Provincial Supply Chain Management

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID NUMBER	GT/GDH/092/2024
BID DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER/S FOR SUPPLY AND DELIVERY OF GROCERIES AND TOILETRIES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS.

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CUSTOMER INSTITUTION	DEPARTMENT OF HEALTH INSTITUTIONS

BRIEFING SESSION	**Y**	☐	**N**	✔	**SESSION COMPULSORY**			**Y**	☐	**N**	✔
					SESSION HIGHLY RECOMMENDED			**Y**	☐	**N**	✔
BRIEFING VENUE	N/A					**DATE**	N/A	**TIME**	N/A		
COMPULSORY SITE INSPECTION	**Y**	☐	**N**	✔		**DATE**	N/A	**TIME**	N/A		
SITE INSPECTION ADDRESS	N/A										

TERM AGREEMENT CALLED FOR?	**Y**	✔	**N**	☐	**TERM DURATION**	THREE YEARS

CLOSING DATE	13 DECEMBER 2024	**CLOSING TIME**	11:00

TENDER BOX LOCATION
GAUTENG DEPARTMENT OF HEALTH, GROUND FLOOR, 11 DIAGONAL STREET, NEWTOWN, JOHANNESBURG.

NOTES

THE TENDER BOX IS OPEN 24 hours a day, 7 days a week for unbulky tenders. NB: All the Bulky tenders must be handed over at the tender issue desk and receipt of acknowledgement will be issued from 8:00 to 4:3

- 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.

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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.

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CONTACT PERSON	MR. THULANI MYAKA/ MR. THAKHANI MANYADZE
TELEPHONE NUMBER	011 355-3035
FACSIMILE	N/A
E-MAIL ADDRESS	THULANI.MYAKA@GAUTENG.GOV.ZA / THAKHANI.MANYADZE@GAU

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF HEALTH
CONTACT PERSON	MS. NOMONDE TANASE
TELEPHONE NUMBER	060 572 8475
FACSIMILIE	N/A
E-MAIL ADDRESS	NOMONDE.TANASE@GAUTENG.GOV.ZA

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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)			

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

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 of ....20……

….. ……………………………….

Name of data subject/ designated person Signature

………………………………………… ……………………………….

Name/Surname/Dept of Responsible Party Signature

Date:

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
	INSTRUCTION TO BIDDERS	**Page: 1 of 4**

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

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).

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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.

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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.

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	POINT SYSTEM	Page 1 of 1

BID NUMBER	GT/GDH/092/2024	**CLOSING DATE**	13 DECEMBER 2024
VALIDITY OF BID	120 DAYS	**CLOSING TIME**	11:00

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

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	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES		NO	

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

Full Name	Identity Number	Name of State Institution

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

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	BIDDER'S DISCLOSURE	**Page: 2 of 3**

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

YES		**NO**	

2.2.1 If so, furnish particulars:

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

YES		**NO**	

2.3.1 If so, furnish particulars:

3 DECLARATION

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

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

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

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

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

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

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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**	

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	
STAGE 1A: ADMINISTRATIVE COMPLIANCE	
STAGE 1B: DESK-TOP/ FUNCTIONALITY EVALUATION	(32 POIN
STAGE 2B: SOURCE OF SUPPLY - SITE VISIT EVALUATION	(45 POIN

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

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STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	90 Or 80
Preference Points (Specific Goals)	10 Or 20
TOTAL	100

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	10 Or 20

1.

Specific goal (1): Promotion of enterprises located in Gauteng Province	**POINTS ALLOCATED**
Valid copy of municipal account / Sworn Affidavit / lease agreement submitted must be in the name of enterprise/director/s. NB: Municipal account must not be older than 3 months	5 Or 10

2.

Specific goal (2): The promotion of buying of locally produced products	**POINTS ALLOCATED**
Confirmation letter from the manufacturer/distributor that the products are locally produced.	5 Or 10

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.**

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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**	**1st Quarter**	**2nd Quarter**	**3rd Quarter**	**4th Quarter**
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR GT/GDH/092/2024 THE APPOINTMENT OF SERVICE PROVIDER/S FOR SUPPLY AND DELIVERY OF GROCERIES AND TOILETRIES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS.

