

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

NOTES

THE TENDER BOX IS OPEN

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

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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



Provincial Supply Chain Management

INVITATION TO BID

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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

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

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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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

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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

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	POINT SYSTEM	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

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	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State Institution

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

	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.

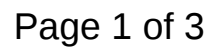
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	BIDDER'S DISCLOSURE	Page: 3 of 3

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

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

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

Signature		Date	
Position		Name of the Bidder	





GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	
Preference Points (Specific Goals)	
TOTAL	

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	
1.	
	POINTS ALLOCATED
2.	
	POINTS ALLOCATED
3.	
	POINTS ALLOCATED
4.	
	POINTS ALLOCATED
5.	
	POINTS ALLOCATED

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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BIDDERS JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR GT/GDH/114/2024 - FOR LEASING OF THE WAREHOUSE AND OFFICES FOR GAUTENG DEPARTMENT OF HEALTH MEDICAL SUPPLIES DEPOT FOR A PERIOD OF THREE YEARS

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**GAUTENG PROVINCE**HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR GT/GDH/114/2024 - FOR LEASING OF THE WAREHOUSE AND OFFICES FOR GAUTENG DEPARTMENT OF HEALTH MEDICAL SUPPLIES DEPOT FOR A PERIOD OF THREE YEARS

ABBREVIATIONS

Abbreviations	Full description
BTU	British Thermal Unit
GDoH	Gauteng Department of Health
GDoHI:	Gauteng Department of Health Institutions
PFMA	Public Finance Management Act
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
COC	Certificate of compliance
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
MSD	Medical Suppliers Depot
PPPFA:	Preferential Procurement Policy Framework Act
PFMA:	Public Finance Management Act
RFP:	Request for Proposal
SAHPRA	South African Health Products Regulatory Authority
SAPC	South African Pharmacy Council
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standards
SAPOA	South African Property Owners Association
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
VAT:	Value- Added Tax
SARS:	South African Revenue Services
CSD:	Central Supplier Database
PPR:	Preferential Procurement Regulation, 2022
National Treasury;	Has the meaning assigned to it in section 1 of the PFMA, 1999 (Act No.1 of 1999) means the National Treasury established by section



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR GT/GDH/114/2024 - FOR LEASING OF THE WAREHOUSE AND OFFICES FOR GAUTENG DEPARTMENT OF HEALTH MEDICAL SUPPLIES DEPOT FOR A PERIOD OF THREE YEARS

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1. THE PURPOSE

The Leasing of the Warehouse for use as the pharmacy wholesaler and Offices for Gauteng Department of Health Medical Supplies Depot for A Period of three (3) Years.

2. THE BACKGROUND

The Medical Supplies Depot (MSD) is situated in a residential area of Hursthill, Auckland Park; it occupies a land space of 35,491.85 sqms. The warehouse occupies land space of 6000 sqm and has 3 floors. The core mandate of MSD as a wholesale pharmacy for the department of health is to procure, test for quality, warehouse and distribute medicines to provincial health facilities, thus distribute medicines to hospitals and clinics on a daily basis. The pharmaceutical budget comprises of 8% of the total GDOH budget which is approximately R5 billion per annum. The MSD was established in 1992 as a trading Account in terms of Exchequer Act. In 1999 Exchequer Act was repealed and replaced by the PFMA which changed all the Trading Accounts under the Exchequer Act to Trading Entities.

Currently, the operations of the MSD take place over three floors and the duplication of services is both uneconomical and inefficient in the use of human and financial resources and therefore deemed not to be “fit for purpose” facility. Despite the shortcoming, quality services are rendered from the MSD and is a fully licensed wholesale pharmacy as per the Medicine and Related Substances Act, licensed by the National Department of Health (NDOH) and is registered as a pharmacy with the South African Pharmacy Council (SAPC).



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The steady decline in the state of the facility, despite maintenance is rendering the facility unsafe in terms of the Occupational Health and Safety (OHS) Act. The statutory bodies such as the SAPC and South African Health Products Regulatory Authority (SAHPRA) are now insistent on statutory compliance with the emerging risk of withdrawal of registrations if compliance shortcomings are not urgently addressed e.g. the implementation of an air control system throughout the warehouse. Even if costly renovations are done it will not render the facility a fit for purpose warehouse, therefore, the only option is to find new suitable warehouse premises to house the MSD.

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:

- a. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- b. Preferential Procurement Policy Framework Act no. 5 of 2000
- c. Preferential Procurement Regulations, 2022
- d. GDoH Preferential Procurement Policy, 2022
- e. Open Tender Framework, 2019
- f. Medicines and Related substance Act 101 of 1965
- g. Pharmacy Act 53 of 1974



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- h. National Health Act of 61 of 2003
- i. Spatial planning and land use management Act 16 of 2013
- j. National environmental management act 59 of 2008
- k. Government Immovable Asset Management Act 19 of 2007
- l. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- m. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)
- n. Protection of Personal Information Act, 1982 (Act no 84 of 1982)
- o. Promotion of Access to Information Act, 2000 (Act no 4 of 2013)
- p. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- q. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- r. Information Act, 2002 (Act 70 of 2002)
- s. National Building Regulations and Building Standards Act No. 103 of 1977 (as amended)

Note: Should there be any updated version of any stated regulation or standard in this document; the updated version shall be applicable in practice.

4. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	Section 1: Technical Proposal of the tender: All the documents included in Section 1 must be read, completed, signed where applicable and submitted in English. a. A valid Proof of ownership of property or lease agreement b. A valid zoning or re-zoning certificate issued by the local municipality c. A valid Certificate of occupation certifying that the building meets all building Regulation requirements issued by the municipality.



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	d. All SBDs must be fully completed and signed where applicable and submitted: • SBD 1: Invitation to Bid • SBD 3.3: Price Schedule • SBD 4: Bidder's Disclosure e. 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. f. Bidder must be registered on Central Supplier Database (CSD) must provide material master number (MAAA number) g. Latest audited financial statements for the last two years.
Part 2	All the supporting documents of proof required for the Functionality Evaluation: a) Valid proof of address/ Municipal account b) Company Reference letters c) Title deed d) Valid site development plan/ building plan All supporting document for the Functionality Evaluation
Part 3	Section 2: Financial Proposal of the tender: Completed Price Schedule documents. a) SBD 3.1: Goods b) SBD 3.3: Price Schedule – Professional Services c) Annexure A: Price Schedule d) SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022



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5. SCOPE OF WORK

The service provider that will be contracted by the Gauteng Department of Health must provide a facility for Acquisition/Leasing of the Warehouse and Offices for Gauteng Department of Health for A Period of three years.

5.1 The leased warehouse should address the following:

- Infrastructure that is fully compliant with all statutory requirements of a wholesale facility and accommodates people with disabilities should be given high consideration.
- Single storey warehouse which will result in optimum space utilisation (~ 40 000sqm) and improved workflow from receipt to dispatch aligned to the processes of a fully functional and integrated warehouse management system
- Management office space at mezzanine level for continuous visibility and supervision.
- Office space for admin block which should be multi-floor or single storey to accommodate the staff establishment of the MSD.
- Adequately sized and separate receiving, dispatch, and quarantine areas within the warehouse with an approximately 5000 sqm external yard space for receiving truck and 5000 sqm for deliveries.
- No windows, adequate lighting, fluorescent lighting as medicines cannot be exposed to sunlight.
- Air handling units / air conditioning for indoor temperature control within a range of 15 – 25 degrees Celsius
- Floors durable for heavy duty activities, impervious and easy to clean.
- Warehouse structure must have preferably steel roofed structure and must be waterproof.
- No surface wiring.
- Adequate space for quality testing / laboratory for testing samples
- 12 cold rooms of 25 sqm at receiving, dispatch and stores.
- Appropriately sized isles for electric forklifts about 3m wide and adequate areas for parking and charging forklifts.



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- Fire protection and alarms, fire extinguishers and sprays.
- CCTV with security control rooms and access control at all entry and exit points and throughout the warehouse and other areas.
- Archives for storage of 5 years of documents in an orderly manner.
- Entry and exit of trucks through separate gates with minimum of 10m wide.
- Emergency exits.
- Standby generators for business continuity.
- Connections to fire pumps (hydrants)
- Security Guardhouse
- Adequate lighting
- Electric fencing
- Assembly points
- Green spaces and trees
- Adequate and suitable administrative office space, some spaces may need to be enclosed due to the confidentiality of the document processed and stored
- Office area at 15-25 sqm per office for approximately 80- 90% people.
- Kitchen and canteen areas
- Ablution blocks and Change Rooms with lockers.
- 4 boardroom and 1 meeting room
- A fully compliant Server Room that is Fire and Waterproof with adequate temperature controls and access control.
- WAN and LAN connectivity, Fibre connectivity, WIFI, VoIP
- Electric stock moving equipment, depending on the new warehouse.

The Identified Warehouse should be able to meet the basic minimum requirements to ensure compliance to legislation and must allow for expansion if required. The selection of a fit for purpose warehouse will also require a detailed specification with regards to mechanical, technical, and building requirement


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Table 2: The estimated size of the leased MSD facility

DESCRIPTION OF THE AREA	ENVISAGED / ESTIMATED SIZE
MSD entire premises	Approximately 40 000-50 000sqms(4-5ha) all inclusive
Warehouse / storage area to be a single floor to accommodate the following: • Storage area • Receiving area • Dispatch area. • Laboratory services • Schedule 6 store • Cold rooms • Quarantine area. • Expired stock area • Offices • Other area	Approximately 30 000 sqms (3ha) with internal height of 5 pallet (5X1.8m)
Layout of yard outside warehouse to accommodate the following: • Staff and visitors Parking • Incoming and outgoing trucks • Roads • Distribution trucks parking • Staff Canteen, wellness area, • Grounds/ gardening	Approximately 10 000- 20 000 sqms



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Admin Building/ Offices • Offices • Open Plan workstation • Boardrooms • Training Room • Kitchens • Toilets	Approximately 2000 sqms on multi-floor
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5.2 The proposed location

