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

NOTES

THE TENDER BOX IS OPEN

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

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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



Provincial Supply Chain Management

INVITATION TO BID

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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

INVITATION TO BID

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

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



Provincial Supply Chain Management

INVITATION TO BID

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 1 of 4

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 2 of 4

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 3 of 4

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




PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 4 of 4

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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


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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration


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

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

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

Full Name	Identity Number	Name of State Institution

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

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

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

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

2.2.1 If so, furnish particulars:

--

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

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

2.3.1 If so, furnish particulars:


--

3 DECLARATION

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

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

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

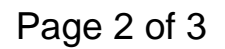
	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 3 of 3

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

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

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

Signature		Date	
Position		Name of the Bidder	



2024/11



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

Page 3 of 3

BIDDERS JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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

**GAUTENG PROVINCE**HEALTH
REPUBLIC OF SOUTH AFRICA

GT/GDH/020/2025 - THE DISTRIBUTION OF PHARMACEUTICAL ITEMS TO GAUTENG HEALTHCARE FACILITIES FOR THE MEDICAL SUPPLIES DEPOT FOR A PERIOD OF THREE YEARS.

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ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
CoC :	Certificate of Compliance / Certificate of Conformity
CPA :	Contract Price Adjustment
CPI :	Consumer Price Index
CSD:	Central Supplier Database
GDOH:	Gauteng Department of Health
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
HAS:	Hazardous Substance Act
ISO:	International Standards Organization / Organization for Standardization
JVA:	Joint Venture Agreement
MSD:	Medical Supplies Depot
MMS:	Multimedia Messaging Service
NBCFAL	National Bargaining Council for Freight, Air and Logistic industry
OHSA:	Occupational Health and Safety Act
POPI:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
PDP:	Professional Driving Permit
QC:	Quality Control
QSE:	Qualifying small business enterprise
RFP:	Request for Proposal
SABS:	South Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SAHPRA:	South African Health Products Regulatory Authority
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
UIF:	Unemployment Insurance Fund
VAT:	Value- Added Tax
WCC:	Workman's Compensation Certificate

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

1. THE PURPOSE

The purpose of this tender is to appoint service providers to provide the distribution of pharmaceutical items to Gauteng Healthcare Facilities for Medical Supplies Depot (MSD) for a period of three years.

2. THE BACKGROUND

The Gauteng Department of Health seeks to invite service providers for the provision of the distribution of pharmaceutical items to Gauteng Healthcare Facilities for Medical Supplies Depot for a period of three years. Distribution of these essential items must be in accordance with good distribution practices. Knowledge of distribution of these products will be an added advantage.

2.1 ESTIMATED KILOMETRES TRAVELLED FROM MSD

Table1: Estimated Kilometres from MSD

GROUP 1 (1-9KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
1	Ann Latsky Nursing College	1
2	Helen Joseph Hospital	1
3	Rahima Moosa Mother and Child	2
4	Central Wits CHC	6
5	JHB Metro	7
6	Gauteng Travel CHC	7
7	F.P.S Johannesburg	7
8	Hillbrow CHC	7
9	Hillbrow Regional Pharmacy	7
10	Charlotte Maxeke Johannesburg Academic Hospital	7
11	Wits Oral and Dental	8
12	Baneng Care Centre	8
GROUP 2 (10-19KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)

THE DISTRIBUTION OF PHARMACEUTICAL ITEMS TO GAUTENG HEALTHCARE FACILITIES FOR THE MEDICAL SUPPLIES DEPOT FOR A PERIOD OF THREE YEARS

13	Selby Park Hospital	11
14	Orlando Clinic	11
15	Discoverers CHC	12
16	Public Safety & Emergency	13
17	Diepkloof Clinic	15
18	South Rand Hospital	15
19	F.P.S Roodepoort	16
20	Meadowlands Clinic	16
21	Tara The H Moross Centre	16
22	Lillian Ngoyi CHC	17
23	St. John's Eye Hospital	17
24	Michael Maponya Clinic	17
25	Itireleng CHC	18
26	JHB Correctional Pharmacy	18
27	Alexandra CHC	19
GROUP 3 (20-29KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
28	Chris Hani Baragwanath Academic Hospital	20
29	F.P.S Diepkloof	20
30	F.P.S Germiston	21
31	Mofolo CHC	21
32	Leratong Hospital	22
33	Bertha Gxowa Hospital	22
34	West Rand EMS	23
35	Tshepisong Clinic	23
36	Ekurhuleni DHS Regional Pharmacy (Germiston)	23
37	Eikenhof Clinic	24
38	Zola CHC	24
39	Kagiso Clinic	25
40	Waverley Care Centre	25
41	Thusong Clinic	26
42	Eric Ndleni Clinic	27
43	Witkoppen Clinic	27
44	Edenvale Hospital	28
45	Sizwe Tropical Diseases Hospital	29
46	Bheki Mlangeni (Zola Jabulani) Hospital	29

