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**MPUMALANGA PROVINCIAL GOVERNMENT**



**DEPARTMENT OF AGRICULTURE, RURAL  
DEVELOPMENT, LAND AND ENVIRONMENTAL  
AFFAIRS**

**BID NUMBER: ALA/568/23/MP**

**APPOINTMENT OF A CREDIBLE, CAPABLE & EXPERIENCED  
AGRIHUB OPERATOR TO OPERATE & MANAGE MKHUHLU  
AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND  
FRESH PRODUCE TO THE GOVERNMENT NUTRITION  
PROGRAMME (GNP) IN THE MPUMALANGA PROVINCE ON  
BEHALF OF THE DEPARTMENT OF THE AGRICULTURE, RURAL  
DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR A  
PERIOD OF FIVE (5) YEARS**

ISSUED BY:

Department of Public Works, Roads and Transport  
Private Bag X11310  
Mbombela  
1200

**NAME OF BIDDER:** .....

**TOTAL BID PRICE (all inclusive) :**.....

**(Also in words):** .....

.....

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS</b>					
BID NUMBER:	ALA/568/23/MP	CLOSING DATE:	02 JUNE 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A CREDIBLE, CAPABLE & EXPERIENCED AGRIHUB OPERATOR TO OPERATE & MANAGE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN THE MPUMALANGA PROVINCE ON BEHALF OF THE DEPARTMENT OF THE AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR A PERIOD OF FIVE (5) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF, No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE, 24 Air Street, Malelane, ELUKWATINI, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. SD Maleni		CONTACT PERSON	Ms. AL Nkambule	
TELEPHONE NUMBER	013 759 4000		TELEPHONE NUMBER	013 766 6183	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sontocau@gmail.com		E-MAIL ADDRESS	LNkambule@mpg.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**MPUMALANGA PROVINCIAL GOVERNMENT**



**DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND & ENVIRONMENTAL  
AFFAIRS (DARDLEA)**

**BID DOCUMENT**

**BID DOCUMENT NO. AS PER DIB BULLETIN**

**APPOINTMENT OF A CREDIBLE, CAPABLE & EXPERIENCED AGRIHUB OPERATOR TO  
OPERATE & MANAGE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS  
AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN THE  
MPUMALANGA PROVINCE ON BEHALF OF THE DEPARTMENT OF AGRICULTURE, RURAL  
DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR A PERIOD OF FIVE (5) YEARS**

**NAME OF BIDDER** : \_\_\_\_\_

**BID AMOUNT** : \_\_\_\_\_

**TEL NUMBER** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

**PREPARED BY:**



**HEAD: AGRICULTURE, RURAL DEVELOPMENT, LAND & ENVIRONMENTAL AFFAIRS  
PRIVATE BAG X 11219  
MBOMBELA  
1200**

**CONTACT: Ms SD MALENI  
PHONE: (013 759 4000)**

**CLOSING DATE: AS PER BID BULLETIN  
THE BID IS VALID FOR 30 DAYS**

**AGRIHUB OPERATOR TO MANAGE, OPERATE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN MPUMALANGA FOR A PERIOD OF FIVE (5) YEARS**

**APPOINTMENT OF A CREDIBLE, CAPABLE & EXPERIENCED AGRIHUB OPERATOR TO OPERATE & MANAGE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN THE MPUMALANGA PROVINCE ON BEHALF OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR A PERIOD OF FIVE (5) YEARS**

**BID NOTICE AND INVITATION TO BID**

Bids are hereby invited for **APPOINTMENT OF A CREDIBLE, CAPABLE & EXPERIENCED AGRIHUB OPERATOR TO OPERATE & MANAGE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN THE MPUMALANGA PROVINCE ON BEHALF OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR A PERIOD OF FIVE (5) YEARS** in Mpumalanga Province.

Bid documents will be obtainable from the Bid office, **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middelburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Evander 10 Cornell Road, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance**, on payment of a non-refundable levy of R200.00 or can be downloaded at <https://www.etenders.gov.za/Home/Opportunities>. Only bank guaranteed cheque or cash will be accepted.

Duly completed Bids enclosed in a sealed envelope marked “**APPOINTMENT OF A CREDIBLE, CAPABLE & EXPERIENCED AGRUHUBS OPERATOR(S) TO OPERATE & MANAGE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO GOVERNMENT NUTRITION PROGRAMME (GNP) IN THE MPUMALANGA PROVINCE ON BEHALF OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR A PERIOD OF FIVE (5) YEARS**” with the name of the Bidder, shall be deposited in the clearly marked Bidder boxes provided at the following Supply Chain Offices: Mbombela, Malelane, Bushbuckridge, Kwamhlanga, Evander, Piet Retief & Middelburg, before 12:00hrs on the closing date as per bid bulletin.

**NB: COMPULSORY BRIEFING SESSION will be held as follows:**

Date and Time	Venue	Location
As per Bid Bulletin	1 Aqua Street, Cycad Building, The Groove, Ehlanzeni District Office	Mbombela

**AGRIHUB OPERATOR TO MANAGE, OPERATE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN MPUMALANGA FOR A PERIOD OF FIVE (5) YEARS**

Telegraphic, telephonic, telex, facsimile, e-mail and late bids WILL NOT be accepted

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration.

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

## **1. INTRODUCTION**

The Mpumalanga Provincial Executive Council has resolved that nutrition needs of government departments and entities should be served through the Government Nutrition Programme (GNP) to enhance market access for smallholder producers. The Executive Council further directed that the GNP should be led by the Department of Agriculture, Rural Development, Land and Environmental Affairs (DARDLEA). The Department of Agriculture, Rural Development, Land and Environmental Affairs (DARDLEA) hereby invite prospective bidders who are reputable and have the capacity to operate and manage Mkhuhlu Agrihub to source, supply and deliver food items and fresh produce to the Government Nutrition Programme (GNP) in the Mpumalanga Province.

## **2. BACKGROUND**

The Honourable. Premier pronounced that, in order to bring meaning to radical economic transformation, the nutrition needs of government departments and entities should be served through a new model that will support the development of agriculture in the Mpumalanga Province.

