


| | | | | | | | | | | |
|---|----------|---|----------|--|-----------------------------------|--------------------|-------------|--|----------|--|
|  GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA | | <h1 style="text-align: center;">Provincial Supply Chain Management</h1> | | | | | | | | |
| | | Request for Proposal | | | | Page 1 of 3 | | | | |
| RFP NUMBER | | | | | | | | | | |
| RFP DESCRIPTION | | | | | | | | | | |
| CUSTOMER DEPARTMENT | | | | | | | | | | |
| CUSTOMER INSTITUTION | | | | | | | | | | |
| BRIEFING SESSION | Y | | N | | SESSION COMPULSORY | | Y | | N | |
| | | | | | SESSION HIGHLY RECOMMENDED | | Y | | N | |
| BRIEFING VENUE | | | | | DATE | | TIME | | | |
| COMPULSORY SITE INSPECTION | Y | | N | | DATE | | TIME | | | |
| INSPECTION ADDRESS | | | | | | | | | | |
| TERM AGREEMENT CALLED FOR? | Y | | N | | TERM DURATION | | | | | |
| CLOSING DATE | | | | | CLOSING TIME | | | | | |
| TENDER BOX LOCATION | | | | | | | | | | |
| GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01. | | | | | | | | | | |

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- 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.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, 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 RFP 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 RFP Pack consists of two parts namely, 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 at 75 Fox Street from 10:00-13:00.



Provincial Supply Chain Management

Request for Proposal
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| SUPPLIER INFORMATION | | | | | |
|---|--|--|--|------|--|
| COMPANY NAME | | | | | |
| 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: | | CENTRAL SUPPLIER DATABASE No: | MAAA | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09] |

| | | | |
|--|--|-------------|--|
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



Provincial Supply Chain Management

Request for Proposal
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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

| | |
|-------------------------|--|
| DEPARTMENT | |
| CONTACT PERSON | |
| TELEPHONE NUMBER | |
| FACSIMILE | |
| E-MAIL ADDRESS | |

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

| | |
|-------------------------|--|
| DEPARTMENT | |
| CONTACT PERSON | |
| TELEPHONE NUMBER | |
| FACSIMILIE | |
| E-MAIL ADDRESS | |

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

| | | | | | | | | | | | | | | |
|-----------------------|----------|--|----------|--|------------------------|----------|--|----------|--|-------------------------|----------|--|----------|--|
| SERVICE BASED | Y | | N | | TERM BASED TYPE | Y | | N | | VALUE BASED TYPE | Y | | N | |
| VALUE BASED | Y | | N | | | | | | | | | | | |
| QUANTITY BASED | Y | | N | | | | | | | | | | | |
| TERM BASED | Y | | N | | | | | | | | | | | |



Provincial Supply Chain Management

RFP Point System
Page 1 of 1

| | | | |
|------------------------|--|---------------------|--|
| RFP NUMBER | | CLOSING DATE | |
| VALIDITY OF RFP | | CLOSING TIME | |

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) 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 RFP 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 RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP 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 forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price 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 RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (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 RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP 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 Pre-qualification 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 Pre-qualification 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 RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP 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



Provincial Supply Chain Management

Instructions to Bidders


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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 (refer to RFP 05 in this regard), 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 (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP 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 RFP 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 RFP 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 (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury 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 RFP) – 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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|  <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p> | <h1>Provincial Supply Chain Management</h1> | |
| <h2>Bidder's Disclosure</h2> | <h2>Page 1 of 3</h2> | |

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 interest¹ 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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|  GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1> | |
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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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 consortium² 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.
- 3.4 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.

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.
 Filename: RFP4GPT (SBD4)

| | | |
|--|---|--------------------|
|  GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1> | |
| | Bidder's Disclosure | Page 3 of 3 |

3.5 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.