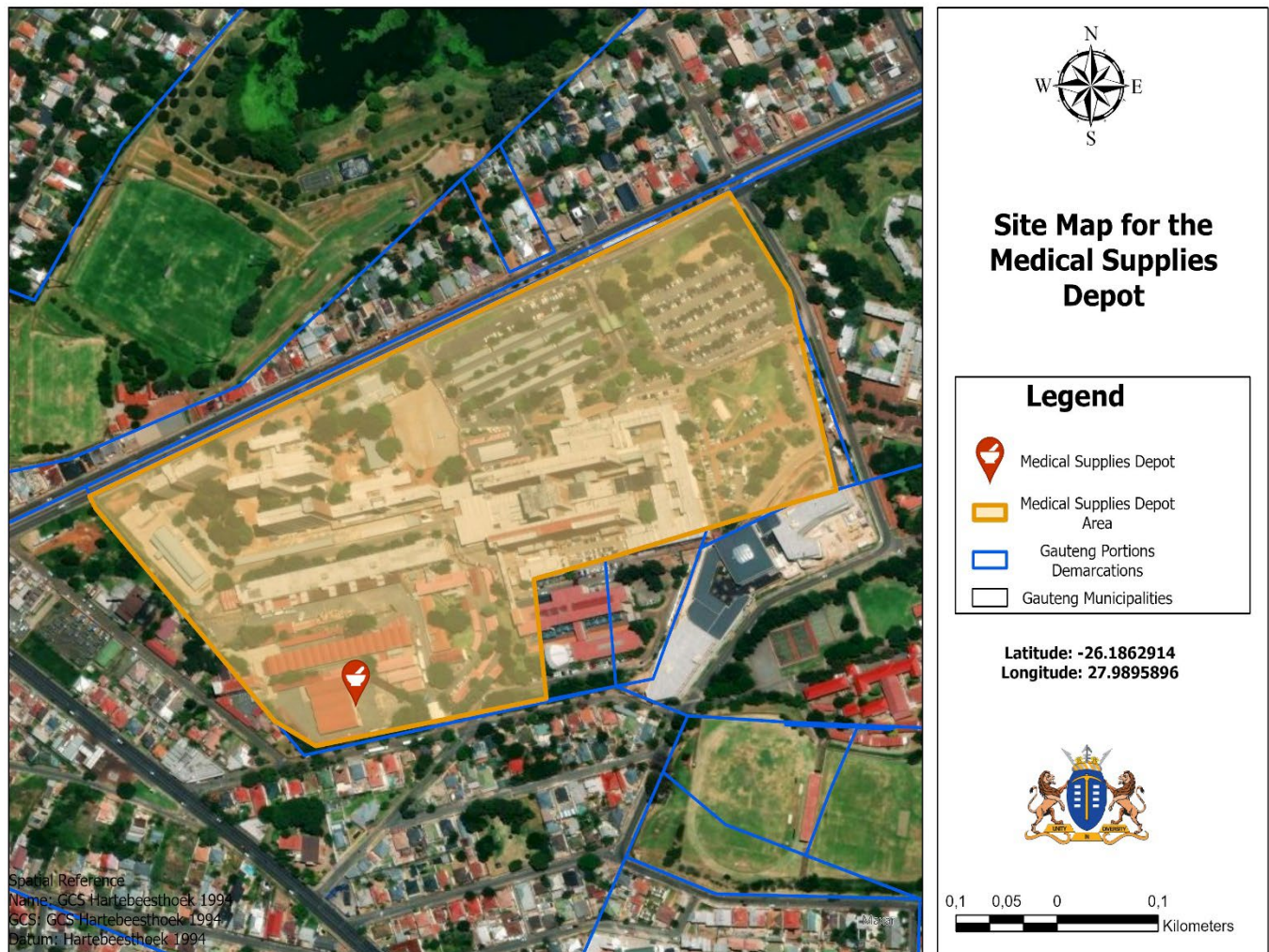
The current Medical Supplies Depot (MSD) is situated in a residential area at 35 Plunkett Avenue, Hursthill, Auckland Park, in close proximity to Helen Joseph Hospital and Aan Latsky Nursing College.



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The Site Map for the Medical Supplies Depot: 1



The Map below illustrate the location of the existing Medical Suppliers Depot (MSD)

The proposed MSD should be located at less than 50 km radius from the existing site.