COVER PAGE

GAUTENG DEPARTMENT OF HEALTH INTERNAL SPECIFICATION: GROCERIES AND TOILETRIES

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Content

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

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

The Customer and Other Stakeholders

The Customer

Gauteng Department of Health (GDOH)

Stakeholders

Department of Health Institutions

General conditions

RFP Pack

General conditions are stipulated in the various conditions which make up the RFP pack.

Country of origin

Service Providers are encouraged to supply products that are produced in South Africa. Foreign products may only be acceptable if it is proven without doubt that the product(s) cannot be sourced within South Africa.

GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR GT/GDH/092/2024 THE APPOINTMENT OF SERVICE PROVIDER/S FOR SUPPLY AND DELIVERY OF GROCERIES AND TOILETRIES FOR GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR THE PERIOD OF THREE YEARS.

ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
COIDA:	Compensation of Injury and Diseases Act
DTI	Department of Trade and Industry
FEFO:	First Expiry First Out
FIFO:	First In First Out
GCC:	General Conditions of Contract
GDOH:	Gauteng Department of Health
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
HACCP:	Hazard Analysis Critical Control Points
MSDS:	Material Safety Data Sheets
NT:	National Treasury
PDP:	Professional Driving Permit
PPE:	Personal Protective Equipment
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standards
SBD:	Standard Bidding Documents
SCC:	Special Conditions of Contract
SOP:	Standard Operating Procedures
TCC:	Tax Clearance Certificate
UIF:	Unemployment Insurance Fund
VAT:	Value- Added Tax

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1. THE PURPOSE

Supply and delivery of groceries and toiletries to the Gauteng Department of Health for a period of 36 months.

2. PRODUCT REQUIREMENTS

In the supply and delivery of this commodity, the service provider must ensure that: -

- Quality products are supplied as indicated in this specification.
- Capacity and capability exist to supply products and quantities as indicated in the specification.
- Product supplied comply with the regulations on paragraph 3 of the Terms of Reference.
- There will be communication from the Gauteng Department of Health in advance and in writing should there be changes in the product information.
- The delivery schedule as stated by the End User must be strictly adhered to. The GDOH expects a product of the obligatory quality to be supplied in all instances.

3. APPLICABLE LAW, REGULATIONS AND NATIONAL STANDARDS

3.1. Acts

The product(s) offered shall in respect of all matters arising from the fulfilment of the contract comply with all applicable laws and regulations as amended that are applicable to the services. In this regard special reference is, *inter alia* made to the following acts and standards, which do not constitute an exhaustive list:

a) The Constitution of SA, Section 217
b) Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
c) Public Finance Management Act, 1999 (Act No. 1 of 1999)
d) Preferential Procurement Policy Framework, 2000 (Act no. 5 of 2000)
e) Preferential Procurement Regulations, 2022
f) Open Tender Framework, 2019
g) Gauteng Finance Management Supplementary Amendment Act, 2019 (Act 6 of 2019)
h) Regulation R.638: General hygiene requirements for food premises the transportation of food and related matters
i) Agricultural Product Standard Act,1990 (Act No 119 of 1990)
j) Labelling Regulations under Act, 1972 (Act 54 of 1972)
k) Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
l) Trade Metrology Act, 2014 (9 of 2014)
m) Genetically Modified Organisms Amendment Act, 2006 (No. 23 of 2006)
n) Foodstuffs, Cosmetics and Disinfectants Amendment Act, 2007 (Act No. 39 of 2007)
o) Compensation of Injury and Diseases Amendment Act, 1993 (130 of 1993)
p) Unemployment Insurance Act, 2001(Act 63 of 2001)
q) Protection of Personal Information Act, 2013 (Act 4 of 2013)

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3.2. Regulations

- Regulation related to fortification of certain foodstuff 7 April 2003 (R504)
- Regulation 638 of 22 June 2018. Regulations governing general hygiene requirements for food premises, the transport of food and related matters.

3.3. National standards

Where the bidder is not the manufacturer based on authorisation letter to distribute, must ensure product supplied shall comply with the following regulatory requirements as verified by South African Bureau of Standard for the duration of the contract: Manufacturers must comply with all regulatory requirements.