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

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

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

| | | | |
|------------------|--|-----------------------|--|
| Signature | | Date | |
| Position | | Name of Bidder | |



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management


Special Conditions

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| | |
|-----------------------------|--|
| RFP NUMBER | |
| RFP DESCRIPTION | |
| CUSTOMER DEPARTMENT | |
| CUSTOMER INSTITUTION | |

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

| | | |
|----------------|---|---------------------------------|
| Samples | SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder. | Bidders Briefing Session |
|----------------|---|---------------------------------|

| | | |
|---|---|-------------|
|  <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p> | Provincial Supply Chain Management | |
| | Special Conditions | Page 2 of 3 |

EVALUATION METHODOLOGY

Bidders must complete all compulsory documents as required and attach them to their tender document, failing which the bid 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 | Points |
|----------------------------|--------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | |

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be eliminated from further evaluation


Stage 2

| Criteria for Price and B-BBEE Status | Points |
|--------------------------------------|------------|
| Bid Price | 80 |
| Preference Points | 20 |
| TOTAL | 100 |

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1), Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-

- Stage Two-

| | | |
|---|---|--------------------|
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SUPPLIER JOB CREATION ANALYSIS

| | | | |
|--------------|--|-----------|--|
| Company Name | | Date Est. | |
|--------------|--|-----------|--|

| | 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 supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

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

=====

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

| | | |
|---|--|----------------------|
|  GAUTENG PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA | Provincial Supply Chain Management | |
| | Specification for supply and delivery of groceries and toiletries | Page: 1 of 18 |

COVER PAGE**GAUTENG DEPARTMENT OF HEALTH INTERNAL SPECIFICATION: GROCERIES AND TOILETRIES****Copyright**

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Indemnity

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

Content


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

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

| | | |
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|  <p>GAUTENG PROVINCE HEALTH REPUBLIC OF SOUTH AFRICA</p> | Provincial Supply Chain Management | |
| | Specification for supply and delivery of groceries and toiletries | Page: 3 of 18 |

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 requirements of the specification.
- There is communication with 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 shall be strictly adhered to. The GDoH and the relevant End Users (Health Departments) expect a product of the obligatory quality to be supplied in all instances.

3. The Customer and Other Stakeholders

3.1 The Customer

Gauteng Department of Health (GDoH)

3.2 Stakeholders

- Department of Health


4. General conditions

4.1 RFP Pack

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

4.2 Country of origin

Service Providers are encouraged to supply products that are produced in South Africa.

| | | |
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5. Applicable law, Regulations and National Standards


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 from time to time. In this regard special reference is, *inter alia* made to the following acts and standards, which do not constitute an exhaustive list:

- Agricultural Product Standards Act, 1990 (Act No. 119 of 1990)
- Foodstuffs, Cosmetics and Disinfectants Amendment Act, 1972 (Act 54 of 1972) as amended
- Trade and Metrology Act, 1973 (Act No. 77 of 1973)
- National Regulator for Compulsory Specifications Act (Act No. 5 of 2008), as amended through Legal Metrology Act (Act No. 9 of 2014)
- Regulations relating to the fortification of certain foodstuffs (No. R. 504 of 2003)
- R638 Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters
- Regulations relating to the grading, packing and marking of wheat products intended for sale in the Republic of South Africa as amended
- Regulations relating to milk and dairy products as amended
- The Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended
- Protection of Personal Information Act, 2013 (Act No. 4 of 2013) as amended
- Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement
- Policy Framework Act, 2000 (Act No 5 of 2000)
- Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No.16 of 1963)
- Public Finance Management Act, 1999 (Act No. 1 of 1999)
- The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)

5.1 National standards

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

- **SANS 1798: 2021 Bottled tomato sauce** (specifies requirements for the manufacture, production, processing and treatment of bottled tomato sauce)
- **SANS 449:2019 The manufacture of soft drinks and soft drink concentrates** (specifies the description, treatment, testing, bottling, packaging and labelling of soft drinks and soft drink concentrates and the requirements for production facilities and employees)
- **SANS 587:2020 Canned fish, canned marine molluscs and canned crustaceans, and products derived therefrom** (covers the manufacture, production, processing, and treatment of canned fish, canned fish products, canned marine molluscs, canned marine mollusc products, canned crustaceans and canned crustacean products)
- **SANS 638:2021 Food grade salt** (specifies requirements for food grade salt, both for direct sale to the consumer and for use in food manufacturing)