The Government Nutrition Programme seeks to leverage the massive procurement spend of government departments and entities to:

- Improve nutrition, food security and food safety;
- Increased food production and trading;
- Improved income generation and economic livelihoods; and
- Job opportunities created

DARDLEA has been given an additional mandate to co-ordinate sourcing, supply and delivery of food items and fresh produce to the Government Nutrition Programme (GNP) in the Mpumalanga Province. This mandate, adds on to the GNP mandate.

### **3. PURPOSE**

The Mpumalanga Department of Agriculture, Rural Development, Land & Environmental Affairs (DARDLEA) was given a mandate to co-ordinate the Government Nutrition Programme (GNP) by the Executive Council in 2019. This mandate gave the department a responsibility to source food items and fresh produce on behalf of the state from smallholder producers and agro-processors through the Agrihubs, as a form of ensuring market access for them. Since 2020, DARDLEA has been co-ordinating the GNP with the Department of Health through hospitals participating on the programme. DARDLEA has recently been given an additional mandate to include the 6 boarding school in its GNP. DARDLEA have to also ensure the sourcing, supply and delivery of food items and fresh produce to the Government Nutrition Programme (GNP) in the Mpumalanga Province for a period of five (5) years.

### **4. OBJECTIVES**

The primary objectives for this project is to acquire services of credible, experienced and professional Agrihub operator that can provide management services of the Mkhuhlu Agrihub. The Agrihub provides market access for the smallholder producers and agro-processors while providing, healthy and nutritious food/ meals to client departments (which includes but not limited to patients in hospitals and learners in the 6 boarding schools), while advancing the economic empowerment goals of the government.

- Revitalise agriculture and the agro-processing value chain;
- Unlock the potential of SMMEs, Co-Ops, township and rural enterprises;
- Support the development of emerging producers;
- Increase local production capacity in preparation for the commissioning of the Mpumalanga International Fresh Produce Market (MIFPM) and its associated Agrihubs;
- Ensure access to affordable and safe nutrition; and

### **SPECIFIC OBJECTIVES**

The specific objectives of the Agrihubs is to provide designated facility where food items and fresh produce is pooled and prepared in order to meet the requirements of a targeted market (retail, hawkers, GNP, and MIFPM).

AGRIHUB OPERATOR TO MANAGE, OPERATE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN MPUMALANGA FOR A PERIOD OF FIVE (5) YEARS

The Agrihub Operator will be expected to:

- Liaise with producers;
- Liaise with buyers;
- Facilitate the entire supply and demand chain;
- Ensure high volume of quality produce;
- Maintain good working relationship with all stakeholders;
- Ensure Agrihub pay producers on time;
- Strive to get best prices for the producers;
- Adhere to good governance practices;
- Ensure compliance to food safety standards

## **5. TERMS OF REFERENCE**

The Mpumalanga province is rural in nature and the majority of its people depends on agriculture for their livelihoods. The province's focus is in line with its agro-ecological zones to meet the national imperatives set out in various national plans including the Agriculture and Agro-Processing Master Plan (AAMP) and other related strategies aimed at increasing agricultural production and food security. The province's production is in line with the commodity production schemes referred to as corridors as outlined in the AAMP. The plan seeks to ensure increased production in all the three corridors (Grain Corridor, Vegetable and Fruit Basket) of the province and improve food security and job creation for the people of the province. This production capacity will feed into the Agrihubs in the various districts ultimately to the MIFPM.

The Mpumalanga Provincial Government has taken a decisive decision that all schools, hospitals, Early Childhood Development (ECD) centres, nursing and traffic colleges should procure food items through the GNP. There is therefore a need for government to develop the necessary mechanisms to deliver food in an equitable, transparent, cost effective and planned manner for the GNP. Through the GNP, food will be sourced through local farmers and agro-processors. These mechanisms will therefore, ensure that all client departments receive nutritious meals. In regard to this, DARDLEA has established Agrihub in the province to enhance market access of the smallholder producers. The appointed operator will be required to source, supply and deliver both perishable and non-perishable food within 24 hours as per the order and delivery schedule provided by the DARDLEA



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through Mkhuhlu Agrihub. All food operators should be according to the descriptions on the pricing schedule and according to the quality and quantity mentioned on the special conditions of the contract. Prospective bidder(s) must bid on **ALL ITEMS** on the price schedule, as the tender could be awarded as a whole to one (1) bidder or more than one (1) bidder.

DARDLEA therefore invites bidder(s) to operate and manage the Mkhuhlu Agrihub which will include sourcing, supplying and delivery of food items and fresh produce as stated in the Bill of Quantity, and in accordance with the following requirements:

- a) Keeping food supplies in a conducive packaging facility with cold room.
- b) Meat products must be well cut and be free from excessive fats, odour and any signs of deterioration.
- c) Dairy products must be of the correct-unit size, fat content and within the period before expiry dates.
- d) Fruit and vegetable products must be fresh, of the correct grade, size, ripeness as well as count.
- e) Food safety standards should be practiced during storage, handling and transportation to avoid food contamination.
- f) The bidder(s) shall source all food items and fresh produce from provincial historically disadvantaged smallholder producers and agro-processors classified as HDI's, through the Agrihub and Mpumalanga International Fresh Produce Market (MIFPM), **unless** such produce is not available, can source from other outlets. There must be **valid proof** that smallholder producers and agro-processors were not able to supply such hence the produce were sourced from other outlets.
- g) DARDLEA will provide a database of farmers and agro-processors from whom some food items and fresh produce should be sourced.
- h) The bidder(s) must constantly work with the farmers and agro-processors on the requirements of some food items and fresh produce in the Agrihubs.