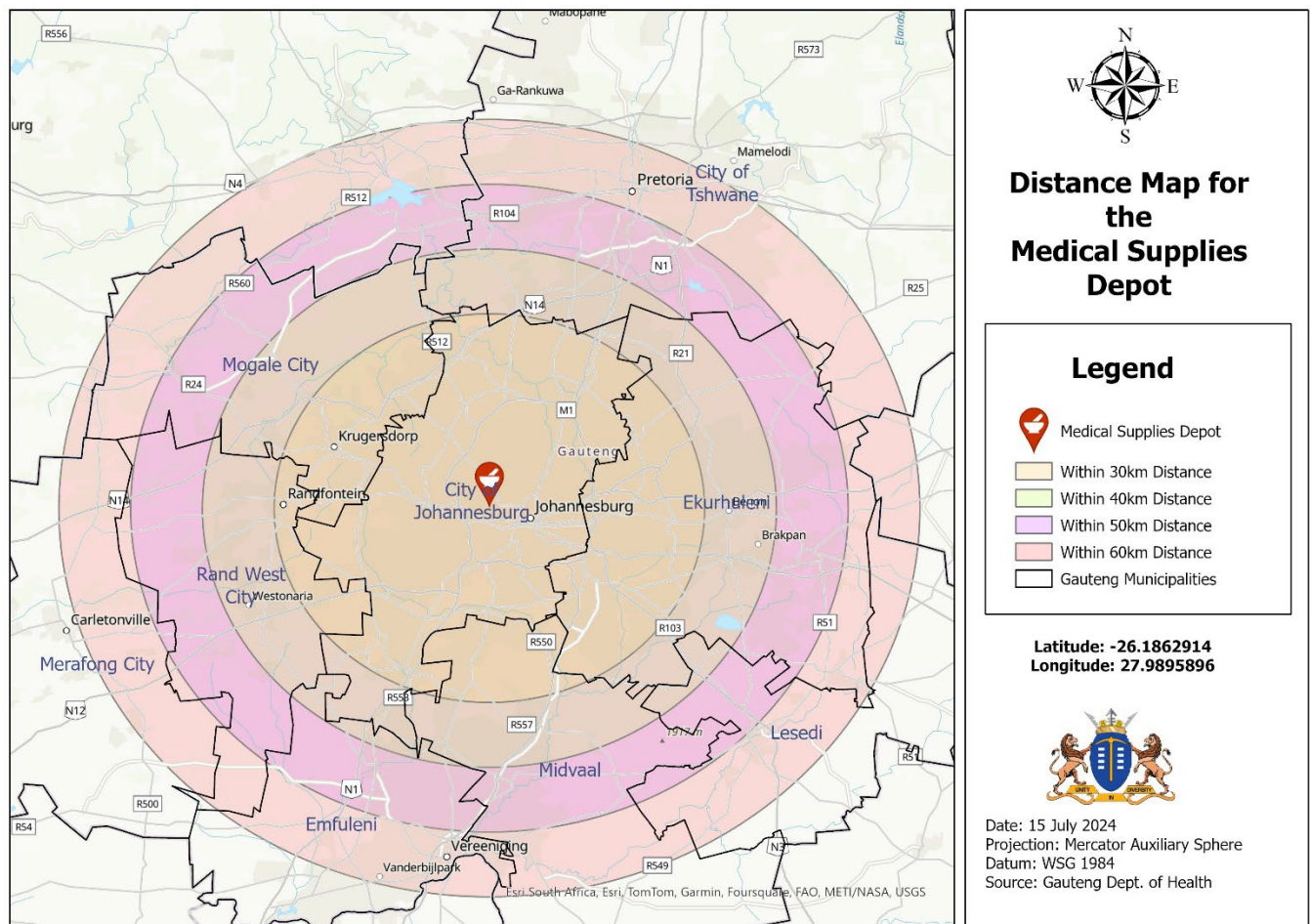
The Map below illustrate the distance from the existing MSD up to 60 km radius.



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The Distance Map for the Medical Suppliers Depot: 2



5.3 The geographical consideration for the new warehouse – please strengthen

Some of the geographical considerations for a new warehouse should include:

- Central location for provincial-wide distribution
- Preferable a standalone warehouse.
- To an area designated as a clean-air industrial zone
- It should not be in an environmental sensitivity area (e.g. flood lines, water logging. Dolomitic area)
- Easily accessible to national and provincial road networks
- Should be accessible to public transport and Delivery trucks



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- The new warehouse should preferably be in a safe and secured area
- It should be zoned appropriately.
- Bulk infrastructure service should be available (sewage, water, electricity, storm water drainages etc)
- It should not be a heritage building and preferably not older than 60 years

Warehouses should be identified that meet the basic minimum requirements to ensure compliance to legislation and must allow for expansion if required. The selection of a fit for purpose warehouse will also require a detailed specification with regards to mechanical, technical, and building requirements

6. MINIMUM REQUIREMENTS FOR INFRASTRUCTURE

The following are minimum requirements for infrastructure:

6.1 Warehouse

6.1.1 Receiving Area

- Receiving area shall be provided with surveillance camera.
- Receiving Bay shall have temperature control system.
- Approximately 4X4 m (w) receiving bays
- Receiving bays to be covered by 4m long canopy to protect against sunlight and rain
- Each of the receiving bays to have a platform approximately 1.2 m height
- To be fitted with strong roller shutter door
- Rubber wall protectors
- Space for a workstation and network point
- Power and network points for receiving workstation
- Air controlled curtains to maintain temperature
- Quarantine cold room

6.1.2 Quarantine Area

- approximately 10 Lockable cages (various sizes ranging from 3X3m to 10X10m)
- Separate entrance and exit



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6.1.3 Laboratory

- Approximately 200M²
- Adjacent to the receiving area
- Provision for multiple water inlets and drainage pipes
- Power and network points

6.1.4 Cold Rooms

- 2 cold rooms approximately 3X3m
- 2 cold rooms approximately 4X5m (one with shelving)
- Multiple power sources