GROUP 4 (30-39KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
47	Thladi Clinic	30
48	West Rand Regional Pharmacy	31
49	Dr. Yusuf Dadoo Hospital	31
50	Lenasia Ext 5 (Daxina) CHC	31
51	Tambo Memorial Hospital	31
52	Krugersdorp Correctional Pharmacy	32
53	Katlehong North Clinic	32
54	Chiawelo CHC	34
55	Goba Clinic	36
56	Sterkfontein Hospital	37
57	Lenasia South CHC	37
58	Kemptonpark / Tembisa MSS	39
59	Gauteng EMS	39
60	Muldersdrift Clinic	39
GROUP 5 (40-49KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
61	Ennerdale Clinic	42
62	Ekurhuleni North	42
63	Vosloorus Clinic	42
64	Dawn Park Clinic	43
65	Phola Park Clinic	43
66	West Rand District Pharmacy	44
67	Stretford Clinic	45
68	Ekurhuleni South	45
69	Thuthukani Clinic	46
70	Embalenhle Clinic	47
71	Bekkersdal West Clinic	49
72	Barney Molokoane Clinic	49
GROUP 6 (50-59KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
73	Thelle Mogoerane Hospital (Natalsspruit)	51
74	Esangweni Clinic Tembisa	51

75	Kwathema Community Health Centre	51
76	Mohlakeng CHC	52
77	Daveyton Main Clinic	54
78	Levai Mbatha CHC	54
79	Tembisa PHC Clinic	54
80	Tembisa Main Clinic	54
81	Tembisa Hospital	55
82	East Rand Regional Pharmacy	55
83	Pharmacy Direct (CCMDD Pharmacy)	57
84	Empilisweni Clinic	58
85	Simunye Clinic	59
GROUP 7 (60-69KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
86	F.P.S Sebokeng	60
87	Sebokeng Hospital	60
88	F.P.S Springs	60
89	Nokuthela Ngwenya CHC	61
90	Mogale Clinic (Magalies)	62
91	Ekurhuleni East	63
92	F.P.S Heidelberg	64
93	Far East Rand Hospital	64
94	Meyerton Clinic	64
95	Laudium CHC	67
96	Pholosong Hospital	67
97	Tshwane EMS	69
GROUP 8 (70-79KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
98	Weskoppies Hospital	70
99	Pretoria Dental Hospital	71
100	Pretoria Oral & Dental Teaching Hospital	71
101	Institute of Virology	71
102	Tshwane Rehabilitation Centre	72
103	Forensic Histology Laboratory	72
104	F.P.S Pretoria	72
105	Tshwane Metsweding Regional Pharmacy	72
106	Tshwane Planned Patient	72

THE DISTRIBUTION OF PHARMACEUTICAL ITEMS TO GAUTENG HEALTHCARE FACILITIES FOR THE MEDICAL SUPPLIES DEPOT FOR A PERIOD OF THREE YEARS

107	Tshwane District Hospital	72
108	Heidelberg Hospital	73
109	Pta Correctional Pharmacy	74
110	Pretoria West Hospital	74
111	Lebone College	75
112	Metsweding EMS	76
113	Steve Biko Academic Hospital	76
114	Vaal District Pharmacy	76
115	Kopanong Provincial Hospital	77
116	Kalafong Hospital	78
117	Carletonville Hospital	78
118	Sedibeng EMS	79
GROUP 9 (80-89KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
119	Johan Heyns CHC	82
120	Mamelodi Hospital	87
121	Khutsong CHC	89
GROUP 10 (90-99KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
122	Eersterus CHC	91
123	Khutsong Ext 3	92
124	Stanza Bopape CHC	94
125	Usizolwethu Clinic	94
126	Medunsa Dental Hospital	98
127	Dr. George Mukhari Academic Hospital	98
128	Soshanguve CHC	98
GROUP 11 (101-130KM)		
NO.	INSTITUTION NAME	ESTIMATED KM (ONE WAY)
129	F.P.S Garankuwa	101
130	ODI District Hospital	101
131	Cullinan Rehabilitation Centre	105
132	Magaliesoord	110
133	Bronkhorstspuit Hospital	113
134	Jubilee Hospital	117
135	F.P.S Bronkhorstspuit	118

THE DISTRIBUTION OF PHARMACEUTICAL ITEMS TO GAUTENG HEALTHCARE FACILITIES FOR THE MEDICAL SUPPLIES DEPOT FOR A PERIOD OF THREE YEARS