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- **SANS 1145:2007 Castor and icing sugars for household and confectionery use** (specifies the requirements for castor and icing sugars for household and confectionery use)
- **SANS 1875:2007 Edible oils** (covers refined edible oils derived from oil seeds and oil-bearing fruit. The oils are suitable for use as cooking oils and salad oils)
- **SANS 1642:2021 Bakers compressed yeast** (Specifies the requirements for edible compressed yeast that is intended for use in baking.
- **CKS 138:2009 Custard powder** (covers custard powder)
- **CKS 290:2008 Soup powder and gravy powder** (covers physical, chemical and microbiological requirements for two types of soup powder and physical and microbiological requirements for gravy powder (thickener).
- **CKS 339:2009 Peanut butter** (covers two types of peanut butter: smooth textured and crunchy textured)
- **CKS 618:2009 Worcestershire sauce** (covers physical, chemical and microbiological requirements for Worcestershire sauce, and requirements for its packing)
- **CKS 630:2009 Mayonnaise, salad cream and salad dressing** (Covers physical, chemical and microbiological requirements for mayonnaise, salad cream and salad dressing, as well as requirements for their packing)
- **CKS 633:2008 Textured soya protein foodstuffs** (covers physical, chemical and microbiological requirements for three types of textured soya protein foodstuffs. Type 1 and type 2 are for addition to meat as meat extenders and are not intended to be served solely in their reconstituted form)
- **SANS 9001:2015/ ISO 9001:2015 Quality Management Systems -Requirements**
- **SANS 10049: 2019 Food Safety Management** (Contains the requirements for the development, establishment, implementation, maintenance and continual improvement of prerequisite programmes (PRPs) for food safety management for all food handling organizations and activities)
- **SANS 22000:2019 Food Safety Management Systems** – specifies requirements for food safety management system for any organisation in the food chain”
- **SANS 10133:2011The application of pesticides in food handling, food processing and catering establishments** (covers methods for the safe application of pesticides registered as suitable for use in food-handling, food-processing and catering establishments by registered pest control operators.)

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.

6. Products Required

- The supply and delivery of groceries and toiletries as per this specification
- 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.

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SPECIAL CONDITIONS OF FORTIFIED PRODUCTS

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



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 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.

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 to the contents

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6.3. Labelling of packaging materials:

- All products shall 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 shall be delivered before 15:00 on the date and place as specified by the end user on the Purchase Order.
- Personnel hygiene and cleanliness should also 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
- Products shall not be transported with other products that can contaminate or impair the products
- The vehicle shall always be kept in a hygienic condition {cleaned and disinfected appropriately} and the vehicle will be inspected by the end users for cleanliness from time to time.
- The transportation shall 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 and pest control


- The service provider shall ensure that employees work in hygienic areas and are trained regarding:
 - General principles of health and communicable diseases.
 - Good hygiene practices, cleaning and sanitation procedures.
 - Personal safety.

Other requirements

- All training records must be kept.
- The service provider should monitor and control pests in the processing and storage areas.

8. Environmental requirements

- All packaging material shall be environmentally friendly and recyclable.

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- All the Products delivered shall be of superior quality and workmanship and fit for the purpose for which they are intended, and, when used properly in accordance with a written instruction to the End user by the Service Provider, will not present an environmental, health or safety risk.

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.

10. Schedule Constraints

Delivery shall be mutually agreed between service provider and the institutions concerned. The schedule may include weekends and holidays which must be considered by the vendor to prevent unnecessary delays or non-deliveries.

All schedules provided are to be strictly adhered to as this is part of their nutritional planning and in most cases would not have alternative replacements for the items requested. All delivery deviations from the delivery schedule must be communicated to the GDOH and End User in advance.

11. Evaluation Methodology


Evaluation of the bid will be conducted in two stages in accordance with the Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

STAGE ONE

The first stage will be the evaluation of the bids on **pre-qualification criteria, local production and content, administrative compliance, desk-top evaluation and site visit evaluation.**

STAGE TWO

The second stage of evaluation will be the 80/20 preference point system, where 20 points are allocated for preference and 80 points for price.

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STAGE 1A: PRE-QUALIFICATION CRITERIA

In terms of Section 4(1) of the Preferential Procurement Regulations, 2017, the Gauteng Provincial Treasury has decided to apply pre-qualifying criteria to advance certain designated groups. This tender is therefore advertised with a specific tendering condition that the following tenderers may respond:

4 (1) (a) A tenderer having a stipulated minimum BBBEE status Level of Contributor 1: and


4(1) (b) An EME (Exempted Micro Enterprise) or a QSE (Qualifying Small Enterprise);