6.1.5 Storage Area

- Wide open space
- Suitable sized space between shelves for forklift movement
- Heavy Duty Shelving compliant to Good Warehouse Practice (GWP)
- Shelves should be five pallet height
- Two shelving racks put back-to-back
- Provision for office spaces and workspaces
- Office should be in the mezzanine level to oversee the work
- Sufficient lighting and CCTV camera coverage
- Sufficient power and network points.
- Separate caged area for schedule 6 approximately 10X10m
- Separate caged area for high-risk items 10X10m
- Expired stock Caged 5X5m
- Waste Caged 5X5m

6.1.6 Dispatch

- 16 holding cages for approximately 5X5m to 8X8m
- Separate entrance and exit for each cage
- Dispatch area shall be provided with surveillance camera
- Dispatch area shall have temperature control system
- Approximately 4X4m(w) loading bays
- Dispatch bays to be covered by 4m long canopy to protect against sunlight and rain
- Each of the loading bays to have a platform approximately 1.2m height
- To be fitted with strong roller shutter door
- Rubber wall protectors



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- Space for a workstation and network point
- Power and network points for loading workstation
- Quarantine cold room

6.1.7 Ablution block (staff lockers and showers)

- Approximately 5 showers and toilets plus urinal for males and 10 for females
- Ablution must be disability user friendly

6.1.8 Security search areas at entrances and exits

- Search room in all the entrance/exits areas

6.2 Office Space

The tables below outline the space requirements for the office block of the Warehouse Building. The office space will accommodate the MSD Management and Support Staff. In general, the office space of the Warehouse Building will house, *inter-alia*, the following:

- Offices
- Boardrooms
- Meeting Room/ Training Room
- Kitchenette
- Server Room
- Control Room
- Toilets
- Stationery and consumables stores
- HR Filling Room
- Archives



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Table 3: Office space required for core services

Office Size (m)	6X6	5X5	6X10	1X5	4x5	5X5	5x5	4X5	4X4	4X4	4X4	4X4	2X2	2X3	1 X 2	2X3	4 X 4	4X5	Total space
Square Meters	36	25	60	5	20	25	25	20	16	16	16	16	4,5	6	2	6	16	20	359.5
space required total	36	25	60	5	40	25	175	40	240	48	224	16	153	6	12	24	16	100	1245
Department	Accounting Officer /CEO	Adjacent to CEO	Adjacent to CEO	Adjacent to CEO	PA/ Office Admin	Senior Manager/RP	Deputy Manager	Assistant Manager	Pharmacist	Assistant Director	Supervisor	Pharm Assistant	MRC Open Plan	Walk in Strong Room	Print Area	Filing Room	Filing Room	Filing Room	
Number of people																			
CEO's Office	1				1									1		1			
CEO's Waiting Room		1																	
CEO's Boardroom			1																
Kitchnette to Boardroom				1															
RP's office					1	1										1			
Quality Assurance							1		1	1		1	4			1			
P M&E							1			1			2						
Contract Management							1		1	1			2			1			
Demand Management/Data							1		1		1		6		1		1		
Pharmaceutical Procurement							1	1	3		1		9		1			1	
Warehouse Receiving							1		1		1		7		1			1	
QC Lab								1	3										
Warehouse Dispatch									1		1		4		1			1	
Warehouse Inventory Management							1		4		10				2			2	
Total number of officials and offices	1	1	1	1	2	1	7	2	15	3	14	1	34	1	6	4	1	5	


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Table 4: Office spaces required for support functions

Office Size (m)	6X6	6X4	5x5	4x4	4x4	4x4	2.25x2	3x3	2X 3	4X 5	4x5	Total Space
Square Metres	36	16	25	16	16	16	4.5	9	6	20	20	
space required	72	32	175	320	384	180	180	9	60	20	20	1452
Department	Senior Manager	PA/ Office Admin	Deputy Director	Assistant Director	Supervisor/ L7 or 8	Supervisor/ L7 or 8	MRC L5 Open Plan	Walk in strong Room	Filing Room	Filing Room	Archive Room	
Number of people accommodated												
Finance Director	1	1						1	1			
Financial Accounting			1	4	4		10		1			
Financial Reporting			1	2	2		4		1			
Internal Control			1	2	2		2		1			
Supply Chain Management			1	4	3		2		1			
Corporate Services Director	1	1							1			
Facility and Registry				1		2	6				1	
HR			1	4	6		10		1	1		
ICT			1	1	4		1		1			
Security				1	1		4		1			
Risk Management			1	1	2		1		1			
Total number of officials and offices	2	2	7	20	24	2	40	1	10	1	1	



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6.3 Layout of the Yard

6.3.1 Roads

- Road should accommodate easy movement of trucks
- Road Markings should be clear with visible signage

6.3.2 Staff / Visitors Parking

- Sufficient parking bays to accommodate staff and visitors at least 100 cars

6.3.3 Truck Parking yard, and GG cars

- Sufficient space for 10X8 ton trucks

6.3.4 Entrance/Exit gates (including Guard Houses)

- Entry and exit of trucks through separate gates with min of 10m wide.
- With the covering roof both entrance and exit
- Guard house that must comply with the relevant guidelines (at least 1 unisex toilet, fitted with the security window with one sided window, gun safe etc.)