3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 The General Conditions of Contract (GCC):

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

3.2 The Special Conditions of Contract (SCC):

The Special Conditions of Contract (SCC) 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:

The Gauteng Department of Health provides Public Health Services. The physical protection function is regulated by the following acts, but is not limited to the below:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Preferential Procurement Policy Framework Act no. 5 of 2000
- d. Preferential Procurement Regulations, 2022
- e. Open Tender Framework
- f. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- g. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996), Section 217
- h. Protection of Information Act, 1982 (Act no 84 of 1982)
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- l. Criminal Procedures Act, 1997, (Act51 of 1977), as amended
- m. Private Security Industry Regulations Act, 2001 (Act 56 of 2001)
- n. Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985)
- o. Trespass Act, 1959 (Act 6 of 1959)
- p. Information Act, 2002 (Act 70 of 2002)
- q. Labour Relations Act, 1995 (66 of 1995)
- r. Employment Equity Act, 1998 (Act 55 of 1998)
- s. Fire-arms Control Act, 2000 (Act 60 of 2000) and regulations
- t. Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963

4 THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in a lever arch file in the format, as per Table 2 below.

Table 2: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p>Section 1: Technical Proposal of the tender</p> <p>All the documents must be read, completed, signed where applicable and submitted. Application document should be submitted in English language.</p> <ol style="list-style-type: none"> 1) SBD 01: Invitation to Bid 2) SBD 04: Declaration of Interest 3) Certified proof of registration with all the under-mentioned relevant Institutions and/ or Authorities must be attached to the Bid: <ol style="list-style-type: none"> a. A valid certified copy of Workman's Compensation Certificate. (WCC) b. Proof of Company registration with the National Bargaining Council for Freight, Air and Logistic industry (Provide proof of certification of registration with the National Bargaining Council) c. Bidder to submit Goods in transit insurance - Cover for any losses or damages caused by the company during relocation. (average cover of R3 000 000 per trip) d. Proof of Liability insurance cover of a minimum R 5 000 000 must be attached. 4) Bidder must be registered with CSD and provide a Supplier Master Registration Number (MAAA number). 5) 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.
Part 2	<p>All the supporting documents of proof required for the Functionality Evaluation should be submitted:</p> <ol style="list-style-type: none"> i. Company profile ii. Training and development program plan iii. Contingency plans iv. Transportation registration documentation v. Driver's license (PDP) vi. Reference letters

Part 3	<p>Section 2: Financial Proposal of the tender.</p> <p>Completed Price Schedule document, referred to as Annexure A must be captured and saved on a memory stick as PDF.</p> <p>1) SBD 3.3: Price Schedule – (Services)</p> <p>2) SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022</p> <p>NB:</p> <p>All mandatory documents Commissioned and/or Certified Copies must be in line with the Justices of the Peace and Commissioners of Oaths Act, No.16 of 1963.</p>
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5. SCOPE OF WORK

5.1 EXPECTED DELIVERABLE AND OUTCOMES

- 5.1.1 Loading of stock at MSD at stipulated time on daily basis.
- 5.1.2 The transportation of stock from the Medical MSD to the Gauteng Healthcare facilities
- 5.1.3 Off-loading of stock at the Healthcare facilities.
- 5.1.4 Delivery of stock with corresponding documentation.
- 5.1.5 Record keeping of daily temperatures and relative humidity. (Ambient temperature should be between 16-25°Celsius; cold chain between 2-8°Celsius and relative humidity of less than 50%).
- 5.1.6. Collecting of empty security rolltainers and cooler boxes from Healthcare Institutions.
- 5.1.7. Provision of security seals for the rolltainers.
- 5.1.8. Calibration of temperature and humidity monitoring equipment bi-annually
- 5.1.9. Bi-annual temperature mapping
- 5.1.10 Temperature validation protocol (all seasons)
- 5.1.11 Each delivery will be accompanied by the following documentation:
 - a. The MSD delivery note, (AP111) three copies and must reflect the following:
 - i. Total number of invoices delivered.
 - ii. Health institution's order /demand number
 - iii. Health Institution name and or delivery address
 - iv. Date of order
 - v. Dispatch date.
 - vi. Name and signature of dispatcher.
 - vii. Name and signature of security personnel.
 - viii. Name and signature of the driver.
 - ix. Number of cartons and trolleys dispatched.
 - x. Seal numbers.
 - xi. Recipient's details, rank, signature, receipt date and demander date stamp

- b) Confirmation of cold chain maintenance by using a temperature data logger.
- c) For each completed delivery, the following documentation must be returned to MSD:
 - i. Summary of goods delivered.
 - ii. Signed copy of delivery note.
 - iii. Temperature Log.
 - iv. The Service Provider and the MSD will agree in the contract and SLA on the frequency of exchange of these documents.
- d) The Service Provider will be required to load the pharmaceutical items at MSD in Auckland Park daily and deliver to healthcare institutions in the Gauteng province.