- ISO 9001:2015 / SANS 9001:2015 “Requirement for Quality Management Systems”
- ISO 14001:2015 / SANS 14001:2015 “Requirements for Environmental Management Systems”
- ISO 22000:2018 “Food Safety Management Systems – Requirements for any organisation in the food chain”
- ISO 10330:2017 / SANS 10330:2017 “Requirements for HACCP System”
- SANS 10133:2011 “The application of pesticides in food handling, food processing and catering establishments”
- SANS 10049: 2019 “Food Safety Management - Code of Practice Food hygiene management.

Note: **Should there be any newer version of any stated regulation or standard in this document; the newer version shall be applicable in practice until further notice. Failure to comply with the above regulations and national standards may lead to a contract being terminated.**

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: All the documents included in Section 1 must be read, completed, signed where applicable, and submitted. a) Fully completed and signed SBD 1: Invitation to Bid b) Fully completed and signed SBD 4: Bidders’ Disclosure c) If a bidder signs the SBD forms as the owner of the company, bidder must submit proof of ownership (CIPC/Shareholder certificate) or a signed authorization letter on the letter head authorizing the delegate to sign on behalf of the company.

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Part of Bid Submission	Required documents
	d) (Annexure A for Pricing Schedule) Bidders should quote for all the product items, bidders who do not quote for all items will be eliminated. e) Certificate of Acceptability in terms of Regulation 638 of 22 June 2018: Foodstuffs, Cosmetics and Disinfectants Act (54/1972): Regulations governing general hygiene requirements for food premises, the transport of food and related matters from the source of supply must be submitted. f) Bidders who are sourcing the products from another company, must submit valid letter/s of commitment (indicating that all products are available) from one or more Principal Company(s) formalising the agreement for supply including specific responsibilities and accountabilities between the two companies must be stated within the letter. (Letter/s must be on a letter head of the principal company, signed by both parties and with a contact person). g) Bidders who are sourcing a closed up, covered and insulated transport from another company, a letter of commitment from the Principal Company formalising the transportation agreement must be attached (Letter's must be on a letter head of the principal company, signed by both parties and with a contact person). OR h) Bidders that have their own closed up, covered and insulated transport: Registration documents of vehicle ownership must be attached (Registration documents of ownership indicating that the vehicle is registered in the company name or the director must be attached). The information regarding the availability of transport will be verified during source of supply visit. i) Bidders may select one or more of the listed Districts, if a bidder fails to select a preferred choice table 02 of the ToR, will not be considered for further evaluation. (Bidder to complete and submit terms of reference of this tender as proof) j) Tax Compliance 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. k) Copy of Central Supplier Database (CSD) Registration Summary Report Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number). l) Independently reviewed and signed Annual Financial Statements for the last two financial years are required. m) In a case of a new or a dormant entity, a signed letter from the bidder's accountant/director must be submitted as evidence indicating such.
Part 2	All the supporting documents and proof required for the Functional Evaluation: Bidders must submit required documents as per Table. 3

Part of Bid Submission	Required documents
Part 3	Section 2: Financial Proposal of the tender. Bidders must complete and submit the following: a) Fully completed and signed SBD 3.1 and Annexure A for the pricing schedule b) Fully completed and signed SBD 6.1 for the Preference Points claim form in terms of PPR 2022 and c) Bidder must submit certified copy of a valid lease agreement or Municipal bill or a valid copy of title deed in their name. d) Confirmation letter from the manufacturer/distributor that the products are locally produced.

5. PRODUCTS REQUIRED

- The supply and delivery of groceries and toiletries as per this specification ***(see Annexure A for product list)***
- All products delivered must comply to the statutory laws and regulatory requirements.
- Items purchased from suppliers that will be visited during evaluation may not be repackaged or re-worked in any way.

The schematic diagram below represents the official food fortification logo approved by the government.

FORTIFIED FOR BETTER HEALTH

If a food package carries this logo, it means it is fortified in line with the food fortification guidelines. Maize meal, white and brown bread flour and wheat should be fortified with the vitamins and minerals stipulated and display the food fortification logo.