- **An EME** is required to submit an original Sworn Affidavit or certified copy of a sworn affidavit (**The certification date stamp must not be older than 3 months**) or a valid CIPC BBBEE certificate confirming its annual total revenue of R10 million or less and indicating level of black ownership. The **Sworn Affidavit** must be signed by the EME representative and attested by a commissioner of oaths.
- **A QSE** is required to submit an original Sworn Affidavit or certified copy of a Sworn affidavit confirming its annual total revenue of between R10 million and R50 million and indicating B-BBEE Level Contributor (The **Sworn Affidavit** must be signed by the QSE representative and attested to by a commissioner of oaths). QSE that are less than 51% black owned must submit a **valid original BBBEE Level Contributor Certificate or a certified copy of a valid BBBEE level Contributor certificate is required to be submitted from a SANAS accredited agency. The certification date stamp on all certified copies submitted must not be older than 3 months.**

VERIFICATION OF B-BBEE STATUS LEVEL CERTIFICATES

- These B-BBEE certificates are identifiable by a SANAS logo and a unique BVA number.
 - i. Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies.
 - ii. The relevant BVA may be contacted to confirm whether such a certificate is valid.
 - iii. As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - The name and physical location of the measured entity;
 - The registration number and, where applicable, the VAT number of the measured entity;
 - The date of issue and date of expiry;
 - The certificate number for identification and reference;
 - The scorecard that was used (for example QSE, Specialized or Generic);
 - The name and / or logo of the Verification Agency;
 - The SANAS logo;
 - The certificate must be signed by the authorized person from the Verification Agency; and The B-BBEE Status Level of Contribution obtained by the measured entity.

A TENDERER THAT FAILS TO MEET ANY PREQUALIFYING CRITERIA STIPULATED IN THE TENDER DOCUMENTS IS AN UNACCEPTABLE TENDER AND THEREFORE THE TENDER WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

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STAGE: 1B: LOCAL PRODUCTION AND CONTENT

In terms of the Preferential Procurement Regulations, 2017, par. (8)(2) An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only local produced goods or locally manufacture goods, meeting the stipulated minimum threshold for local production and content, will be considered.


The stipulated minimum threshold percentage for local production and content for the Canned or Processed Vegetable sector is **80%**. Non-compliance will result in bidder/s being disqualified and eliminated from the evaluation process.

To give effect to the local production and content requirements, below is the table of designated products with a minimum threshold to comply with.

TABLE 4 CANNED/PROCESSED VEGETABLES

| Number | Description | Minimum threshold for local content |
|--|-----------------------------|-------------------------------------|
| 1. 110 Beans kidney, dried, 10kg 2. 11 Beans kidney, dried, 2kg 3. 12 Beans kidney, dried, 10kg 4. 13 Beans sugar, dried, 2kg plastic bag 5. 14 Beans sugar, dried, 500g plastic bag 6. 15 Beans, baked, canned, in tomato sauce, choice grade, 410g 7. 16 Beans, baked, canned, in tomato sauce, choice grade, A10 8. 17 Beans, green, canned, A10, tin 9. 19 Beetroot, sliced, with vinegar, A10 10. 229 Mushrooms, canned, whole, choice grade, A10) 11. 285 Potato, mash, instant, finely ground, 2kg tin 12. 286 Potato, mash, finely ground, 4kg box, "Raps 956" (equal or better) 13. 289 Puree, tomato, canned, choice grade, 3.0kg, no salt or colourants 14. 290 Puree, tomato, canned, choice grade, 410g, no salt or colourants 15. 291 Puree, tomato, canned, choice grade, 420g, no salt or colourants 16. 292 Puree, tomato, canned, choice grade, A10, no salt or colourants 17. 321 Sauce tomato, 4.5l, bottle 18. 322 Sauce tomato, 5l, bottle containing at least 8% minimum soluble tomato solids by mass 19. 323 Sauce tomato, 750ml, bottle containing at least 8% minimum soluble tomato solids by mass 20. 324 Sauce tomato, 8g, sachet containing at least 8% minimum soluble tomato solids by mass 21. 328 Sauce, chilli, tomato & onion, 2l, plastic container, "SHEBO" (equal or better) 22. 429 Sweetcorn, creamed, canned, 410g 23. 430 Sweetcorn, whole, canned, A10 24. 452 Tomato and onion, pulp, canned, A10 25. 453 Tomato, whole, canned, choice grade, A10 26. 459 Vegetable, mixed, canned, choice grade, 410g 27. 460 Vegetable, mixed, canned, choice grade, A10. | Canned/Processed Vegetables | 80% |

Valid, duly and fully completed and signed Standard Bidding Document (SBD) 6.2 with Annexure C must be submitted together with the bid.