5.2 VEHICLE AND HUMAN RESOURCE REQUIREMENTS

5.2.1 Service Provider must provide pharma-compliant enclosed and insulated body trucks for the distribution of pharmaceutical items to the delivery points in Annexure A.

Quantity: 8 trucks
Type: Enclosed body
Load capacity: 8 ton

5.2.2 Trucks must be equipped with a suitable lifting device (tail lift) to load and offload Rolltainer.

5.2.3 All trucks must have real time global positioning system (GPS) tracking devices/ and vehicle monitoring 24-hours a day to ensure no deviation, on-route stopping and to enhance the security of pharmaceutical products while in transit.

5.2.4 Such trucks mentioned in 5.2.1 above, must be enclosed, lockable with a tamper proof locking mechanism and will be locked with bolt seals, with seal numbers that can only be opened by a bolt cutter, thereby destroying the seals. The truck seals will be supplied by the MSD.

5.2.5 Each truck must be equipped with their own bolt cutter.

5.2.6 The personnel required for this contract must consist of:

- 1 x Site manager (must at least have three years' experience).
- 1 x Driver (must have valid driver's license with Professional Driver's Permit (PDP) and 2 x driver assistants per truck.

5.2.7 Drivers and driver's assistants must be rotated on a daily basis. The same team must not go to the same delivery point every week. (weekly drivers schedule report should be available to the warehouse manager)

5.2.8 Trucks must return to the MSD after deliveries and remain on site for immediate availability.

5.2.9 Trucks must be equipped with a temperature monitoring system for both the ambient temperature and cold chain items in the truck during travelling and at the point of delivery. The temperature reports should be made available to MSD on daily basis.

5.2.10 The truck must have a temperature monitoring system for the cold chain items that could be traced from dispatch, during transit and at the point of delivery.

5.2.11 It is the responsibility of the Service Provider to supply cooler boxes for the transportation of cold chain pharmaceutical items to Healthcare Facilities.

The Service Provider must be able to provide 50 cooler boxes per day.

Type: conditioned / insulated cooler boxes

Table 3: Average sizes:

External Dimension (Length x Width x Height)	Internal Product Space (Length x Width x Height)	Payload Volume
570 x 455 x 455	420 x 320 x 320	43
555 x 560 x 555	420 x 420 x 420	74
555 x 560 x 555	400 x 400 x 400	64

5.2.12. Service provider should have procedures in place to ensure that the integrity of the products is not compromised during transportation.

5.2.13. There must be temperature logs for the stock that has been transported for that day, records to be kept for the period of the contract

5.2.14. Seasonally, a validation certificate of the temperature monitoring system i.e., temperature mapping in the trucks must be done and submitted to the Responsible Pharmacist.

5.2.15 Service providers should provide a calibration certificate for the temperature loggers annually to the Responsible Pharmacist.

5.2.16 Pharmaceutical items should be stored and transported in accordance with procedures such as:

- Adequate precautions are taken against spillage, breakage, misappropriation, and theft.
- Appropriate temperature and relative humidity conditions are maintained in the case of pharmaceutical products, e.g., using cold chain for thermolabile products.

- 5.2.17 Damage to containers and any other event or problem which occurs during transit must be recorded and reported to the Responsible Pharmacist/warehouse manager.
- 5.2.18 Spillages should be cleaned as soon as possible to prevent possible contamination, cross-contamination, and hazards. Written procedures from the Service Provider should be in place for the handling of such occurrences. Spillages must be reported to the Responsible Pharmacist for immediate action.
- 5.2.19 Sufficient security should be provided to prevent theft and other misappropriation of pharmaceutical products. Steps should be taken to prevent unauthorised access to these products during transport.
- 5.2.20 Bolt seals and rolltainer seals should not be removed unless authorized and communicated with MSD despatch pharmacist / warehouse manager.
- 5.2.21 Service provider will be responsible for losses attained in the processes, costing to be stipulated on the SLA.
- 5.2.22 Drivers of vehicles should identify themselves and present appropriate documentation to demonstrate that they are authorised to transport the load at the point of delivery.
- Must have Id cards.
 - Must produce invoices.