6.3.5 Gardening and court yards

- Grass
- Trees
- Flowers

6.3.6 Strong Room (for Flammables)

- Adjacent to the main warehouse, with drainage, shelving. High ceiling and fire extinguisher equipment, own entrance/exit
- Well ventilated
- Compliant for storage of hazardous and flammable substances

6.3.7 Staff Canteen

- Provision for tuck shop
- sufficient space for chairs and tables for 100 people
- Must have toilets and handwashing facilities

6.3.8 Wellness Clinic

- Provision of adequate space for staff wellness clinic

6.3.9 Assembly Point

- Provision of the assemble point



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7. 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 2A: Price and Specific goals

Stage 2B: Site Visit Evaluation

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 COMPLIANCE EVALUATION

All bids received will be evaluated for mandatory administration compliance. Only bidders who have complied with the Stage 1A: Mandatory Administrative Compliance evaluation requirements will be evaluated for Stage 1B: Functionality Evaluation.

Bidders to ensure that they submit documents that are approved or signed by all parties concerned / relevant authorities.

- a) All SBDs must be completed and signed where applicable and submitted:
 - i. SBD 01: Invitation to Bid
 - ii. SBD 04: Bidder's Disclosure

Failure to meet the requirements stated above the bid will be disqualified and not considered for further evaluation.



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STAGE 1B: FUNCTIONALITY EVALUATION

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

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

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

Table 5: Functionality

CRITERIA	SCORING POINTS	POINTS
1. Location of the warehouse	The Location of the warehouse measured from the existing Medical Suppliers Depot (MSD) at 35 Plunkett Avenue Hurst hill. (Required document: Municipal account or affidavit) 1. Radius of - 40km radius (20 points) 2. Radius of 41- 50km radius (10 points) 3. Radius greater than 50km radius (0 points) Note: anything above 50km radius shall not be considered.	20
2. Age of the building	Building should not be older than 60 years (Heritage building). Bidder should prove the age of the building. (Required documents approved building plans or deeds documents) 1. 0 year - equal to 10 years old building (20 points) 2. More than 10 years – equal to 20 years old building (10 points) 3. More than 20 – equal to 30 years old building (10 points) 4. More than 30 years old building (0) points)	20


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3. Company Reference	Bidders to provide valid testimonial letter/s on the letterhead that is/are accompanied by contract/s or Invoice/s or Purchase Order/s as proof of providing similar services from contactable references. 1. 2 or more signed valid testimonial letters on the letterhead accompanied by contracts or invoices or Purchase Orders from contactable references (10 points) 2. 1 signed valid testimonial letter on the letterhead accompanied by contract or invoice or Purchase Order from contactable references (5 points) 3. No Valid testimonial (0)	10
4. Company Experience	Bidder to provide a copy of signed service contract or PO Invoice or award letter as contractual proof of years of experience in this warehousing industry. Points will be allocated as per the period of the contract / PO Invoice / award letters. 1. 5 or more years of experience (20 points) 2. 3 - 4 years of experience (15 points) 3. 1 - 2 years of experience (10 points) 4. New entrant or less than a 1 year of experience (5 points) <i>Note: Only full years will be considered for evaluation purposes</i>	20
5. Registration with SAHPRA and the SAPC	Warehouse that is already registered as a wholesaler of medicines with SAHPRA and SAPC as a Pharmacy. 1. Warehouse registered as a wholesaler with NDOH, SAHPRA and as a Pharmacy with SAPC (10 points) 2. Warehouse not registered as a wholesaler with SAHPRA and as a Pharmacy with SAPC (0 point) <i>Note: Please submit proof of registration</i>	10
TOTAL POINTS		80
MINIMUM THRESHOLD SCORE		55



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The **minimum threshold score is 55 points out of 80 points** for functionality. Bids will be declared non-responsive and disqualified, if such a bid does not meet the **threshold of 55**.

STAGE 2 A: PRICE AND SPECIFIC GOALS EVALUATION

Only bidders who have complied with the functionality evaluation will be considered for the price evaluation.

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

Bidders are referred to the SBD 3.3 and Annexure A for pricing schedule and the SBD 6.1 for the Preference Point System.

For this tender the Gauteng Department of Health will promote the South African owned enterprise/s in support of the RDP goals.

Table 6: Specific goals point allocation

PRICE AND SPECIFIC GOAL REQUIREMENTS	PREFERENCE POINT SYSTEM 80/20	PREFERENCE POINT SYSTEM 90/10	DOCUMENTARY PROOF REQUIRED
POINTS FOR PRICE	80	90	
POINTS FOR SPECIFIC Enterprises which are at least 51% historically disadvantaged individuals	10	5	Id/CDS/BEE/CIPC registration documentation



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POINTS FOR SPECIFIC The promotion enterprises located in the Gauteng Province for work to be done or services to be rendered in Gauteng Province	10	5	Municipal account/affidavit/ lease agreement- must be in the name of the enterprise. NB: Municipal Account must not be older than 3 months.
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	100	

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

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

STAGE 2B: SITE VISIT EVALUATION A AND B

Only bidders who have claimed a maximum points on stage 2 Price and Preference Points Evaluation will be considered for site visit A and B.