## 5. EXPECTED OUTPUT

The following outputs will be expected from the successful bidder/s:

- The Agrihub be operational at optimum level;
- The Agrihub operating independently from government support;
- The Agrihub be self-sustaining;

**AGRIHUB OPERATOR TO MANAGE, OPERATE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN MPUMALANGA FOR A PERIOD OF FIVE (5) YEARS**

- The Agrihub to stimulate production by the producers and agro-processors;
- The Agrihub to co-ordinate production and marketing of produce;
- The Agrihub to meet all the national and international food safety standards (SA GAP, HACCP);
- The Agrihub to ensure that producers and agro-processors get value for their produce;
- The Agrihub to develop other business opportunities and improve skills for local people.
- The Agrihub to interlink with government markets, hawkers' markets, retail markets, agro-processors, and the MIFPM.
- The Agrihub must develop a succession plan for post contractual period.

### **5. 1 Expected Deliverables**

These are only minimum guidelines, exact quantities cannot be given or estimated at this stage and will be provided and confirmed by client departments and verified by DARDLEA. The operator will be responsible for the operationalization of the Mkhuhlu agrihub and sufficient supply of food items and fresh produce as per the requisitions at all times during the contract period. The details will be provided on the Service Level Agreement for the appointed bidder.

## **6. RETURNABLE DOCUMENTS**

**6.1 The following documents are compulsory and have to be submitted with the bid document. Failure to submit or adhere to the following will lead to automatic disqualification.**

- All SBD forms should be fully completed and signed
- The Bill of Quantities (BoQ) must be fully completed and signed by the bidder.
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Company Profile, including previous contract work done, value of the work and contactable references per contract.

**6.2 The bidder is required to submit with his/her bid the following documents;**

- Evidence to claim preferential points.
- In case of a Joint Venture, the average score of the joint venture companies will be regarded as the score for a specific goal.

***All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified.***

**NB:** It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- Tax compliance status
- The Business registration status
- Bidder restrictions and defaulters' status
- Bank Account information
- Identification number and the service of the state status

**7. EVALUATION PROCESS**

The valuation process comprises of the following phases:

**Phase I: Initial screening process**

During this phase bid documents will be reviewed to determine compliance with the following:

- All SBD forms should be fully completed and signed
- Attendance of compulsory briefing session and signing of attendance register.
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Company Profile, including previous contract work done, value of the work and contactable references per contract.
- **All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified.**

**AGRIHUB OPERATOR TO MANAGE, OPERATE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN MPUMALANGA FOR A PERIOD OF FIVE (5) YEARS**

NB: It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- Tax compliance status
- The Business registration status
- Bid restrictions and defaulters status
- Bank Account information
- Identification number and the service of the state status

**Phase II: Functionality evaluation as per attached Terms of Reference**

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidder(s) will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the following criteria as set out below:

***PREQUALIFICATION EVALUATION – FUNCTIONALITY***

All bidders will be subjected to a prequalification evaluation on Functionality.

**Minimum of 60 points on functionality will be excluded for further evaluation.**

Item No	Criteria	Aggregation of points	Points (100)
1	<b>Proposal with a partnership model (Detailed viable proposal)</b>  <b>The proposal should clearly define the following aspects: Production supply from smallholder producers and agro-processors; agrihub</b>		<b>25</b>

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	<b>management system; marketing strategy; value adding; financial viability; skills transfer strategy and monitoring &amp; evaluation strategy</b>		
	No proposal	1	
	Proposal without the details of information above	2	
	Proposal with 3 of the details above	3	
	Proposal with five of details above	4	
	Proposal with all details above	5	
<b>2</b>	<b>Experience on running a warehousing facility of similar nature</b>		<b>10</b>
	No Experience	1	
	Experience of 1 year or less	2	
	Experience of 2 – 3 years	3	
	Experience of 3-5 years	4	
	Experience of more than 5 years	5	
<b>3</b>	<b>Transport available (4 x 5 ton refrigerated truck, 2 X 8 ton LDV with valid certificate of acceptability)</b>		<b>15</b>
	No proof attached	1	
	1 X 5ton Refrigerated trucks and 1 X 8ton LDV's owned or 1-2 X 5 ton Refrigerated trucks and 1 X 8ton LDV leased with signed agreement	2	
	2 X 5ton Refrigerated trucks and 1 X 8ton LDV's owned or 3 X 5 ton Refrigerated trucks and 1 X 8ton LDV leased with signed agreement	3	
	3 X 5ton Refrigerated trucks and 2 X 8ton LDV's owned or 4 X 5 ton Refrigerated trucks and 2 X 8ton LDV leased with signed agreement	4	
	4 X 5ton Refrigerated trucks and 2 X 8ton LDV's owned	5	
<b>4</b>	<b>Staff Profile</b>		<b>10</b>
	No CVs attached or attached CVs with no consent	1	

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	Attached Detailed CV and qualifications of staff available for this contract with written and signed consent from relevant personnel with reference to this bid. Qualifications (Diploma) in Agriculture or Food Science.	2	
	Attached Detailed CV and qualifications of staff available for this contract with written and signed consent from relevant personnel with reference to this bid. Qualifications (Diploma) in Agriculture & Food Science.	3	
	Attached Detailed CV and qualifications of staff available for this contract with written and signed consent from relevant personnel with reference to this bid. Qualifications (Diploma) in Agriculture & Food Science. Proof of Drivers trained on food handling (attach certificate of attendance).	4	
	Attached Detailed CV and qualifications of staff available for this contract with written and signed consent from relevant personnel with reference to this bid. Qualifications (Diploma) in Agriculture & Food Science. Proof of Food Handlers & Drivers trained on food handling (attach certificate of attendance).	5	
<b>5</b>	<b>Previous experience of similar contracts</b>  <b>Attach appointment letters or purchase orders and letter from previous employer detailing the work done.</b>		<b>15</b>
	No experience	1	
	Experience with one (1) to two (2) similar contracts	2	
	Experience with three (3) similar contracts	3	
	Experience with four (4) similar contracts	4	
	Experience with five (5) or more similar contracts	5	
<b>6</b>	<b>Contract Value</b>  <b>Experience in terms of contract value</b>		<b>10</b>
	Contract amounting below R5 million	1	
	Contract amounting from R5 to R9 million	2	

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	Contract amounting from R10 to R14 million	3	
	Contract amounting from R15 to R29 million	4	
	Contract amounting to R30 million and above	5	
<b>7 Financial Ability to execute the Contract Attached Proof of financial ability (Bank Rating) Grading</b>			<b>15</b>
A		5	
B		4	
C		3	
D		2	
E		1	
			<b>100</b>

The bid evaluation committee may conduct physical verification during the evaluation process.