5.3 DELIVERY REQUIREMENT

- 5.3.1 Service Provider must deliver at delivery points as listed in **Annexure A** (see *attached*).
- 5.3.2 Deliveries to the delivery points in **Annexure A** must be delivered by 12h00 pm on the same day that the supplies were dispatched. Changes due to unforeseen circumstances will be negotiated and communicated.
- 5.3.3 MSD will provide the Service Provider with a delivery roster, planned route list for daily deliveries.
- 5.3.4 MSD will inform the contracted Service Provider the previous afternoon before 15h00, of the number of Rolltainers to be picked up at MSD for delivery to delivery points the following day.
- 5.3.5 It will be the Service Provider's responsibility to ensure proper route planning is done, to allow for optimum vehicle utilization.

- 5.3.6 It will be the Service Provider's responsibility to ensure only authorized returns from the site are executed, after approval by the MSD, using the prescribed documentation (in accordance with MSD's SOP). i.e. service providers will be allowed to return goods which are properly sealed in security rolltainers only on instruction and authorization in writing by MSD.
- 5.3.7 MSD will provide truck seals and keep record of all returned stock.
- 5.3.8 Collection of items for delivery points mentioned in **Annexure A** must be done between 07:45am and 09:00am at Auckland Park MSD daily, Mondays to Fridays.

5.4 SECURITY ROLLTAINERS

- 5.4.1 MSD delivers pharmaceuticals to all healthcare facilities by using Security Rolltainers.
- 5.4.2 MSD will provide 2000 (two thousand) Security Rolltainers for deliveries.
- 5.4.3 The Service Provider must make provision for **an electronic monitoring system** to track & trace security rolltainers linked to MSD asset barcode numbers. This system must be accessible by both MSD and service provider in order to monitor trolleys and goods in transit.
- 5.4.4 The safeguarding of pharmaceuticals whilst "in transit" is the responsibility of the Service Provider after acknowledgement of dispatch document until delivered to the end destination i.e. any loss or damage to stock in transit will be to the account of the Services Provider. A full incident report to be submitted to MSD SCM and Responsible Pharmacist within 48 hours. A penalty for such stock to be invoiced and deducted with the next invoice submitted to MSD by the service provider.
- 5.4.5 The Service Provider cannot insist on waiting for Security Rolltainers to be unpacked at the end of destination on day of delivery. Unpacking and checking must be done within 48 hours by the health institutions.
- 5.4.6 The Service Provider will be responsible to return all empty Security Rolltainers to the MSD within 48 hours from the delivery time (excluding weekends and public holidays)..
- 5.4.7 If delivery is not done in accordance to point 5.3.2 above; then any losses due to refrigerated items failing to comply with cold chain requirements, will be for the account of the Service Provider.
- 5.4.8 The Service Provider must provide anti-tamper, plastic, numbered, security seals to secure the Security Rolltainers (Two seals per Rolltainer).
- 5.4.9 Seals must have a unique number sequence.

5.4.10 Seals must be tamper proof and strong and must be discarded when broken.

5.4.11 Should the need arise for stock not to be delivered in Security Rolltainers, but on pallets the following should be considered and costed accordingly:

- a. Average size of a pallet: $\pm 1.5\text{m} \times 1\text{m}$
- b. Maximum weight: 540kg

On such occasions MSD, will provide a manual pallet jack, should this pallet jack be lost it will be the responsibility of the service provider to replace it within five (5) days.

5.5. RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Providers are required to submit the proposal containing the following:

- 5.5.1 The original certified copies of all certificates and documents (ID copy, roadworthy certificate, vehicle ownership documents, letter of commitment/intent from the vehicle leasing companies.
- 5.5.2 Submit a strategy for distribution outlining all processes and procedures that the bidder shall implement to deliver on this bid including, but not limited to the following:
 - The company profile highlights management skills, training and development plan, technical experience, roles and responsibilities of the main team members.
 - Communication plan including communication with drivers and the department.
 - Fleet management capability.
 - Back-up for breakdowns and turnaround time to respond to breakdowns.
 - Routine maintenance of the vehicles.
- 5.5.3 The price charged by the contractor shall be for the trips undertaken to deliver the goods to the Healthcare institutions
- 5.5.4 Service Provider must provide invoices for finance claims in accordance with the MSD trip documents (AP111's) on a weekly basis.
- 5.5.5 Service Provider to submit reconciliation reports for Rolltainers in circulation on a weekly basis.
- 5.5.6 Any discrepancies or missing trolleys should be reported by the Service Provider dispatch Pharmacist/ warehouse manager.
- 5.5.7 The Service Provider shall ensure that they have one manager and a mobile office on site.

- 5.5.8 Service Provider must provide MSD with the best **monitoring system** for the Security Rolltainers when delivered to and returned from institutions.
- 5.5.9 Service provider must ensure that their temperature and humidity control system is always in good condition.
- 5.5.10 Service provider must provide the MSD with daily temperature logs for every truck that transported stock on that day.
- 5.5.11 Service provider must provide MSD with a temperature mapping and calibration certificates annually.
- 5.5.12 Service provider must provide conditioned cooler boxes for the transportation of cold chain items.

