSIBILITIES
23. THE COMPLETION OF THE PRICING SCHEDULE (Annexure A)
24. SUPPLIER DUE DILIGENCE
25. PURCHASE ORDERS
26. CUSTOMER SERVICE
27. GENERAL
28. VALIDITY PERIOD
29. CONTRACT PERIOD
30. HIGHLY RECOMMENDED BRIEFING SESSION
31. POST AWARD REPORTING
32. TECHNICAL ENQURIES

**ABBREVIATIONS**

BAC : Bid Adjudication Committee

B-BBEE : Broad Based Black Economic Empowerment

BEC : Bid Evaluation Committee

BSC : Bid Specification Committee

CE : Consumer Electronics

CSD : Central Supplier Database

GCC : General Conditions of Contract

GDoH : Gauteng Department of Health

GPT : Gauteng Provincial Treasury

ISO : International Standards Organization / Organization for Standardization

PPPFA : Preferential Procurement Policy Framework Act

PPR2022 : Preferential Procurement policy 2022

QC : Quality Control

RFP : Request for Proposal

ROE : Rates of Exchange

SABS : South African Bureau of Standards

SANAS : South African National Accreditation System

SANS : South African National Standard

SCC : Special Conditions of Contract

SAHPRA :South African Health Product Regulatory Authority

SARS : South African Revenue Services

TCC : Tax Clearance Certificate

VAT : Value- Added Tax

NT : National Treasury

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1. **THE PURPOSE**

The purpose of this tender is to appoint a service provider(s) for the supply and delivery of Rehabilitation Consumables to the Gauteng Department of Health Institutions for a period of three (3) years.

1. **BACKGROUND**

2.1 The beneficiaries are all the rehabilitation departments such as occupational therapy, physiotherapy, and podiatry. Items required in these TOR will be used mainly for the rehabilitation of acutely ill / injured patients to improve their function, independence and speed up their recovery while in hospital or as outpatients. Patients receiving rehabilitation get better quicker and stay less in hospitals, thus reducing the length of stay and increasing the bed utilization rate.

2.2. Most of these items may be issued to the patients to continue with the rehabilitation programmes while at home / or at a clinic facility closest to the patient’s home, thus reducing the patients’ travelling times and cost.

The previous project that was advertised last year for consumables was partially awarded to a few companies that qualified and met the criteria. Due to the partial award that transpired, not all the consumables were covered and allocated to the said suppliers that made it to the award phase, hence we are advertising the supplementary tender to complete the list of the required items that could not be awarded last year. As a result, the Bid Adjudication Committee (BAC) recommended that the department initiate a **supplementary tender process** to address the service requirements.

2.3. Some of these items are linked to some equipment for replacement as a result of wear and tear, others are stand-alone items which are needed to enhance the patients’ rehabilitation processes.

1. **LEGISLATIVE AND REGULATIVE FRAMEWORK**
   1. The General Conditions of Contract (GCC):

This bid and all contracts emanating from this tender will be subject to the General Conditions of Contract (GCC), as issued by National Treasury in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za)).

3.2 The Special Conditions of Contract:

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

3.3. Other legal Prescripts include but not limited to following:

1. The Constitution of SA, (Act 108) Section 217
2. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
3. Employment Equity Act, 1998 (Act 55 of 1998)
4. Gauteng Department of Health Preferential Procurement Policy of 2022
5. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
6. Labour Relations Act, 1995 (66 of 1995)
7. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
8. Open Tender Framework, 2019
9. Public Finance Management Act, 1999 (Act No. 1 of 1999)
10. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
11. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
12. Promotion of Personal Information Act, 2013 (Act 4 of 2013)
13. Protection of Information Act, 1982 (Act no 84 of 1982)
14. Preferential Procurement Policy Framework Act no. 5 OF 2000
15. Preferential Procurement Regulations, 2022
16. Employment Equity Act, 1998 (Act 55 of 1998)