Environmental Health Practitioners will monitor compliance of the food fortification.

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6. GENERAL REQUIREMENTS

6.1. Appearance requirements

All products should be free from:

- Foreign matter
- Foreign odours
- Damage by any disease
- Pathogenic micro-organisms

6.2. Packaging requirements

All product packaging shall be:

- Intact, clean, suitable and strong enough for packing and normal handling.
- All products delivered must adhere to the relevant regulations regarding packaging.
- Safe and not impart undesirable taste and / or odor to the products.
- Free from Arthropod infestation.
- Protect the product from deterioration.
- Food safety compliant.
- Unbroken and free from any leakage.
- Protect the contents from contamination and not impart any undesirable flavors.

6.3. Labelling of packaging materials:

- All products must have clear and legible identification and traceability which includes product name, class, size, sell-by-date, use-by date, production date, batch number, nutritional information, the address of the producer and other legislative requirements required by the Foodstuff, Cosmetics and Disinfectants Amendment Act, 2007 (Act No. 39 of 2007)
- All products delivered must adhere to the relevant regulations regarding labeling.
- Items must have mixing, and preparation instructions attached.

6.4. Transportation

- All products must be delivered before 15:00 on the date and place as specified by the end user on the Purchase Order or Delivery Schedule.
- Personnel hygiene and cleanliness must be strictly adhered to during delivery.
- All products shall be transported in covered, insulated vehicles constructed and equipped to protect the product adequately.
- Adequate precautions shall be taken to prevent the product from becoming physically damaged because of pressure or movement during transportation
- Consumable products must not be transported with non-consumable products to prevent cross-contamination.

- The vehicle must always be kept in a hygienic condition (cleaned and disinfected appropriately) and will be inspected by the end users for cleanliness from time to time.
- The transportation must adhere to the Regulations Governing General Hygiene Requirements for Food Premises and the Transport of Food Regulation.

6.5. Shelf Life

- Upon delivery, all products must have a minimum 6-month shelf-life before date of expiry.

7. QUALITY REQUIREMENTS

7.1. Food handler's training

- The service provider must ensure that all their employees are trained on:
  - General principles of health and communicable diseases.
  - Good hygiene practices, cleaning and sanitation procedures.
  - Personal safety.

7.2. Other requirements

- All training records must be kept.
- The service provider should monitor and keep records of pest control monthly services in the processing and storage areas.

8. ENVIRONMENTAL REQUIREMENTS

- All packaging material shall be environmentally friendly and recyclable.
- All the Products delivered must be of superior quality and workmanship and fit for the purpose intended for.
- Products must be used properly in accordance with a written instruction to the End user by the Service Provider.

9. PROJECT MANAGEMENT

- The service provider must have a dedicated person who will oversee and take full responsibility for managing and ensuring effective administration of the project.
- The dedicated person is expected to set up a team that would take ownership for order processing and customer communication, attend to customer complaints, corrective action, compile reports and give recommendations where necessary.
- The dedicated person must ensure that product delivery to the department (End-user) is according to the schedule with specified dates of delivery. Any anticipated deviations should be communicated to the end-user in advance.

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10. ENTITIES SPLIT PER DISTRICTS

- GDOH is divided into five (5) Districts, entities are clustered according to districts.
- Bidders will be considered for one (01) District which they MUST select as their primary District.
- Bidders may select any or more of the listed Districts as their secondary options, if a bidder fails to select a preferred choice on the below table provided, the bidder will not be considered for further evaluation.
- The respective Districts are indicated as follows:

Table 2: Five Districts

GAUTENG DEPARTMENT OF HEALTH DISTRICTS					
	EKURHULENI	JOHANNESBURG	TSHWANE	SEDIBENG	WEST RAND
Primary District					
Secondary District					

NB: Failure to select preferred district of choice as provided above will lead to a bid not considered for further evaluation.