Only bidders who attain a minimum of 60 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

- e) Each panel member will rate each individual criterion on the score sheet using the following scale:  
  
**1- Poor, 2- Average, 3- Good, 4- Very Good, 5- Excellent**
- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- g) The value scored for each criterion will be multiplied with the specified with weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

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- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 60 percent functionality proposal will be disqualified.
- j) The price will not be evaluated at this stage

**Phase III: Price / Financial stage**

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The following formula will be used to calculate the points for price in respect of this bid:

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{min}$  = Comparative price of lowest acceptable bid

- c) The responsive bids will be adjudicated by the State on the 90/10-preference point system based on price points and preference point:
  - The bid price (maximum 90 points)
  - Specific goals (maximum 10 points)
- d) The department reserves the right to arrange contracts with more than one contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol.689 and effective from 16 January 2023. These bid will be evaluated as per above mentioned regulations. Bidders are required to submit evidence by which preference points can be claimed based on the specific goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score. Sub-contracting will only be allowed for up to 25% of the value of the contract to a company that possess the same or a higher preference point score in terms of specific goals.



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- f) A maximum of 10 points may be awarded to a bidder for full complying with specific goals requirements stipulated in the table below. For this bid the maximum number preference points that could be allocated to a bidder are indicated below:

<b>Specific Goal</b>	<b>Maximum Preference Points Allocated</b>	<b>Minimum Proof required for claiming preference points</b>
An Enterprise owned by at least 51% black people	5	CIPC enterprise registration certificate and certified ID copies of company owners
An Enterprise owned by at least 51% black people who are youth (35 years or younger)	2	CIPC enterprise registration certificate and certified ID copies of company owners
An Enterprise owned by at least 51% black people who are women	2	CIPC enterprise registration certificate and certified ID copies of company owners
An Enterprise owned by at least 51% black people with a disability	1	CIPC enterprise registration certificate, certified ID copies of company owners and Proof of disability (Certificate from a medical doctor that specifies the nature of the disability)
<b>TOTAL</b>	<b>10 POINTS</b>	

**Failure to submit the required evidence will lead to allocation of zero (0) preference points**

- g) The points scored by a bidder in respect of the preference points indicated above will be added to the points scored for price.
- h) Bidders are requested to complete SBD 6.1 in order to claim preference points and attach relevant evidence as stipulated on the table above.
- i) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for preference points.
- j) Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to claims regarding preference points.

- k) Points scored will be rounded off to the nearest 2 decimals.
- l) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points. The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

#### **Phase IV: Vetting**

Shortlisted bidders will be required to undergo the vetting procedure to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted. The vetting process doesn't mean that the bidder will be automatically awarded the contract.

#### **8. CLIENT BASE**

Bidders are required to have specific experience and are encouraged to submit at least four recent references, in writing on the company's letter head. The references must include the names of relevant persons as well as their phone numbers, fax numbers and email addresses.

DARDLEA may utilize this data to obtain information during the evaluation and/or adjudication process

#### **9. LEGAL IMPLICATIONS**

Successful operator(s) will enter into a service level agreement with the DARDLEA.

DARDLEA reserves the right to award this bid on a non-exclusive basis, i.e. DARDLEA may procure similar services outside this bid with the view of securing the best service and value for money.

## **10. COMMUNICATION**

Supply Chain Management will communicate with bidders for, among others where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for DARDLEA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

## **11. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

### **PROHIBITION OF RESTRICTIVE PRACTICES**

- a) In terms of section 4(1) 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:
  - Directly or indirectly fixing a purchase or selling price or any other trading condition;
  - Dividing markets by allocation customers, operators, territories or specific types of goods or services; or
  - Collusive bidding.
- b) If a bidder(s) or contractor(s), in the judgment of purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Completion Act no.89 of 1998.

## **12. FRONTING**

DARDLEA supports the spirit of broad based black economic empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background DARDLEA condemns any form of fronting.

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

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DARDLEA may have against the bidder/ contractor concerned.

## **13. SPECIAL CONDITION OF CONTRACT**

### **13.1 Special Conditions of Contract**

This bid and all contracts emanating therefrom will be subject to the General Conditions of contract issued in accordance with Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999 as amended). The Special Conditions of Contract are supplementary to those of the General Conditions of contract. However, where the Special Conditions of Contract are in conflict with the General Conditions, the Special Conditions take precedence.

- a. The appointed operator will be provided with the list of food items and fresh produce before the deliveries commence to the client departments.
- b. The bidder(s) will operate and manage the Agrihub to source fresh produce and other food

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items from smallholder producers and agro-processors

- c. The bidder(s) will have to enter into contracts with the farmers and agro-processors.
- d. The bidder(s) must have an experience to run a warehouse facility(ies) for perishable and non perishable products.
- e. The bidder(s) must have appropriate transportation means to enable delivery of food items and fresh produce to the client departments. The delivery vehicles must have a valid Certificate of Acceptability.
- f. The appointed bidder(s) must have trained food handlers and drivers or ensure that they are trained within three months of appointment.
- g. The bidder(s) must have the necessary financial capacity to ensure that perishable and non-perishable food supplies of the highest quality are delivered constantly and timeously and without interruptions and short deliveries.
- h. The bidder(s) must tender for the operationalization of the Agrihub(s). The appointed operator will be provided with the list of food items and fresh produce to be delivered to client departments.
- i. The bidder(s) shall source all fresh produce and agro-processed items from provincial smallholder producers and agro-processors, unless such produce is not available, the bidder can source from other outlets. There must be valid proof that smallholder producers and agro-processors were not able to supply such hence the produce were sourced from other outlets.
- j. The Department (DARDLEA) shall have the right to monitor the implementation of the food supply programme and to inspect premises, storage and delivery facilities at any time.
- k. Shortlisted bidders may be requested to submit samples of all processed food from reputable producers/ manufacturers and also submit laboratory reports of their products to the Department (DARDLEA).
- l. Successful bidder(s) will be required to supply proof of having access to cold storage facilities for fresh produce when such items are not kept at the Agrihubs.
- m. Bidders shall submit proof of credit worthiness from their commercial banks.
- n. Prices are considered fixed for each year and will be subject to review based on the market. All prices will be inclusive of VAT, transport, equipment, labour and all overhead costs.
- o. The Department (DARDLEA) reserves the right to appoint or not to appoint operator(s)

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for this bid.