**4. THE FORMAT OF THE BID DOCUMENT**

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

Table 1: Format of Bid Submission

|  |  |
| --- | --- |
| **Part of Bid Submission** | **Requirement** |
| Part 1 | **Section 1: Technical Proposal of the tender.**  Mandatory documents for the Administrative Responsiveness Evaluation (see Evaluation Methodology). Non-submission of the following mandatory documents will lead to the disqualification of the bid:   1. **Valid Commitment Letter from the Manufacturer:**   If the bidder is not the original product manufacturer, a valid copy of the letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product must be attached. (Letter must be signed by both parties).  0r  If the bidder is the manufacturer (not sourcing products from another company), a confirmation letter stating that products will be produced and distributed from own facility should be attached. (Letter must be signed)   1. **List of Samples:**   Samples must be submitted for each item for which a bid response is submitted for together with a list of the samples submitted (SCM 07 SampleSheet). (refer Evaluation Methods). All samples must be delivered to 45 Commissioner on request. Samples must be marked using the format, e.g., 1 of 3, 2 of 3, 3 of 3 etc. This is imperative to ensure the total number of sample boxes delivered are accounted for.  **c. Highly Recommended Briefing Session**  The bidders are requested to attend a highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date.  **d. Fully completed and signed SBD Forms:**   * SBD 1: Invitation to Bid * SBD 4: Bidder’s Disclosure  1. **Tax Clearance Requirements:**   A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.   1. **Central Supplier Database Report:**   Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number) |
| Part 2 | All other supporting documents that maybe required for evaluation and due diligence of the bidder:   1. Company profile 2. Quality standard certification (where applicable)   And any other supporting document for the sample Evaluation |
| Part 3 | **Section 2: Financial Proposal of the Tender:**  Bidders are required to submit signed hard copy and fully completed Price Schedule document, referred to as Annexure A, SBD 3.2 and SBD 6.1 of the tender pack, as well as an electronic copy in Excel format (not PDF) of Annexure-A, captured and saved on a memory stick.   1. SBD 3.2: Price Schedule –Non-Firm Prices (Purchases) 2. SBD 6.1 Preference Points claim form in terms of the PPR 2022 3. Annexure A: Price Schedule. |

**5. THE PRODUCT SPECIFICATIONS**

The service provider must supply and deliverthe Rehabilitation Consumables as outlined in Annexure A (Excel document).

**6. EVALUATION METHODOLOGY**

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

Stage1A: Mandatory Administrative Responsiveness

Stage1B: Sample Evaluation

Stage 2: Price and Specific Goals Evaluation

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals.

|  |
| --- |
| **STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE** **EVALUATION** |

All bids received will be subjected to a mandatory administrative responsiveness in line with the below requirements. There are no points allocated for this phase and any bidder who fails to comply with the mandatory requirements shall be considered unresponsive and shall be disqualified.

1. **Valid Commitment Letter from the Manufacturer:**

If the bidder is not the original product manufacturer, a valid copy of the letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product must be attached. (Letter must be signed by both parties).

0r

If the bidder is the manufacturer (not sourcing products from another company), a confirmation letter stating that products will be produced and distributed from own facility should be attached. (Letter must be signed)

1. **Fully completed and signed SBD Forms**:
2. SBD 1: Invitation to Bid
3. SBD 4: Bidder’s Disclosure

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

|  |
| --- |
| **STAGE 1B: SAMPLE EVALUATION** |

Only bidders who complied with the mandatory administrative compliance, (Stage 1A) will be considered for the sample evaluation and will be requested to submit the samples within 14 calendar days. Bidders must complete the SCM 07 Sample sheet and attach it to the bid document. Bidders are referred to Annexure A (specifications) for sample evaluation (Yes indicates compliance to specification, No indicates non-compliance. The submitted samples will be evaluated against the specifications on Annexure-A. If a sample does not comply with the specifications, that sample will be disregarded. A bidder with a non-compliant specification will be disqualified for that specific item.

**Samples**

Bidders must submit at least one new sample per item range as per Annexure A that is still sealed and unopened in the original packaging for the sample evaluation. Where the item has different sizes, length etc., and a representative sample must be submitted for the items bided for.

The Department reserves the right to request the shortlisted compliant bidders to submit a minimum 2 samples for further testing at the hospital after the award.

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

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

Unsuccessful bidders will be contacted and will be required to collect their samples.

**Submission of Samples**

Samples must be submitted for each item or item range for which a bid response is submitted together with a list of the samples (SCM07) submitted.

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

Samples must be delivered to 45 Commissioner Street (Gauteng Department of Health) on request.