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 building.

The Department reserves the right to inspect the bidders' premises 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.



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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 7A.

The minimum threshold score of 41 points out of 58 points for Site visit Evaluation
Table 7 A. Bidders who fail to achieve the minimum threshold score will be disqualified.

TABLE 7 A: SITE VISIT EVALUATION		
No. Criteria	Criteria Description and Scoring Points	Total Points
1. Site and Location of the warehouse	The following points will be assessed: 1. Size of the site Approximately 40 000-50 000 sqms(4-5ha) all inclusive (4) 2. Accessibility of the site (4) ❖ Public transport (2) ❖ Delivery vehicles (2) 3. Internal roads (2) 4. Road Markings and signage (2) 5. Ground / Gardening Space (2) 6. Parking Space (2) 7. Surrounding Area (not in a high crime area) (2)	18
2. Facility infrastructure	The following points will be assessed: 1. Size of the Warehouse Approximately 30 000sqms(3ha) with internal height of 5 pallets (5X1.8m). (20) 2. Admin/ Office space Approximately 2000sqms on multi-floor (10) 3. Layout of yard outside warehouse Approximately 10 000- 20 000sqms (10)	40
TOTAL POINTS		58
MINIMUM THRESHOLD SCORE		41



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Only bidders who have met the threshold of the Site Visit Evaluation Table 7A will be considered for the Site Visit Evaluation Table 7B (Facility Compliance).

TABLE 7B: SITE VISIT EVALUATION (FACILITY COMPLIANCE)	
CRITERIA DESCRIPTION	COMPLY YES / NO
a. Facility based in Gauteng Province	
b. Warehouse	
c. Backup power supply, (Standby generator, solar system)	
d. Roof Structure: Warehouse structure must have a steel roofed structure and waterproof.	
e. Wall: Internal – solid walls with no holes and no structural cracks	
f. Flooring: Non-slippery, durable for heavy duty activities, impervious and easy to clean	
g. Electrical: No wires exposed/hanging. Light bulbs (all light fittings to be recessed and not hanging). The use of energy efficient lights (LEDs) is desirable.	
h. Drains: No open drains and sewage blockages	
i. Frontline services: Entrances: disabled friendly access Ramps (wheelchair, walking aids)	

Bidders who fail to comply with any of the criteria listed on Site Visit Evaluation Table 7B (Facility Compliance) will be disqualified.



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8. SPECIAL CONDITIONS OF CONTRACT

8.1 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.

8.2 Use of fluid correcting substances

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

8.3 Payment terms

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulate 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.

8.4 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.

8.5 Highly recommended briefing session

The bidders are requested to attend a highly recommended briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. These proceedings will be recorded for record keeping purposes. Bidders that did not attend the highly recommended briefing session will not be disqualified.

8.6 The conditions of the bid award

8.6.1 The Gauteng Department of Health reserves the right not to award or cancel the bid.

8.6.2 A valid Proof of ownership of property e.g. title deed

8.6.3 A valid zoning or re-zoning certificate issued by the local municipality



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- 8.6.4 A valid fire compliance certificate or proof of submission for renewal
- 8.6.5 Approved site development plans/ building plans
- 8.6.6 Current and paid up, or arrangement with the municipal on paying municipal account.
- 8.6.7 A valid Certificate of occupation certifying that the building meets all building Regulation requirements issued by the municipality or proof of submission for renewal.
- 8.6.8 The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market price.
- 8.6.9 Bidders are required to register on the National Treasury Central Supplier Database.
- 8.6.10 The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- 8.6.11 The department reserves the right to do verification on the validity of documents.
- 8.6.12 In case where more than one bidder scored the same points, the criteria for breaking deadlock in scoring will be applied as per Regulation 8 of PPR 2022.

8.7 Costs

- 8.7.1 The Gauteng Department of Health will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid.
- 8.7.2 The Gauteng Department of Health will not be held responsible for any costs incurred by the service provider for travelling and accommodations.

8.8 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.

8.9 Fronting

- 8.9.1 The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.



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- 8.9.2 The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- 8.9.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- 8.9.4 In line with Regulation 9 of the PPR, 2022, failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

8.10 Contract period

The contract period shall be for a period of 3 years.

8.11 Validity period

The period of validity is 120 days after the closing date.

8.12 Post award

8.12.1 Mergers, take overs and changes in supplier detail

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



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8.12.2 Third parties

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

8.13 Supplier performance management

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

8.14 Conditions relating to the rental space and other accommodation to be proposed or offered.

- a. It is a requirement to submit designs or layouts, however, the bidder undertakes to appoint qualified professionals for the design and supervision of the space planning and allocation as per departmental requirements.
- b. The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation in existing buildings to the specific needs of the department in accordance with the norms and standards of office space if the bidding property is not currently configured as offices.
- c. Lettable areas must be determined in accordance with the South African Property Owners Association (SAPOA) method of measuring floor areas in office buildings. The final rental payable will be calculated on the lettable area identified.
- d. The department is the sole adjudicator of the suitable warehouse building for the purpose for which it is required. The department's decision in this regard is FINAL.
- e. It is a requirement that the warehouse building offered, including all equipment and installations must comply with the National Building Regulations and Building Standards.