- p.* The Department (DARDLEA) reserves the right to suspend/ terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
- q.* The Department (DARDLEA) reserves the right to request further information from the bidder/s any time to clarify aspects in the bid(s). The requests will be in writing.
- r.* The Department (DARDLEA) reserves the right to verify information and documentation of the bidder/s.
- s.* The Department (DARDLEA) reserves the right to ensure that the bidder/s has at his/her disposal the necessary infrastructure (owned or leased) to execute the contract to the satisfaction of DARDLEA prior to the awarding of the contract.
- t.* The Department (DARDLEA) reserves the right to inspect the necessary infrastructure for the execution of the contract prior to the awarding of the contract.
- u.* The Department (DARDLEA) reserves the right to appoint one or more operator(s) or to withdraw the bid.
- v.* If it is shown that errors or shortcomings exist in the implementation of the contract, the operator shall be required to perform corrective services to remedy such errors at no cost to the Department (DARDLEA) . Such errors or shortcomings shall be corrected within five (5) working days.
- w.* The Department (DARDLEA) reserves the right to reject services / goods / works that does not meet the required standard and to engage a different operator to complete the work. The bidder shall be served with a seven (7) days written notice for termination of contract in case of unsatisfactory performance.
- x.* The bidder is required to declare interest (in SBD4 form) if they or any person connected with the bidder (relatives/spouse/business partners/shareholders) is/are presently employed by the state.
- y.* All bidders will be verified for tax compliance status on the Central Operator Database (CSD). Failure to validate the tax status in CSD may invalidate the bid.
- z.* This bid shall not be awarded to an operator who is not registered as a prospective operator on the Central Operator Database administered by the National Treasury.
- aa.* Performance management
  - i.* Operator Performance Management is viewed by the DARDLEA as a critical aspect in ensuring value for money in terms of acquisition and good operator relations

(between the DARDLEA and all its operators).

- ii. The successful bidder shall, upon receipt of written notification of an award, sign a Service Level Agreement (SLA) with the DARDLEA. The SLA will serve as a tool to measure, monitor and assess the operators' performance level and ensure effective delivery, quality and value add of the service to the DARDLEA.
- iii. Bidder(s) are required to comply with the above conditions listed in (i) - (ii), and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this conditions.

#### **14. Definitions**

- a) "*Agrihubs*" means a marketing infrastructure constructed at a district level where fresh produce is pooled and prepared in order to meet the requirements of targeted markets (government market, retail, hawkers and MIFPM). The Agrihubs ensures access to markets for producers and agro-processors at a local space.
- b) "*SMMEs*" refers to Small, Medium, and Micro Enterprises- business that plays an important role in the economy.
- c) "*SAGAP*" refers to the South African Good Agricultural Practice. The agrihubs should be compliant to the required food safety standards.
- d) "*HACCP*" refers to Hazard Analysis and Critical Control Point. The agrihub should keep food safe from biological, chemical and physical food safety hazards.
- e) "*HDIs*" refers to Historically Disadvantaged Individuals.
- f) "*clean*" means free of dirt, impurity, objectionable matter or contamination to the extent that a state of hygiene is attained
- a) "*closed container*<sup>1</sup>" means a clean container that is impervious to liquid, leak proof and will protect the product therein from contamination under normal conditions of storage, handling and transport
- b) "*\*container*" or "*food container*" includes anything in which / with which food is served, stored, displayed, packed, wrapped, kept or transported and in direct contact
- c) "*core temperature*" means the temperature reading taken in the estimated Centre of the food
- d) "*facility*" means any apparatus, appliance, equipment, implement, storage space, working surface or object used in connection with the handling of food

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- e) “*food*” means a foodstuff intended for human consumption as defined in section 1 of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972)
- f) “*food premises*” means a building, structure, stall or other similar structure, and includes a caravan, vehicle, stand or place used for or in connection with the handling of food
- g) “*inspector*” means a person contemplated in section 53(1) of the Health Act, 1977 (Act No. 63 of 1977)
- h) “*perishable food*” means any foodstuff which on account of its composition, ingredients, moisture content and/or pH value and its lack of preservatives and suitable packaging is susceptible to an uninhibited increase in microbes thereon or therein if the foodstuff is kept within the temperature spectrum of 4°C to 65°C, and includes the perishable foodstuffs listed in Government Notice No. R1183 of 1 June 1990, as amended, excluding fruit and vegetables
- i) “*sample*” means a portion consisting of one or more units depending on the situation in question, of a foodstuff, divided or undivided as described by Government Notice No. R.328 of 20 April 2007, of a larger quantity of a foodstuff, drawn by an inspector in terms of the provisions of these regulations and to be sent to a laboratory for testing / analysis
- j) “*the Department*” means the Mpumalanga Department of Agriculture, Rural Development, Land & Environmental Affairs.
- k) “*vehicle*” means a train, trolley, wagon, cart, bicycle, truck, boat, or aero plane and includes other craft, vehicle, conveyance used in handling or transporting food.