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Or

Valid, duly and fully completed and signed Standard Bidding Document (SBD) 6.2 with Annexure C and with an exemption letter from the Department of Trade Industry and Competition (the dtic) must be submitted with the bid if the raw material or input to be used for a specific item is not available locally, bidders should obtain exemption letter /written authorisation from the dtic should there be a need to import such raw material or input.

For further information, bidders may contact the B-BBEE unit within the Gauteng Department of Economic Development at telephone 011 355 8115 or email: Dumisani.chauke@gauteng.gov.za.

STAGE 1C: ADMINISTRATIVE COMPLIANCE (Faded copies will not be acceptable)

Mandatory Documents:

- Complete and sign all SBD Forms
- The SBD 6.2 and the Annexure C
- 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. **(Please do not submit faded copies)**
- Bidders should quote for all the items, bidders who do not quote for all items will be eliminated.
- The bidder must bid for **1 DISTRICT**, if the bidder bids for more than 1 district that bid will be disqualified **(bidders must indicate with an X (PAGE 18) for the district that they are bidding for)**.
- Bidders who are sourcing the products from another company, should submit valid letter/s of commitment **(indicating that all products are available)** from one or more Principal Company(s). **(Letter/s must be on a letter head of the principal company, signed by both parties and with a contact person)**.
- For 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 should 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 on site visit as per letter of agreement, should the transport not be found or does not meet the requirement the bidder will be eliminated).

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

Required Documents

The documents mentioned below are required to be submitted in order to finalize the evaluation and award of the bids.

- Bidders are required to submit their unique Tax Compliance Status pin issued by SARS to enable the Organ of State to review the Taxpayer's profile and Tax Status.
- Registration in the Central Supplier Database is compulsory. Central Supplier Database summary report (CSD) or CSD number should be submitted.

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

STAGE 1D: DESK-TOP EVALUATION (22 POINTS)

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

A total of 22 points is allocated for stage 1D and threshold = 13 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 <ul style="list-style-type: none"> • No selection criteria provided (0) • Storage conditions including stock rotation principles (6), and • Product specification (4) | 10 |
| Order processing | Provide a comprehensive ordering process with reference to the points below: <ul style="list-style-type: none"> • No information provided (0) • Order received by fax/e-mail or fax to e-mail or internet (2) • Acknowledge (1) and prepare the order (3) (verify with the customer and confirm delivery date), • 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 <ul style="list-style-type: none"> • 3 days and more or no emergency lead time provided (0) • 2 days (1) • 1 day (2) | 2 |
| Company experience | Proof of similar work done by the organization should be attached (Non-perishable food) <ul style="list-style-type: none"> • No company experience attached (0) • 1 Reference 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 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 |
| TOTAL POINTS = 22 (Bidders scoring less than 13 points on the desk top evaluation will not be considered for further evaluation) | | |


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STAGE 1E: OFFICE SITE VISIT EVALUATION

- IF THE BIDDER USES THEIR OWN TRANSPORT, THE TRANSPORT MUST BE PRESENT ON OFFICE SITE VISIT.
- IF THE BIDDER USES A SOURCE OF SUPPLY OR THIRD PARTY FOR TRANSPORT AS PER THE LETTER OF AGREEMENT, THE EVALUATION OF TRANSPORT WILL BE DONE AT THE SITE VISIT OF THE THIRD PARTY / SOURCE OF SUPPLY. SHOULD THE TRANSPORT NOT MEET THE REQUIREMENTS FOR THE TRANSPORTATION OF FOOD (A CLOSED UP/ COVERED/ INSULATED AND CLEAN AS PER REGULATION 638 OF 22 JUNE 2018: REGULATIONS GOVERNING GENERAL HYGIENE REQUIREMENTS FOR FOOD PREMISES, THE TRANSPORT OF FOOD AND RELATED MATTERS. THE BIDDER WILL BE ELIMINATED. OR
- IF IT IS PRESENT BUT DOES NOT COMPLY WITH REQUIREMENTS (A CLOSED UP/ COVERED/ INSULATED AND CLEAN AS PER REGULATION 638 OF 22 JUNE 2018: REGULATIONS GOVERNING GENERAL HYGIENE REQUIREMENTS FOR FOOD PREMISES, THE TRANSPORT OF FOOD AND RELATED MATTERS) THE BIDDER WILL BE ELIMINATED