11. EVALUATION METHODOLOGY

Evaluation of the bid will be conducted in two stages in accordance with the Preferential Procurement Regulations, 2022 issued in terms of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) and the Gauteng Department of Health Preferential Procurement Policy as follows:

STAGE ONE

The first stage will be the evaluation of the bids on **administrative compliance and desk-top (functionality) evaluation**. During this stage of evaluation bids that do not meet the minimum qualifying criteria for functionality will be disqualified from further evaluation.

STAGE TWO

The second stage will be an evaluation on **price and preference points** with either the 80/20 or 90/10 preference point system, where 20/10 points are allocated for specific goals and 80/90 points for price and **the source of supply - site visit evaluation**.

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STAGE 1A: ADMINISTRATIVE COMPLIANCE

Mandatory Administrative Documents:

- Completed and signed SBD 1: Invitation to bid
- Completed and signed SBD 4: Bidder's Disclosure
- (Annexure A for Pricing Schedule) Bidders should quote for all the product items, bidders who do not quote for all items will be eliminated
- Certificate of Acceptability in terms Regulation 638 of 22 June 2018: Foodstuffs, Cosmetics and Disinfectants Act (54/1972): Regulations governing general hygiene requirements for food premises, the transport of food and related matters from the source of supply must be submitted.
- Bidders who are sourcing the products from another company, must submit valid letter/s of commitment ***(indicating that all products are available)*** from one or more Principal Company(s) formalising the agreement for supply including specific responsibilities and accountabilities between the two companies must be stated within the letter. **(Letter/s must be on a letter head of the principal company, signed by both parties and with a contact person).**
- Bidders who are sourcing a closed up, covered and insulated transport from another company, a letter of commitment from the Principal Company formalising the transportation agreement must be attached **(Letter's must be on a letter head of the principal company, signed by both parties and with a contact person).**

OR

- Bidders that have their own closed up, covered and insulated transport: Registration documents of vehicle ownership must be attached **(Registration documents of ownership indicating that the vehicle is registered in the company name or the director must be attached). The information regarding the availability of transport will be verified during source of supply visit.**
- Bidders may select one or more of the listed Districts, if a bidder fails to select a preferred choice on Table 02 of the ToR, the bidder will not be considered for further evaluation. **(Bidder to complete and submit the terms of reference of this tender as proof)**

Note: Bidders that do not comply with the above requirements shall be eliminated and shall be regarded as non-responsive.

STAGE 1B: DESK-TOP/ FUNCTIONALITY EVALUATION (32 POINTS)

- This information will be used for evaluation prior to the source of supply site visit evaluation.
- Suppliers are required to include with the tender document all the information requested below:

Table 3: A total of 32 points is allocated for stage 1B and threshold = 22 points

Criterion	Comment on documentary evidence	Points
Selection criteria	**Provide a documented process used to store dry groceries to ensure that product/s conform to specification requirements** • No selection criteria provided **(0)** • Storage conditions including stock rotation principles **(6)**, and • Elaborate on how consumables and non-consumables products are stored. **(4)**	**10**
Order processing	**Provide a comprehensive ordering process with reference to the points below:** • No information provided **(0)** • Order received by fax/e-mail or fax to e-mail or internet **(2)** • Acknowledge **(1)** and prepare the order (verify with the customer and confirm delivery date) **(3)**, • Generate and produce proof of delivery **(1)** • Invoicing of goods delivered **(1)**	**8**
	Lead time for emergency orders from receipt of purchase order to delivery of goods • 3 days and more or no emergency lead time provided **(0)** • 2 days **(1)** • 1 day **(2)**	**2**
Company track record	**Proof of similar work done by the organization should be attached (Non- perishable food)** • No reference/award letter or purchase order attached **(0)** • 1 Reference that correlates with the award letter (on a letter head of the client, signed and with a contact person) **or** a purchase order on clients letter head with contact details **(1)** • 2 Reference that correlates with the award letter (on a letter head of the client, signed and with a contact person) **or** 2 purchase orders on clients letter head with contact details **(2)**	**2**