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- f. It is a requirement that the warehouse building offered must comply with the Occupational Health and Safety Act No 85 of 1993. A certificate to this effect must be issued prior to occupation.
- g. A copy of the building floor plan which indicates floor area measurements must be submitted with the tender document.
- h. An original copy of the municipal zoning certificate must be submitted to confirm municipal zoning of the building.
- i. The integrity of the electrical installations and supply must be confirmed by a Certificate of Compliance (COC) prior to occupation.
- j. A copy of Clearance Certificate indicating that the building offered is clear of any arrears on municipal assessment rates by the Local Municipality must be submitted.
- k. A copy of Fire Clearance Certificate in respect of the building offered from the Local Municipality must be submitted.
- l. Verifiable proof of legal ownership (title deed) in respect of the building offered must be submitted.

8.15 Building requirements

8.15.1 Security

- a. Provision should be made for escape routes in the building for emergency situations.
- b. The building must be securely protected against burglary to the satisfaction of the department.

8.15.2 Offices and Partitioning

- a. The rental office space will be required to be remodelled to the department's specifications and interior changes made where partition walls shall be used to divide the total floor area of the building into office and other areas required.
- b. The walls shall have a noise reduction factor of not less than 45 dB within a range of 100 to 1000 Hertz.
- c. This factor has a bearing on complete wall sections including glass and doors if any.
- d. Partitioning of office areas will be done according to the department's needs and requirements.
- e. As a general standard, an average passage width with a minimum of 1.5m shall be provided. Where certain functions within the building necessitate wider passages, those specific areas will be identified, and the passage width specified as part of the rental space particulars.



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- As far as possible the building should have natural ventilation and natural light.
 - Offices and other rooms where electrical appliances will be used shall be fitted with a double 15 amps.
- f. Socket outlet for every 12m². The department shall indicate any additional socket outlets, which are required in the accommodation particulars for special services. The wiring and securing of electrical circuits shall be such that computer equipment can be run from separate UPS outlets in each area where computers are used.
- Electrical circuits for socket outlets shall be secured by means of single-phase earth leakage relays having a sensitivity of 25 amps.

8.15.3 Office interior lights

- Each office shall be provided with its own light switch in a suitable position near the door. It is desirable that the offices should be fitted with energy efficient lights (LEDs). Lighting conforming to the following standard must be provided:
 - a) Reception areas 100 lux
 - b) General offices 300 lux
 - c) Specialized offices 500 lux (drawing rooms, etc.)
 - d) Passages 50 lux
 - e) Auditoriums and conference rooms 100 lux
 - f) Classrooms and storerooms 200 lux
 - g) Parking 50 lux and the external apollo lights fitted with LEDs.
- Site lighting
- Floodlights must be provided on the premises for proper patrol during the night.

8.15.4 Floor to ceiling heights (Offices)

- a. A clear floor to ceiling height of as close as possible to 2,7m throughout shall be maintained in all general areas of the building. Where a certain function inside the building necessitates a higher floor to ceiling height, the specific areas will be identified, and the height specified as part of the accommodation particulars.
- b. Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.



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8.15.5 Facilities for cleaners

- a. On every floor of a multi-storey building or for every 1 350m² gross floor area, a cleaner's rooms of not more than 6m² shall be provided as a storeroom for cleaning equipment and material. It shall be provided with a drip sink, 4-metre-long shelves, and sufficient cross ventilation, preferably by means of an outside window.

8.15.6 Server Room

- a. Air conditioner with minimum rating of 12 000 BTU
- b. Fire detection system
- c. Fire suppression system

8.15.7 Standby generator

- a. An emergency generator as a backup to electricity supply is required for business continuity
- b. Energy saving building

8.15.8 Water Storage Tanks

- a. There must be water storage tanks and/or borehole in the premises

8.15.9 Accessibility

- a. Access for people living with disabilities - ramps, lifts if offices not on ground floor, signage.
- b. Be within reasonable walking distance from taxi rank or public transport route.

8.15.10 Inspection

- a. The department considers it a condition of contract that in consultation with the Lessor and with reasonable frequency during the process of refurbishment or reconfiguration, its property inspector/s shall be given access to the building. The inspector's approval of any part of the building does not exempt the lessor from complying with minimum standard



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requirements. A deviation from the minimum requirements may only be allowed with formal approval from the department.

8.15.11 Availability

- a. Any alterations/ refurbishments by the bidder to meet the department's requirements must be completed prior to the occupation date.

8.16 Enquiries

All queries must be directed to the relevant official's bellow:

Technical: Mr. Simthembile Langa Simthembile.Langa@gauteng.gov.za Mr. November Nkambule November.Nkambule@gauteng.gov.za Mr. Luvuyo Penze luvuyo.penze@gauteng.gov.za	Bid Documents: Ms. Thabisile Matsebula Thabisile.Matsebula@gauteng.gov.za
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Provincial Supply Chain Management

Financial Statements

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Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation 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)