A total of 21 points is allocated for stage 1E (Office) and threshold is 13 points

| OFFICE | | |
|---------------------------------|---|----------|
| Criterion | Comments on documentary evidence | Points |
| Human resource management | Staff compliment: <ul style="list-style-type: none"> • No information on staff provided (0) • No staff, but have a database of people ready for employment (2) or • Have staff including their job description in place and contract of employment signed by employer and employee (4) and • Valid UIF certificate for permanent employees (1) | 5 |
| Identification and traceability | Products should be traceable and identifiable back to the manufacturer <ul style="list-style-type: none"> • No traceability and identification system in place (0) • Explanation of how product will be identified and traced (1) • Identification and traceability policy (2) • Purchase order (order number, product description, quantity, delivery date) (1) • Delivery note /invoice from manufacturer (batch number, order number, product description, quantity) (1) delivery invoice from the distributor (batch number, order number, product description, quantity) (1) | 6 |
| Customer service | Effective means of communicating with the end user (Order handling, amendments or any enquiries) <ul style="list-style-type: none"> • No Means of communication (0) • Bidder has communication tools (telephone, cellular phone and e-mail, without a dedicated person) (1) or • Bidder has communication tools (telephone, cellular phone, facsimile/fax to e-mail, internet or e-mail) with a dedicated person (2) | 2 |

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| | Measures in place to ensure customer satisfaction are met? <ul style="list-style-type: none"> No customer satisfaction measure in place (0) Explanation on how customer satisfaction will be implemented (monthly or weekly meetings or customer survey questionnaire) (1) Meeting attendance with the customer and records of minutes including attendance register must be presented as proof (1) Records of regular customer survey questionnaire completed, signed by the customer (2) | 4 |
| | Customer complaints procedures should be available and documented. Has the organization developed & implemented a corrective & preventive action procedure? <ul style="list-style-type: none"> No documents for customer complaint handling in place (0) Explanation on how the customer complaints will be handled including turnaround time (1) Documented customer complaints procedure/policy (1) Documented proof of corrective action and preventative action request form (1) Proof of completed and documented customer complaint with corrective action including preventative action (1) | 4 |
| TOTAL POINTS = 21 (Bidders scoring less than 13 points during the site visit (OFFICE) will not be considered for further evaluation) NOTE: Documented proof of the above must be submitted by the supplier upon request by the GDOH | | |

STAGE 1F: SOURCE OF SUPPLY - SITE VISIT EVALUATION


- IF THE BIDDER USES A SOURCE OF SUPPLY FOR TRANSPORT AS PER THE LETTER OF AGREEMENT, THE TRANSPORT MUST BE PRESENT ON-SITE AS PER THE LETTER OF AGREEMENT.
- IF THE TRANSPORT DOES NOT MEET THE REQUIREMENTS, (A CLOSED UP, COVERED, INSULATED AND CLEAN AS PER REGULATION 638 of 22 June 2018: REGULATIONS GOVERNING GENERAL HYGIENE REQUIREMENTS FOR FOOD PREMISES AND THE TRANSPORT OF FOOD) THE BIDDER WILL BE ELIMINATED.

A total point of 45 points is allocated for Stage 1F (source of supply) and threshold is 26

| SOURCE OF SUPPLY | | |
|----------------------------------|--|----------|
| Criterion | Comments on documentary evidence | Points |
| Human Resource Management | Is the staff competent to do the work based on education, training? <ul style="list-style-type: none"> No documented records of training in place (0) Standard operating procedure (SOP), (1) Yearly training schedule/plan, (1) Attendance register (1) Certificates or assessment records (1) | 4 |

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| Regulatory compliance | COIDA And UIF Letters Confirming Registration <ul style="list-style-type: none"> No documents in place COIDA & UIF (0) COIDA (1) UIF (1) | 2 |
| Personal hygiene | Does the organization have a documented personal hygiene policy? <ul style="list-style-type: none"> No personal hygiene policy in place (0) Personal hygiene policy signed by management (2) | 4 |
| | Personal appearance <ul style="list-style-type: none"> 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) <ul style="list-style-type: none"> No procedures (0) Selection criteria (3) Approved supplier list (3) | 6 |
| Identification and Traceability system | Clear demonstration including documentation on how product will be identified and traced; <ul style="list-style-type: none"> No identification and traceability system in place (0) Documented Standard Operating Procedure (SOP) for Identification and Traceability system available (2) Documented evidence (records of product batches in relation to batches of incoming raw materials, production process, packaging and distribution records) available (2) | 4 |
| Receiving and dispatch | Receiving and dispatch of products process: <p>Receiving:</p> <ul style="list-style-type: none"> 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) <p>Dispatch:</p> <ul style="list-style-type: none"> 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) All products stored are on pallets & labelled and stock rotation principles are demonstrated {FIFO and or FEFO} (1) | 7 |
| Housekeeping | Organization should have a Pest Control Programme in place. <ul style="list-style-type: none"> 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 & | 12 |