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Proof of Transport availability/ ownership and /or outsourcing to deliver products (insulated vehicle)	Bidder to submit a Natis certificate for each vehicle as proof of ownership. **or** A lease agreement/ letter of agreement signed by both parties and stating the number of leased vehicles and duration of the lease. a) 0 vehicles with no COAs **(0 points)** b) 1 vehicle with COA **(5 points)** c) 2 or more vehicles with two COAs **(10 points)** **The bidder must submit compliance certificate/s for the vehicle with (Regulation Certificate of Acceptability R638: General hygiene requirements for food premise\s and the transportation of food)**	**10**
TOTAL POINTS = 32 (Bidders scoring less than 22 points on the desktop / functionality evaluation will not be considered for further evaluation)		

STAGE 2: EVALUATIONS FOR PRICE AND PREFERENCE POINTS AND SITE VISIT (SOURCE OF SUPPLY)

STAGE 2A: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all the previous stages (Stage 1A, and 1B) of evaluation will be considered for the Price and Preference Point System evaluation.

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

Bidders must complete and submit the following:

- Annexure A for pricing schedule
- SBD 3.1 Pricing Schedule (Goods Purchases)
- SBD 3.2: Price Schedule - Non-Firm Prices
- SBD 6.1 for the Preference Points Claim Form in terms of the PPR 2022.

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Price and preference point allocation will be distributed as follows:

TABLE 4: Preference point allocation

Preference points and specific goal system	Points
PRICE	80 or 90
SPECIFIC GOALS	20 or 10
TOTAL POINTS	**100**

Table 5: Specific Goals - The maximum points for this tender are allocated as follows.

The specific goals allocated points in terms of this tender	Number of points allocated	Number of points allocated.	Documentary Proof Required
Specific goal (1): Promotion of enterprises located in Gauteng Province	**10**	**5**	• Valid copy of municipal account / Sworn Affidavit / lease agreement submitted must be in the name of enterprise/director/s. **NB: Municipal account must not be older than 3 months**
Specific goal (2): The promotion of buying of locally produced products	**10**	**5**	• Confirmation letter from the manufacturer/distributor that the products are locally produced.
TOTAL FOR SPECIFIC GOALS	**20**	**10**	

Failure by the bidder not to submit proof or documentation required in terms of this tender will forfeit preference points claim for specific goals.

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: SOURCE OF SUPPLY - SITE VISIT EVALUATION

Only bidders that have complied with price and preference point (specific goals) evaluation will be considered for Stage 2B, the source of supply evaluation.

Table 4: A total of 45 points is allocated for Stage 2B (source of supply) and threshold is 31

SOURCE OF SUPPLY		
Criterion	**Comments on documentary evidence**	**Points**
Human Resource Management	**Is the staff competent to do the work based on education, training?** • No documented records of training in place **(0)** • Standard operating procedure (SOP), **(1)** • Yearly training schedule/plan **(1)** • Attendance registers with manual for internal training **(1)** • Certificates or assessment records **(1)**	**4**
Regulatory compliance	**COIDA And UIF Letters Confirming Registration** • No documents in place COIDA & UIF **(0)** • COIDA **(1)** • UIF **(1)**	**2**
Personal hygiene	**Does the organization have a documented personal hygiene policy?** • No personal hygiene policy in place **(0)** • Personal hygiene policy signed by management and proof that the policy was communicated to all staff members **(1)** • Daily checklists to assess if staff comply to personal hygiene policy. **(1)**	**4**
	Personal appearance • No personnel protective clothing (PPE) worn by all staff working in the visited food chain **(0)** • All personnel protective clothing (PPE) should be available and worn by all staff working in the visited food chain: (gloves, disposable caps, sleeve protectors, jackets, aprons and footwear must be clean and in good condition) **(2)**	
Purchasing process	**Purchasing process (to ensure products comply to food safety management)** • No procedures **(0)** • Policy or SOP on purchasing process available **(1)** • Supplier evaluation form **(1)** • Selection criteria **(2)** • Approved supplier list **(2)**	**6**