5.6 RIGHTS OF THE PRINCIPAL

- 5.6.1 MSD reserves the right to add new delivery points, emergency deliveries, and new departure points by arrangement with the Service Provider that will necessitate extra vehicles when required.
- 5.6.2 MSD reserves the right to cancel deliveries to any of the delivery points with thirty (30) days' notice to the Service Provider.

5.7 PENALTIES

- 5.7.1 In the event of non-performance or failure to perform in accordance with the tender agreement, penalties shall be invoked by the MSD and be deducted from the payment due to the Service Provider.
- 5.7.2 Failure to provide eight (8) trucks as required will result in penalties as per service level agreement.
- 5.7.3 Failure to return Rolltainers within 48 hours after delivery will result in penalties as per service level agreement. Unless prior communication with the MSD.
- 5.7.4 Failure to deliver consignments within eight (8) hours including failure of cold chain will also result in penalties as per service level agreement.
- 5.7.5 Failure to replace the lost pallet jack within five (5) days, will result in with be lost it will be the responsibility of the service provider to replace it within five (5) days.

5.8 PROJECT MANAGEMENT

5.8.1 A project management team will be established comprising two representatives of the MSD and two of the Service Provider.

5.8.2 The team will manage the project in terms of the tender specification as well as the service level agreement.

6. THE EVALUATION OF THE BIDS

The evaluation of the bids will be done in accordance with 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 in two stages:

- Stage 1A: Mandatory Administrative Compliance Evaluation
- Stage 1B: Functionality Evaluation
- Stage 1C: Site Visit Evaluation
- Stage 2: Price and Specific Goals

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

STAGE 1A: MANDATORY ADMINISTRATIVE RESPONSIVENESS

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

- a. A valid copy of Workman's Compensation Certificate. (WCC)
- b. A valid copy of Registration Certificate from the National Bargaining Council for Freight, Air and Logistic industry (Provide proof of certification of registration with the National Bargaining Council)
- c. Valid copy of Insurance Certificate for Goods in transit insurance - Cover for any losses or damages caused by the company during relocation. (average cover of R3 000 000 per trip)
- d. Valid copy of Liability insurance cover of a minimum R 5 000 000 per truck must be attached.
- e. All SBDs must be completed, signed where applicable and submitted.
 - i. SBD 1: Invitation to Bid
 - ii. SBD 4: Declaration of Interest

Department of Health reserves the right to verify the accuracy of any of the information provided and or authenticity of any supporting documents submitted”.

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

STAGE 1B: FUNCTIONALITY EVALUATION

Only bidders who have complied with Stage 1A: Mandatory Administrative Compliance requirements will be evaluated for the Functionality Evaluation.

The Bid Evaluation Committee (BEC) is responsible for scoring. The bids will be evaluated and scored for functionality, based on the criteria, as per the below Table 4.

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

The minimum threshold score is 37 points out of 53 points for functionality. Bids will be declared non-responsive and set aside, if such a bid does not meet the threshold of 37 points.

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

Table 4: The Functionality Evaluation

No.	Criteria	Description	Points Allocated
1	Company experience	<p>Bidder to provide reference letter/s indicating the previous contracts for distribution/courier services in the past 8 years.</p> <p>Format of letter: The reference letter/s must be on the letterhead of the previously serviced client and should reflect at least name of the client, title of the related work conducted, year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The reference letter must indicate the satisfactory quality of service rendered.</p> <ul style="list-style-type: none"> • 5 and more years of experience (10 points) • From 4 less than 5 years of experience (8 points) • From 3 to less than 4 years of experience (6 points) • From 2 to less than 3 years of experience (4 points) 	10