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

**Pre-award sample compliance**

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

**Packaging and marking of samples.**

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

1. A list of the samples must be attached.
2. Samples must be placed on a suitable packaging and clearly marked on the outside as follows:
3. The RFP/Tender number.
4. The RFP item number item number/ item range.
5. The Bidder’s /Agent name and address.
6. All samples including the labelling requirements must be a true presentation of the product that will be supplied during the contract period.
7. Incorrectly marked or labelled samples will be disregarded.
8. Proposals not supported by availability of samples, when requested, will be disregarded when not submitted.

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

|  |
| --- |
| **STAGE 2: PRICE AND SPECIFIC GOALS EVALUATION** |

Only bidders who have complied with all the above evaluation stages, (Stage 1A, and 1B) will be considered for the price and Specific goals Evaluation.

The bids will be evaluated according to the 80/20 or 90/10 preference point system. The 80/20 system which is applicable to bids with a Rand value of up to R50 million whilst the 90/10 system is applicable to bids with a Rand Value above R 50 million (all applicable taxes included), where a maximum of 80 or 90 points will be allocated for price and a maximum of 20 or 10 will be allocated for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Preferential Procurement Regulations 2022 and the Gauteng Department of Health Preferential Procurement Policy, 2022.

Bidders are referred to:

- The SBD 3.2 Non-firm prices (Purchases)

-      Annexure-A for pricing schedule and

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

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

**Table 2. The maximum points for this tender are allocated as follows:**

|  |  |  |  |
| --- | --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points allocated (80/20 system) (To be completed by the organ of state)** | **Number of points allocated (90/10 system) (To be completed by the organ of state)** | **Bidders are required to submit, together with their bids, the following to verify claimed points** |
| **PRICE** | **80** | 90 | SBD 3.2 Pricing Schedule |
| **SPECIFIC GOALS (1):** The promotion of South African owned Enterprise | **15** | 5 | *Municipal account/sworn affidavit/ lease agreement- must be in the name of the enterprise*  *NB: municipal account must not be older than 3 months* |
| **SPECIFIC GOALS (3): The promotion of enterprises which are at least 51% owned by EME and/or QSE, as per circular 6 of 2016/17 by National Treasury.** | **5** | 5 | Sworn affidavit commissioned by Commissioner of Oaths,( the template can be downloaded from the CIPC or DTI websites). |
| **Total points for Price and SPECIFIC GOALS** | **100** | **100** |  |

**Failure by the bidder not to submit proof or documentation required in terms of this tender as stated on Table 2, will forfeit preference points for specific goals.**

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

**7. SPECIAL CONDITIONS**

7.1. Penalties

In the event of non‐performance or failure to perform in accordance with the tender agreement, penalties shall be invoked by the principal and be deducted from the payment due to the Service Provider. Failure to deliver as per delivery schedule will result in penalties being levied against the service provider**.**

7.2.  Cession

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

7.3. Use of fluid correcting substances

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

7.4. The GDoH shall:

* 1. Conduct business in a courteous and professional manner with the Service Provider.
  2. Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
  3. Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
  4. Shall not provide a storage facility for transportation, equipment, and materials.

7.5 Payment terms

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

7.6. Lines of communication and reporting

The appointed service provider will be required to report to the designated GDoH official located at the facilities unit, who will be introduced to the successful service provider on appointment.

7.7. Late bids

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

7.8. Travel

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

7.9. Counter conditions

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

7.10. Costs

The Gauteng Department of Health will not be held responsible for any costs incurred by the service provider in the preparation and submission of the bid and samples.

**8. THE CONDITION OF THE BID AWARD**

1. The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.
2. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market related pricing.
3. Bidders are required to register with National Treasury Central Supplier Database

The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.

1. The Gauteng Department of Health reserves the right to make a single bid award per item or group series of items or a multiple bid award of the same item or group series of items to more than one bidder.
2. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
3. The successful bidder must be tax compliant at the awarding of the bid.
4. The Gauteng Department of Health reserves the right to award the bid by item/item range (see items or item range list of items on column A of the Annexure A). All items or item range that are in the specification shall be regarded as a group series and be evaluated and may be awarded accordingly. Bidders are required to offer prices for all units of measure specified in the series.