## **15. Regulations**

All food products under this contract shall comply with the requirements as stipulated in the following Acts, Notices and Regulations and all amendments thereto, as well as the general conditions of contract:

### **a. General**

- ❖ Foodstuffs, Cosmetics & Disinfectants Act, 1972 (Act no. 54 of 1972)
- ❖ State Tender Board Regulations, Government Notice R.237 in Government Gazette no. 11382 of 1 July 1988.
- ❖ General conditions of tenders ST 36 and ST 37.
- ❖ Code of Practice of SABS 049-1965.
- ❖ South African National Standard SANS 10049:200X, Edition 4 2007
- ❖ Quality Management Systems requirements SANS/ISO 900 of 2008



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- ❖ Government Notice R1600 of 1983
- ❖ Government Notice R1931 of 17 August 1990
- ❖ Government Notice R918 of 30 July 1999 as Amended. (Health Act)
- ❖ Government Notice R952 of 6 August 1999
- ❖ Government Notice R328 of 20 April 2007
- ❖ Government Notice R146 of 1 March 2010 as amended
- ❖ Government Notice R1091 of 19 November 2010
- ❖ Government Notice R45 of 19 January 2012
- ❖ Government Notice R194 of 2 March 2012
- ❖ Government Notice R991 of 6 December 2012

**b. Meat**

- ❖ Meat & Safety Act (Act 40 of 2000).
- ❖ Foodstuffs, Cosmetics & Disinfectants Act, 1972 (Act no. 54 of 1972).
- ❖ Code of Practice for food hygiene management SABS 049.
- ❖ Government Notice R.2120 of 20 September 1985, as amended.
- ❖ Government Notice R2718 of 23 November 1990
- ❖ Government Notice R.1748 of 26 June 1992.

**c. Fruits and vegetables**

- ❖ Agricultural products standards Act, 1990 (Act no. 119 of 1990).
- ❖ Foodstuffs, Cosmetics & Disinfectants Act, 1972 (Act no. 54 of 1972)
- ❖ R263 of 20 February 1970, as amended.
- ❖ R. 2208 of 10 November 1978, as amended.
- ❖ R. 537 of 11 April 1976, as amended.
- ❖ R. 2176 of 3 November 1978, as amended.
- ❖ R. 2119 of 27 October 1978, as amended.
- ❖ R. 2177 of 3 November 1978, as amended.
- ❖ R. 2120 of 27 October 1978, as amended.
- ❖ R. 1137 of 13 June 1975, as amended.
- ❖ R. 295 of 26 February 1971, as amended.
- ❖ R. 126 of 17 January 1975, as amended.
- ❖ R. 701 of 3 April 1981, as amended.
- ❖ R. 1268 of 19 June 1981, as amended.
- ❖ R. 1978 of September 1984, as amended.

**d. Other perishables**

- ❖ Agricultural products standards Act, 1990 (Act no. 119 OF 1990).
- ❖ Marketing Act, of 1968 (Act no. 59 of 1968) as amended.

- ❖ Government notice R. 577, Government Gazette of 15 March 1991.
- ❖ Dairy products Government notice R. 2581 on 20 November 1987, as amended.
- ❖ Government notice R866 of 15 August 2002.

## **16. Contract administration**

- a. Successful bidder(s) must advise the Contract Management Unit or the Project Manager of DARDLEA immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- b. The administration and facilitation of the contract will be the responsibility of Contract Management Unit and the responsible programme within DARDLEA.

## **17. Sample testing**

Food items and fresh produce may be inspected by Health Inspector from the Department of Health on request by the Department or as per the need.

## **18. Delivery requirements**

All deliveries should be as per request from the markets and client departments as it will be communicated to the successful bidder(s). Such will be detailed in the SLA for the successful bidder(s). Deliveries not complying with the order forms or meeting the required standard will be rejected on delivery. Delivery vehicles should comply with regulations pertaining to the Health Act, 1977 (Act No. 63 of 1977) as amended

## **19. Inspection and Examination**

All deliveries to the client departments will be subject to a visual examination, verification of weight/quantity and core temperature.

## **20. Shelf-life**

Non-perishables: Upon delivery, powdered products must have at least month's shelf-life and liquid products, 6 months' shelf life before the date of expiry.

Perishables: Upon delivery milk (preferably long life) and milk products must be up to 3-day

shelf-life, bread at least 2 days and fruits and vegetables up to 7-days.

## **21. Abbreviations**

The abbreviations used in the bid signify the following:

g	=	gram
kg	=	kilogram
ml	=	mililitre
L	=	litre

## **22. PRICES**

All prices quoted are in SA Rand and inclusive of Value Added Tax (VAT). No change in the prices submitted shall be considered after receipt of response to the Bid submission.

### **(i) Amplifications of submissions:**

The department (DARDLEA) may, after the opening of submissions, call on the prospective provider to amplify in writing any matter which is not clear in the prospective operator's submission and such amplification shall form part of the original submission. In the event of the prospective provider failing to supply such information, the submission will be liable to rejection.

### **(ii) Cost of proposal:**

Bidder(s) shall bear all costs associated with the preparation and submission of their proposals, the department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender.

### **(iii) Bid Documents:**

This document in its entirety serves as the complete tender document. Proposals must offer services to the entire department. Proposals offering only part of the requirements will be rejected. The bidder(s) is expected to examine all corresponding instructions, forms, terms

and specifications contained in this document. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of their proposal.

**(iv) Documents comprising the proposal:**

In preparing the technical and price components of your submission, all references to descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexures to the proposal/response. Bidder(s) are requested to focus on the provision of relevant information which will ably assist the department in adjudicating this bid. The successful bidder's proposal may be incorporated in whole or in part in the final contract. Any information that the bidder(s) considers proprietary should be marked as such.

**(v) Information:**

Information that the bidder(s) considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will be treated as such accordingly.

**24. VALIDITY PERIOD**

- Proposals shall remain valid for ninety (90) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by the department (DARDLEA) on the grounds that it is non-responsive.
- In exceptional circumstances, the department (DARDLEA) may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify their Proposal.

## **25. FORMAT AND SIGNING OF PROPOSALS:**

The bidder shall submit one (1) copy of bid document clearly marked: **APPOINTMENT OF A CREDIBLE, CAPABLE & EXPERIENCED AGRIHUB OPERATOR TO OPERATE & MANAGE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN THE MPUMALANGA PROVINCE ON BEHALF OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR A PERIOD OF FIVE (5) YEARS**

### **Interlineations:**

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case the person or persons signing the proposal shall initial such corrections.