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Identification and Traceability system	**Clear demonstration including documentation on how product will be identified and traced;** • No identification and traceability system in place **(0)** • Documented Standard Operating Procedure (SOP) for Identification and Traceability system available **(2)** • Documented evidence with correlating information from the main source of supply (records of product batches as on the invoice from the supplier and the packaging on the product) available **(2)**	**4**
Receiving and dispatch	**Receiving and dispatch of products process:** **Receiving:** • No records for receiving of products from approved suppliers **(0)** • Standard Operating Procedure (SOP) for product receiving in place **(1)** • Validate products (packaging for any damages & expiry dates) against the received-purchase order and signed acceptance of stock documents (all the above must be available) **(2)** **Dispatch:** • No records for dispatch of products **(0)** • Standard Operating Procedure (SOP) for dispatch in place **(1)** • Order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed, and stock is loaded and dispatched) **(all the above should be available) (2)** **Transport observation (2)** • If the bidder has their own transport, the bidder must present the transport during the source of supply evaluation. The transport must meet the requirements for the transportation of food (a closed up, covered, insulated, clean and with COA) as per Regulation 638 of 22 June 2018: Regulations Governing General Hygiene requirements for food premises, the transport of food and related matters). Or • If the bidder uses their source of supply or third party for transportation as per the letter of agreement, the compliance of transport will be done at the site visit of the third party / source of supply. The transport must meet the requirements for the transportation of food (a closed up/ covered/ insulated, clean and with COA) as per Regulation 638 of 22 June 2018: Regulations Governing General Hygiene Requirements for Food Premises, the transport of food and related matters**.**	**8**

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Housekeeping	**Organization should have a Pest Control Programme in place.** • No programme in place **(0)** • Documented Standard Operating Procedure **(1)** • Registered pest control contractor & COIDA certificate (all information should be available on the hard copy file), Method of application & frequency, Pesticides used should be approved & Material Safety Data Sheets (MSDS), map of baiting station **(all the above should be available) (4)** • Valid certificates of pest controllers registered from GDARD, monthly service records, corrective action where necessary and no evidence of pests (all of the above should be available) **(2)** **Organization should have Cleaning Programme in place.** • No cleaning programme in place **(0)** • Documented Standard Operating Procedure (SOP) /cleaning programme (Method of cleaning & cleaning frequency, equipment used, chemicals used and MSDS should be all documented **(1)** • Daily/ weekly cleaning checklist **(2)**	**10**

Storage conditions	**Storage** • No storage **(0)** • No records of storage conditions in place **(0)** • Segregation of food products (conforming and non-conforming) **(2)** • All products stored are on pallets & labelled and stock rotation principles are demonstrated (FIFO and or FEFO) **(2)**	**4**
Packaging and labelling	**All products should be packaged & labelled as per standards, Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)** • Check if all products available at the source of supply adhere to Act 54 of 1972. (Name and address of the manufacturer, name of the product, special storage conditions, class designation, production date, best before date/use by date/sell by date, weight and batch identification (Clear labelling) **(3)**	**3**
TOTAL POINTS = 45 (Bidders scoring less than 31 points during this stage shall not be considered for award)		

NOTE: Documented proof of the above must be submitted by the source of supply upon request by the GDOH during the site visit.

Only bidders that have met the minimum threshold requirements will be considered after the successful price negotiations.

12. Contract management

a) GDOH reserves a right to allocate another groceries and toiletries contracted supplier to be utilised within the contract when a supplier fails to honour their contractual obligations. The appointment will be done according to the following criteria;
   i. The Proximity of the supplier to the cluster
   ii. The ability of the supplier to deliver the goods (supplier performance)
b) To cancel or amend the requirements of this contract at any point during the life cycle of the contract.
c) Section 38(1) (f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GDOH Electronic Invoice Submission and Tracking.
d) Awarded suppliers are expected to adhere to the source of supply that is evaluated on site visit. Should a need arise to change a source of supply, a written request and a notice of 30 days must be complied with and approval must be granted by GDOH.
e) Urgent orders: Bidders should consider that as and when a need arises during the contract, urgent orders may occur where products will be ordered within 24hrs by an Institution.

13. 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 organization without the prior written approval of the other party.

14. 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.

15. TRAVEL

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

16. 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.

17. URGENT ORDERS

Bidders should consider that as and when a need arises during the contract, urgent orders may occur where products will be ordered within 24hrs by an Institution.