		<ul style="list-style-type: none"> • 1 to less than 2 years of experience (2 points) Less than 1 year of experience (0 points Note! The years of experience will be calculated based on the duration of the project (s). (Start and end dates of the projects will be considered). References from the project that are running concurrently will be calculated as one and a project with longer duration will be considered. <p>Reference letter/s not meeting the required information listed above (Format of letter) will not be considered.</p>	
2	Trucks & Mobile Office	<p>Bidder must attach proof that they will supply eight insulated trucks each with a load capacity of 8 tons for the distribution of pharmaceutical items service as follows:</p> <p>a. Provide proof of ownership (certificate of registration in respect of trucks- Natis document) or valid lease agreement(s) for each of the eight trucks.</p> <ul style="list-style-type: none"> • Proof of ownership or valid lease agreement(s) for each of the eight trucks (8 points) • Proof of ownership or valid lease agreement(s) for less than 8 eight trucks (0 points) <p>b. Provide proof of ownership (copy of title deed or invoice) or a lease agreement document to ensure that they will have a mobile office on site.</p> <ul style="list-style-type: none"> • Proof of ownership (copy of title deed or invoice) or valid lease agreement document to ensure that they will have a mobile office on site (1 point) • No proof of ownership (copy of title deed or invoice) or lease agreement document to ensure that they will have a mobile office on site (0 point) 	9
3	Personnel	<p>Bidder must submit the following human resource requirements.</p> <p>a. Provide a list of all the crew consisting of:</p> <ul style="list-style-type: none"> ✓ 8 x drivers with experience in safe and legal operation of 8-ton trucks, adhering to traffic laws) ✓ 16 x driver's assistants with experience in loading and unloading goods, navigating routes, and ensuring customer satisfaction) ✓ 1 x site manager with experience in overseeing all activities related to deliveries, managing the trucks, drivers and driver assistants, coordinating with MSD) <p>The list of the crew should be in the following format: It must have the name and surname of the employees, contact number, and years of experience.</p>	14

		<ul style="list-style-type: none"> • Completed list with all the information for crew members (3 points) • Incomplete list (1 point) • No information provided (0 point) <p>b. Provide valid copies of driver's licenses with Professional Drivers' Permit (PDP) for the 8 drivers as per the list above.</p> <ul style="list-style-type: none"> • Valid copies of driver's licenses with Professional Drivers' Permit (PDPs) for all 8 x drivers (8 points) • No or less than 8 valid copies of driver's licenses with Professional Drivers' Permit (PDP) for the 8 x drivers (0 points) <p>c. Provide a CV of the site manager indicating years of experience managing a distribution/ courier service.</p> <ul style="list-style-type: none"> • More than 3 years of experience (3 points) • From 2 to less than 3 years of experience (2 points) • From 1 to less than 2 years of experience (1 points) • Less than 1 year experience (0 points) 	
4	Standard Operating Procedures	<p>Bidders must provide approved documented standard operating procedures (SOPs) pertaining to the safeguarding of pharmaceutical items in transit.</p> <ul style="list-style-type: none"> • Planning of daily scheduled trips (1 point) • On-loading of pharmaceutical items into trucks. (1 point) • Securing goods in transit (goods in transit be sealed and locked). (2 points) • Temperature monitoring of pharmaceutical items in transit (ambient) (1 point) • Temperature monitoring of pharmaceutical items in transit (cold chain) (1 point) • Spillage cleaning and reporting. (1 point) • Off-loading of consignment at healthcare facilities (1 point) • Communication with drivers (1 point) • Incident reporting (1 point) • No SOP submitted (0 points) 	10
5	Contingenc Plan	<p>a. The bidder provided a comprehensive contingency plan covering the following: (6 points)</p> <ul style="list-style-type: none"> • Mechanical breakdown during load in transit • Emergency delivery 	6

		<ul style="list-style-type: none"> • Hijacking • Labour unrest (by company personnel and departmental personnel). • Backup truck and drivers. <p>b. Incomplete contingency plan or no contingency plan. (0 points)</p> <p>Failure to submit the contingency plan or submission of incomplete contingency plan, the bidder will score zero points</p>	
6	Technology	<p>The bidder must provide an electronic system(s) for tracking/tracing of trucks and security rolltainers.</p> <p>a. Provide proof of electronic system(s) to be utilized for the tracking of all eight (8) trucks. As proof submit a sample of such a system generated activity report.</p> <ul style="list-style-type: none"> • Proof of an electronic system(s) provided – sample of system generated activity report received for the tracking of trucks (2 points) • No sample report received (0 points) <p>b. Provide proof of electronic monitoring system(s) to be utilized for the tracking/ reporting of security rolltainers. As proof submit a sample of such a system generated activity report.</p> <ul style="list-style-type: none"> • Proof of an electronic system(s) provided – sample of system generated activity report received for the tracking of security rolltainers (2 points) • No sample report received (0 points) 	4
Total Points			53
Minimum Threshold			37

Only bidders who complied with the functionality evaluation will be evaluated for site visit.

STAGE 1C: SITE VISIT EVALUATION

Only bidders who have complied with Stage 1B Functionality Evaluation will be considered for site visit evaluation.

The Gauteng Department of Health reserves the right to conduct a Site Visit Evaluation. The Department shall establish general information during the evaluation of the site regarding the compliance, practicality, capacity, and appropriateness of the trucks.

The Department reserves the right to inspect the bidders' trucks at reasonable times. The bidders must meet the Departmental staff on their site/s and co-operate with them and furnish the information they require.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation, based on the criteria, as per Table 5.