#### **I.Payment:**

Payment to the operator will be in accordance with the Public Finance Management Act (PFMA) and related Treasury Regulations.

Payments will be made after confirmation/ approval of service rendered and signed delivery notes from the boarding schools.

#### **II.Project Plans and milestones:**

Milestones and delivery dates will be mutually agreed by both parties and as per the contract.

## **26. COMPLETION PERIOD**

The successful bidder(s) will be expected to offer the services for a period of 60 months  
**Five (5) years.**

## **27. MONITORING**

Bidder(s) are to note that the Department (DARDLEA) will monitor and evaluate the project through the Service Monitoring and Evaluation Committee (SMEC). All payment claims are to be certified by the delegated official, before payment can be effected.

## **28. TAXES**

Value Added Tax at 15% must be included in all items except on exempted items. If a bidder(s) is not registered with SARS for VAT purposes and is awarded a bid that is above the threshold required for registration, proof for VAT registration application must be submitted within 14 days of the signing of the contract with the Department (DARDLEA).

**Failure to submit the above-stated shall result in the VAT not been paid to the bidder.**

## **29. RIGHT OF DARDLEA TO INVESTIGATE AND SEEK CLARIFICATION**

- The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted. The Department shall, seek all clarifications in writing and the bidder's responses shall also be in writing. Without limiting the information above, the Department may, in its sole discretion;
  - Investigate evidence of the ability and experience of a bidder(s) under consideration, including joint venture partners, proposed sub-contractors, and parties otherwise related to the bidder or the bidder's proposal; and
  - Require or seek out confirmation from other parties of information furnished by a bidder(s).

## **30. ASSIGNMENT/ FRONTING**

Fronting is prohibited. Any bidder(s) found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled and any costs borne shall be for the account of the defaulting bidder. These costs shall include the costs of appointing another bidder(s) to complete the work.

## **31. PRESENTATION**

DARDLEA will require presentations/ interviews from shortlisted bidders as part of the bid process.

## **32. SIGNATURE OF AUTHORITY.**

Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

## **33. ACCEPTANCE AND REJECTION**

The Department may reject any bid document if it deviates from the set criteria and reserves the right to accept or reject any bid if it does not meet the necessary requirements. The department is not obliged to accept the lowest or any bid and reserves a right to appoint more than one bidder(s).

## **34. TIME SCHEDULE**

This bid will be valid for **90 days** after closing date. In cases where the bidder(s) fails to sign the contract of agreement or produce the required security within the required time, be unable to undertake work given or withdraw during the appointment period, the bidder(s) shall repay the full expenses of re-advertising and preparing of new bids. This shall not apply if the Department accepts another bidder(s) from the list.

## **35. JURISDICTION**

The applicable legislation of the Republic of South Africa shall apply to each contract on its acceptance as *domicilium citandi et executandi*, where any legal process may be resumed on the contractor.

Each bidder(s) binds itself to the jurisdiction and the stipulated laws of the Republic of South Africa.

## **36. PAYMENTS**

Payments shall be as stipulated in the Service Level Agreement entered into between the DARDLEA and the successful bidder(s).

## **37. MEDIATION AND ARBITRATION**

Mediation and Arbitration proceedings shall be in terms of rules laid by the Law Society of South Africa.

### **38. PRICE NEGOTIATIONS**

- Rates may be negotiated whereby a standard rate will apply to the successful bidder in terms of the market related price.
- If the price offered by the bidder(s) scoring the highest points is not market related, the department will negotiate a market related price with the bidder(s) scoring the highest points or cancel the bid.
- If the bidder(s) scoring the highest points does not agree to a market related price the department shall negotiate a market related price with second bidder(s), if the bidder(s) scoring the second highest points does not agree to a market related price the department shall negotiate a market related price with the bidder(s) scoring the third highest points.
- If the market related price is not agreed to as envisaged by the first, second and third bidder(s) the department shall cancel the bid.

### **39. ENQUIRIES**

#### **Technical Enquiries:**

Ms SD Maleni

Tel: 013 759 4000

sontocau@gmail.com/ MaleniSD@mpg.gov.za

#### **Administrative Enquiries:**

Ms. AL Nkambule/ Ms SN Mphaphuli

Tel: 013 766 6183/ 013 766 6710

LNkambule@mpg.gov.za/ Shandukani@mpg.gov.za



AGRIHUB OPERATOR TO MANAGE, OPERATE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN MPUMALANGA FOR A PERIOD OF FIVE (5) YEARS

*No visit to the respective persons will be entertained to ensure fairness to all prospective bidders and for audit ability purposes.*

**Closing Date: AS PER BID BULLETIN**

#### 40. BILL OF QUANTITIES

AGRIHUB OPERATOR TO MANAGE, OPERATE MKHUHLU AGRIHUB, SOURCE, SUPPLY AND DELIVER FOOD ITEMS AND FRESH PRODUCE TO THE GOVERNMENT NUTRITION PROGRAMME (GNP) IN MPUMALANGA FOR A PERIOD OF FIVE (5) YEARS

PRICE LIST OF ITEMS							
No.	DESCRIPTION	UNIT	Price per unit (Year 1)	Price per unit (Year 2)	Price per unit (Year 3)	Price per unit (Year 4)	Price per unit (Year 5)
	<b>GROCERIES</b>						
1	ALL PURPOSE FOOD SEASONING MIX e.g AROMAT	3kg					
2	BAKING FLOUR	12.5kg					
3	BBQ SPICE	1kg					
4	CHICKEN SPICE	1kg					
5	PAPRIKA	1kg					
6	CURRY POWDER MILD AND SPICY	1kg					
7	CURRY POWDER MEDIUM	1kg					
8	STEAK CHOPS SPICE	1kg					
9	SALT	1kg					
10	BROWN SUGAR	10kg					
11	CHUTNEY	3kg					
12	CUBES BEEF	240g					
13	CUBES CHICKEN	240g					
14	SOUP CHAKALAKA	1kg					