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| | <p>frequency, Pesticides used should be approved & Material Safety Data Sheets (MSDS), map of baiting station (all the above should be available) (4)</p> <ul style="list-style-type: none"> 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) (4) <p>Organization should have Cleaning Programme in place.</p> <ul style="list-style-type: none"> 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) | |
|--|--|--|


| | | |
|---|---|----------|
| Storage conditions | <p>Storage</p> <ul style="list-style-type: none"> 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 | <p>All products should be packaged & labelled as per standards, Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)</p> <ul style="list-style-type: none"> No packaging and labelling policy in place (0) Packaging and labelling policy in place (1) 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) (1) | 2 |
| TOTAL POINTS = 45 (Bidders scoring less than 26 points during this stage shall not be considered for further evaluation) | | |

NOTE: Documented proof of the above must be submitted by the supplier upon request by the GDOH

Stage 2: Price (80 points) and (20 points) Preferential Points

The contract will be awarded in terms of Regulation 6: Preferential Procurement Regulations, 2017) pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). Bids will be evaluated in terms of 80/20 preference point system in terms of which points are awarded to bidders based on:

| Area | Points |
|--------------|------------|
| Price | 80 |
| Preference | 20 |
| Total | 100 |

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12. AWARD CONDITIONS

12.1 Evaluation Phase

The GDOH as an organ of state may, before the award of a tender, cancel a tender invitation if

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tender is received; or
- (d) there is a material irregularity in the tender process.

Therefore GDOH 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.
- Carry out site inspections, product evaluations or have explanatory meeting to verify the nature and quality of the services/products offered by the bidders, whether before or after adjudication of the bid.
- To request financial statements signed by an accredited accountant (2 Comparative Years)

12.2 Award Phase

- **GDOH reserves the right to:**
 - award this tender in full or part of it.
 - negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions including price without offering the same opportunity to any bidder(s) who has not been awarded the status of the preferred bidder(s)
 - accept part of the tender rather than the whole tender.
- Bidders must only bid for one district (**page 18**) GDOH reserves the right to allocate the tender to the second highest bidder from other districts based on the closest bidder in km to the district. The 80/20 ranking obtained from the original district and will be used to determine preferred bidder.
- Should it be there are no bidders that qualify for a District, the Department reserves the right to recommend any qualifying bidder to supply that District.
- The award of this tender will be subjected to price negotiations on price with shortlisted bidders, utilising market related prices as a benchmark, bidders that refuse to negotiate price closer to the market related benchmark will not be recommended for award and the next lowest bidder will be considered.

12.3 Contract management

- 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;
 - The Proximity of the supplier to the cluster
 - The ability of the supplier to deliver the goods (supplier performance)
- To cancel or amend the requirements of this contract at any point during the life cycle of the contract.
- 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.
- 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.

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

13. ENTITIES SPLIT PER DISTRICTS

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

Bidders **must tick only one DISTRICT** if bidder tick more than one **DISTRICT** that bidder will be disqualified.

Tshwane Health District

☐

Johannesburg Health District

☐

Ekurhuleni Health District

☐

Sedibeng Health District

☐

West Rand Health District

☐



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

| MANDATORY SUPPLIER DETAILS | | | |
|--|--|-----------------------|--|
| GPT Supplier number | | | |
| Company name (Legal & Trade as) | | | |
| Company registration No. | | | |
| Tax Number | | | |
| VAT number (If applicable) | | | |
| COIDA certificate No. | | | |
| UIF reference No. | | | |
| Street Address | | Postal Address | |
| | | | |
| CONTACT DETAILS | | | |
| Contact Person | | Telephone Number | |
| Fax Number | | Cell Number | |
| e-mail address | | Principal's Id number | |
| BANKING DETAILS (in the name of the Company) | | | |
| Bank Name | | Branch Code | |
| Account Number | | Type of Account | |

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. 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 attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
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23. Termination for default
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)