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18. THE CONDITIONS OF THE BID AWARD

a) The Gauteng Department of Health reserves the right not to award or to cancel this tender at any time and shall not be bound to accept the lowest or any bid.
b) The Gauteng Department of Health reserves the right to award the bid/s per each of the five Gauteng Department of Health Districts, namely Johannesburg, West Rand, Ekurhuleni, Sedibeng, and Tshwane.
c) The Gauteng Department of Health reserves a right where necessary to award one bidder to more than one District to enhance service continuation.
d) The Gauteng Department of Health reserves a right to award multiple bidders per district (Tshwane maximum of 4, Johannesburg maximum of 4, Ekurhuleni maximum of 2, Sedibeng maximum of 1 and West Rand a maximum of 2).
e) Should no bidders be selecting any of the District/s, GDoH reserves the right to allocate qualifying bidders to the District/s they have not selected.
f) The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted range.
g) The successful bidder must be tax-compliant at the awarding of the tender.
h) Bidders must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).
i) The Gauteng Department of Health reserves the right to accept part of the tender rather than the whole tender.
j) Bidders are required to register with the National Treasury Central Supplier Database
k) The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
l) In the case where the bidder requires to change the source of supply, the bidder must inform the department in writing.
   i. The Gauteng department of Health reserves the right to conduct site visit and evaluate the bidder's new source of supply and implement the criteria as stated on ToR.
   ii. The Gauteng department of health reserves the right to accept or reject the change in the source of supply.

19. DELIVERIES

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

20. DELIVERY PERIOD

a) Successful bidders must adhere strictly to the agreed delivery periods in respect of items awarded to them in accordance with the signed contract and the special conditions and requirements of the contract.
b) Should the successful bidder fail to adhere strictly to the agreed delivery periods, the Gauteng Department of Health reserves the right, without notice, to purchase similar supplies from another supplier.
c) The bidder shall bear any adverse difference in price of the said supplies or services and these amounts plus any other damages, which may be suffered by the Department shall be paid by the bidder to the Department immediately on demand, or the Department may deduct such amounts from moneys (if any) otherwise payable to the bidder in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amount due to him;

Or

if the bidder 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.

21. FRONTING

a) 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.
b) The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
c) Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
d) 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.

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22. 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.

23. VALIDITY PERIOD

After receipt of the bids and the closing of the tender, the Bid Evaluation Committee of the Gauteng Department of Health shall evaluate all the bids within the validity period of 120 days during which the tender shall be held valid. Each bid will be evaluated and compared to all the other bids.

24. CONTRACT PERIOD

The contract shall be for a period of 3 (three) years.

25. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

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

26. THIRD PARTIES

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

27. POST AWARD REPORTING

Historical Data:
All successful bidders may be required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:
Gauteng Department of Health, Directorate: Acquisition and Contract Management.

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28. TECHNICAL REQUIREMENTS

The service provider shall ensure that employees are educated and trained regarding:

a) General principles of health and communicable diseases
b) General principles of personal hygiene and food handling practices.
c) Customer services.
d) Good Agricultural Practices (GAP) & Good Handling Practices

29. PRICE SCHEDULE

a) Bidders are required to complete all the mandatory response fields in the pricing schedules (separate attached excel sheet format as Annexure A for the goods, as follows:
   i. The technical specification as per the pricing schedule (attached as separate attached excel sheet format as Annexure A) is a summary description and the detailed technical specification of all the items is incorporated in the terms of reference).
   ii. Specifications provided on Annexure-A, where (Yes indicates compliance to specification, No indicates non-compliance). A bidder with a non-compliant specification will not be evaluated for that specific item.
   iii. Bidders are required to offer prices of all the goods, transport, optional extras as required in the terms of reference and the Pricing Schedule Annexure A.
   iv. Non-compliance with this condition shall invalidate the bid.

30. TECHNICAL ENQUIRIES

All technical queries must be emailed to: Ms. Nomonde Tanase Nomonde.Tanase@gauteng.gov.za	For Supply Chain queries must be emailed to: Mr. Thulani Myaka Thulani.Myaka@gauteng.gov.za

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	Financial Statements	Page 1 of 1

Submission of Financial Statements

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

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

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

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

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

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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