**9. FRONTING**

1. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
2. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
3. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

**10.** **MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL**

* + 1. Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Gauteng Department of Health in writing immediately (within 7 days) of relevant details.
    2. The Gauteng Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
    3. A contracted supplier must inform the Department of Health within 7 days of any changes of address, name, or banking details.

**11. DELIVERIES**

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

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

11**.**1Delivery period

1. The bidders must state a delivery period that is firm for the duration of the contract.
2. Successful bidders must adhere strictly to the agreed delivery periods in respect of items awarded to them in accordance with the signed contract and the special conditions and requirements of the contract.
3. Should the successful bidder fail to adhere strictly to the agreed delivery periods, the Gauteng Department of Health reserves the right, without notice, to purchase similar supplies from another supplier.
4. The right is also reserved to purchase requirements elsewhere outside the contract should:
5. the minimum order quantities specified by the supplier be more than that of an institution’s requirements or
6. if the item(s) is urgently required and not immediately available from the contracted supplier or
7. if an emergency arises or
8. the supplier’s point of supply is not situated at or near the place the supplies are urgently required.
9. The Gauteng Department of Health accepts no responsibility whatsoever for any supplies delivered outside of the delivery period.
10. In the event of the Department availing itself of the remedies provided for in paragraphs d(iii) to dii, the following conditions shall apply: bidder shall bear any adverse difference in price of the said supplies or services and these amounts plus any other damages, which may be suffered by the Department shall be paid by the bidder to the Department immediately on demand, or the Department may deduct such amounts from moneys (if any) otherwise payable to the bidder in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amount due to him;

## Or

## 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 contract termination according to GCC Clause 23.

1. Delivery from Monday to Friday between 08h00 and 15h00.

11.2. Delivery quantity

* 1. Quantities reflected in the bid forms are estimated quantities and no guarantee is given or

implied as to the actual quantity that will be procured during the contract period.

* 1. The ordered quantities may not be exceeded. Any over-supply will not be accepted and will

be returned to the supplier at his own expense.

## 11.3. Delivery Adherence:

1. The instructions appearing on the official order form must be strictly adhered to.

### Deliveries not complying with the order forms will be returned to the bidder at the bidder’s expense.

**12. GUARANTEE**

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

**13. INVOICING**

13.1 Invoice/s must be submitted in duplicate, showing purchase order number, item description and the contract number.

13.2 The original and copy invoice must be marked.

13.3 The original must be sent to the Gauteng Department of Health and the copy to the End-User hospital / Health institution.

**14. THIRD PARTIES**

a. Participating authorities will not make a payment to or consult regarding orders with a third party.

b. No third party is entitled to put an account on hold.

**15.**  **CONDITIONS OF HOLDING STOCK AND ESTIMATED QUANTITIES**

15.1 Bidders will be responsible for the supply of duty paid stocks, held in the Republic of South Africa during the contract period.

15.2 The furnished estimated quantities cannot be guaranteed. The quantities that will be ordered from the suppliers by the respective Gauteng Department of Health institutions will be on as and when required.

15.3 In accordance with Government Legislation and the requirements of the Metric Board, only metric sizes will be adopted for the items, as called for in this bid.

**16.** **PRICE QUALIFICATION**

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

16.2 The bidder must be an accredited representative / agent in the Republic of South Africa of the manufacturer of the material / product.

16.3 In respect of material / product offered, the General Conditions of Contract shall apply.

16.4 Only Bona Fide Distributors/Agents bearing a letter of distributorship authority from the original manufacturer or supplier will be considered for this bid process.

16.5 The Gauteng Department of Treasury will benchmark bidder contract prices regularly to ensure that all prices remain competitive. Non-competitive prices will prompt the Gauteng Department of Treasury to engage bidders in price adjustment negotiations/reviews. Failure to be competitive will result in cancellation of the contract.

**17. QUALITY**

17.1 Products must conform to the quality requirements as stipulated in the specifications.

17.2 The packaging supply of the materials / products are subject to the stipulations as defined in the Trade and Metrology Act, 1973 (Act 77 of 1973) as amended.