The minimum threshold score for Site Visit Evaluation is 40 points out of 60 points. Bidders who fail to achieve the minimum threshold score will be disqualified.

TABLE 5: SITE VISIT EVALUATION		
No. Criteria	Criteria Description and Scoring Points	Total Points
1. Truck	<p>The following points will be assessed:</p> <ol style="list-style-type: none"> 1. 8-ton insulated trucks X8= (10 points) 2. All trucks are equipped with a Temperature Monitoring system (10 points) 3. Suitable lifting device (tail lift) on all 8 trucks (10 points) 4. Global positioning system (GPS) tracking devices or application for each of the 8 trucks (10 points) 5. 1 x Bolt- Cutter in each truck (10 points) 6. Asset Monitoring System related to monitoring of Roll tainers(10 Points) 	60 Points
TOTAL POINTS		60 points
Threshold		40 points

STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all the above evaluation stages, (Stage 1A,1B and 1C) will be considered for the price and preference points 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 R50 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 required to complete:

- SBD 3.2: Price Schedule –Non-Firm Prices (Purchases)
- SBD 3.3: Price Schedule – (Services)
- **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 6: PRICE AND SPECIFIC GOAL

PRICE AND SPECIFIC GOAL REQUIREMENTS	POINTS	POINTS	REQUIRED EVIDENCE
POINTS FOR PRICE	80	90	
POINTS FOR SPECIFIC GOALS	20	10	
Enterprises which are at least owned by 51% owned by historically disadvantaged individuals	5	5	• ID/CSD/BEE/CIPC registration documentation
Enterprises which are at least owned by 51% owned by woman	5	2	• ID/CSD/BEE/CIPC registration documentation
Enterprises which are at least owned by 51% owned by youth (younger than 35 years)	5	2	• ID/CSD/BEE/CIPC registration documentation
Enterprises which are at least owned by 51% owned by people with disability	5	1	• Medical Certificate from Health Practitioner ID/CSD/BEE/CIPC registration documentation
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	100	

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

Only the bidder that scored the highest points on price and preference points will be awarded.

7. SPECIAL CONDITIONS

7.1 Penalties

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.

7.1.1 Failure to provide eight (8) trucks as required will invalidate the contract.

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

7.1.3 Failure to provide 50 conditioned cooler boxes per month will result into 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 or tape is strictly prohibited and will result in the bidder's disqualification from the evaluation process.

7.4 Highly Recommended Briefing Session

The highly recommended briefing session will be held at the venue provided during the advert. Prospective bidders are recommended to attend. Failure to attend the briefing session will not disqualify a bid.

7.5 Compulsory Site Visit

The GDOH reserves the right to conduct the compulsory site visit and request additional information before the final award.

7.6 Right and obligation

The Security Service Provider must safeguard the premises and/or vehicles and their contents, as well as the people therein or thereon, by applying the Control of Access to Public Premises and Vehicles Act 53 of 1985. The Service Provider must provide an on-site supervisor who is always available.

7.7 The GDOH shall:

- a) Conduct business in a courteous and professional manner with the Service Provider.
- b) Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
- c) Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- d) Provide a storage facility for transportation, equipment and materials.

7.8 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.

7.9 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.

8. THE BID AWARD CONDITION

8.1 The conditions of the bid award

- a. The tender will be awarded to the bidder whose bid scored the highest combined price, and preference points out of 100.
- b. The Gauteng Department of Health reserves the right not to award or cancel the bid.
- c. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders where prices are above market-related Pricing.
- d. Bidders must be registered on the National Treasury Central Supplier Database, and all contracted suppliers must ensure they register with the National Treasury Database at the award stage.
- e. The Gauteng Department of Health reserves the right to do a due diligence evaluation of the selected bidder/s.
- f. The successful bidder must be tax compliant at the time of the award.
- g. The Gauteng Department of Health reserves the right to award a single bid for the service.

8.2 Travel

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder. Prices quoted must be furnished based on “rendered on site” at the Gauteng Department of Health Central Office.

8.3 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.

8.4 Fronting

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

8.5 Contract period

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

8.6 Validity Period

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

8.7 Mergers, take overs and changes in supplier detail

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

8.8 Third parties

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

9. POST AWARD REPORTING

Historical Data:

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

Gauteng Department of Health, Directorate: Acquisition and Contract Management.

10. TECHNICAL ENQUIRIES

All technical queries must be emailed to:

Ms. Annelien Schwab
Assistant Director Logistics and SCM
Email: Annelien.Schwab@gauteng.gov.za

And

Mr. Ncamile Poponi
Deputy Director: Acquisition Management
Email: Ncamile.Poponi@gauteng.gov.za



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
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15. Warranty
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)