**18. CERTIFICATE OF COMPLIANCE**

18.1 All items should comply with the quality standards as mentioned on Annexure-A.

18.2 The bidders must submit a signed Certificate of Compliance per product to certify that the material / product offered, complies with any of the following specifications:SANS, CKS, ISO or equivalent. The item number and relevant specification must also be indicated (for example, item 200: CKS 469).

18.3 All chemicals i.e., glue, resin etc must have material safety data sheet.

**19**. **SHELF LIFE**

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

## 19.2 Contractors may make written applications to deliver material with shorter shelf life, provided such applications are accompanied by an undertaking that such short-dated stock will be unconditionally replaced before or after expiry.

## 19.3 Expired stock not uplifted within 30 days of expiry will be destroyed to the account of the Contractor.

## 19.4 Such product must be collected by the supplier at their own cost. Failure to collect the products within 30 days after written notification to the supplier will result in the disposal of the product by the participating Authority for the account of the supplier.

## 19.5 Any participating authority may, without prejudice, decline to accept product with a shelf life off less than 18 months.

**20**. **PACKAGING AND LABELLING**

20.1 All products must be placed in acceptable containers and packaging specifically developed for the product. No damaged packaging will be accepted.

20.2 The unit of packaging, as stated on the completed bid specification must be uniform for the duration of the contract period i.e.:

1. The unit of packaging
2. The number of units per packaging unit
3. The number of units of packaging per carton
4. The number of cartons per bulk packaging

20.3 The following information must be clearly and indelibly printed, in letters not less than 10 mm in height, on all individual inner packaging or on a suitable label which must be securely adhered (permanently attached) on to the inner packing.

1. Product detail e.g., proprietary name, item description, size etcetera.
2. A product code where relevant.
3. Batch number.
4. Date of Manufacturer.
5. Expiry date if applicable.
6. Trademark of the manufacturer.
7. Name and address of importer/ distributer where applicable.
8. Special storage conditions, if applicable.
9. All other information prescribed in the item specification e.g., latex free, and /or relevant SANS / ISO standards.
10. The label must include the barcode.

20.4 The following information must be clearly and indelibly printed on all inner and outer bulk packaging in letters not less than 10 mm in height.

1. Name, item, and quantity.
2. Batch number.
3. Expiry date

**21. COMMUNICATION**

## 21.1 Acquisition Management may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

## 21.2 Any communication to any government official or a person acting in an advisory capacity for the Gauteng Department of Health in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

## 21.3 All communication between the bidder and the Acquisition Management Office must be done in writing.

**22. ROLES AND RESPONSIBILITIES**

## 22.1. Contract Administration

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

The Directorate: Acquisition and Contract Management, Gauteng Department of Health, Private Bag X085, Marshalltown, 2107.

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

## 22.2. Supplier Performance Management

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

**23. THE COMPLETION OF THE PRICING SCHEDULE** **(Annexure A)**

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

Pricing schedules -

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

## Non-compliance with this condition shall invalidate the bid.

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

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

**25**. **PURCHASE ORDERS**

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

### 25.2 Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract. Please note that no deliveries should be made unless an official and authorised order form has been received from the Gauteng Department of Health.

### 25.3 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.

**26. CUSTOMER SERVICE**

26.1 Bidders are expected to provide customer service programmes e.g., orientation and training on products.

26.2. Bidders are expected to manage consignment stock.

**27. GENERAL**

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

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

27.3 Contract Price Adjustment (CPA) applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

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

**28. VALIDITY PERIOD**

The validity period of the tender will be one hundred and twenty (120) days.

**29. CONTRACT PERIOD**

Once the tender is awarded, the contract shall run concurrently with GT/GDH/002/2024 until it expires.

**30. HIGHLY RECOMMENDED BRIEFING SESSION**

The bidders are requested to attend a highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date.

**31**. **POST AWARD REPORTING**

Historical Data:

All successful bidders may be required to submit historical value and volume reports via

e-mail on a quarterly/ Three (3) months basis to:

Gauteng Department of Health, Directorate: Acquisition and Contract Management

**32. TECHNICAL ENQURIES**

All technical queries must be emailed to:

Mr. Simon Rabothata

Simon.Rabothata@gauteng.gov.za

All bidding processes queries must be emailed to

Ms. nezisa.mphuthing@gauteng.gov.za

Ms. masoto.malele@gauteng.gov.za