		PRICE LIST OF ITEMS					
No.	DESCRIPTION	UNIT	Price per unit (Year 1)	Price per unit (Year 2)	Price per unit (Year 3)	Price per unit (Year 4)	Price per unit (Year 5)
	<b>GROCERIES</b>						
15	SOUP CHICKEN	1kg					
16	SOUP CREAM OF MUSHROOM	1kg					
17	SOUP CREAM OF TOMATO	1kg					
18	SOUP CURRY VEGETABLE	1kg					
19	SOUP BROWN ONION	1kg					
20	SOUP CHICKEN NOODLE	1kg					
21	SOUP MINESTRONE	1kg					
22	SOUP OXTAIL VEGETABLE	1kg					
23	SOUP RICH OXTAIL	1kg					
24	SOUP THICK VEGETABLE	1kg					
25	SOUP BEEF & TOMATO	1.6kg					
26	CORN FLAKES	1kg					
27	OATS	1kg					
28	PEANUT BUTTER	2.75kg					
29	ROOIBOS TEA - similar or equal tea bags (160's)	250g					
30	BLACK TEA - similar or equal tea bags 200's	500g					
31	SALAD DRESSING	340ml					
32	CUSTARD	1L					

PRICE LIST OF ITEMS							
No.	DESCRIPTION	UNIT	Price per unit (Year 1)	Price per unit (Year 2)	Price per unit (Year 3)	Price per unit (Year 4)	Price per unit (Year 5)
<b>GROCERIES</b>							
33	FRUIT COCKTAIL, canned in syrup	3kg					
34	PEACHES, Y.cuts, canned in syrup	3kg					
35	JELLY	80g					
36	MAYONNAISE	3kg					
37	JAM, APRICOT, fine	3kg					
38	JAM, PEACH, fine	3kg					
39	JAM, MIXED FRUIT	3kg					
40	JAM, STRAWBERRY	3kg					
41	PILCHARDS IN TOMATO SAUCE	400g					
42	BAKED BEANS	410g					
43	SUNFLOWER COOKING OIL	5L					
44	FRUIT JUICE CONCENTRATE	5L					
45	TOMATO SAUCE	5L					
46	VINEGAR	5L					
<b>Sub-Total</b>							
<b>DAIRY &amp; EGGS</b>							
47	AMASI	2L					
48	CHEESE, CHEDDAR	1kg					
49	EGGS (fresh, first grade, large)	30 (1 tray)					

PRICE LIST OF ITEMS							
No.	DESCRIPTION	UNIT	Price per unit (Year 1)	Price per unit (Year 2)	Price per unit (Year 3)	Price per unit (Year 4)	Price per unit (Year 5)
<b>GROCERIES</b>							
50	EGGS (fresh, first grade, large)	15 dozen					
51	FULL CREAM	2L					
52	FULL CREAM MILK	1L					
53	LOW FAT MILK	1L					
54	MARGARINE yellow medium spread	500g					
55	MARGARINE yellow medium spread	1kg					
56	YOGHURT, FULL CREAM PLAIN	100mlX6					
57	YOGHURT, FRUIT FLAVOURED, LOW FAT Sweetened	100mlX6					
58	DRINKING YOGHURT SWEETENED, FRUIT FLAVOURED	350ml					
59	MAGEU Original	500ml					
60	MAGEU Cream	500ml					
<b>Sub-Total</b>							
<b>FRUIT &amp; VEGETABLES</b>							
61	BABY MARROW	1kg					
62	BEETROOTS, class 1 large	10kg					
63	BUTTERNUT	10kg					

PRICE LIST OF ITEMS							
No.	DESCRIPTION	UNIT	Price per unit (Year 1)	Price per unit (Year 2)	Price per unit (Year 3)	Price per unit (Year 4)	Price per unit (Year 5)
	<b>GROCERIES</b>						
64	CARROTS	10kg					
65	CELERY	1kg					
66	GREEN PEPPERS	1kg					
67	YELLOW PEPPERS	1kg					
68	ONIONS	10kg					
69	SWEET POTATO	10kg					
70	POTATOES, class 1 large	10kg					
71	CRUSHED GARLIC	1kg					
72	CRUSHED GINGER & GARLIC	1kg					
73	GREEN BEANS	1kg					
74	SPINACH	Bunch					
75	CUCUMBER, English	Each					
76	CABBAGE, GREEN 4kg	Per Head					
77	CABBAGE, RED	Head					
78	LETTUCE	Each					
79	MUSHROOM, Button white	1kg					
80	TOMATOES	6kg					
81	WHITE/ CROWN PUMPKIN	1kg					
82	GEM SQUASHES	1Kg					

PRICE LIST OF ITEMS								
No.	DESCRIPTION	UNIT	Price per unit (Year 1)	Price per unit (Year 2)	Price per unit (Year 3)	Price per unit (Year 4)	Price per unit (Year 5)	
	<b>GROCERIES</b>							
83	APPLES, GOLDEN DELICIOUS, medium size	1.5kg						
84	APPLES, GOLDEN DELICIOUS, medium size	12kg box						
85	APPLES, PINK LADY medium size	1.5kg						
86	APPLES, PINK LADY medium size	12kg box						
87	APPLES, STARKING RED medium size	1.5kg						
88	APPLES, STARKING RED medium size	12kg box						
89	APPLES, GRANNY SMITH medium size	1.5kg						
90	APPLES, GRANNY SMITH medium size	12kg box						
91	ORANGES, NAVEL, Medium	7kg						
92	ORANGES, NAVEL, Medium	10kg						
93	YELLOW, medium,beure bosch, bon chretien	1kg						
94	GREEN, medium, packham's triumph	1kg						
95	BANANAS, medium size	18kg box						
96	BANANAS, medium size	1kg						
97	PEACHES, YELLOW, Medium	1kg						
98	PEACHES, YELLOW, Medium	12 kg						

PRICE LIST OF ITEMS							
No.	DESCRIPTION	UNIT	Price per unit (Year 1)	Price per unit (Year 2)	Price per unit (Year 3)	Price per unit (Year 4)	Price per unit (Year 5)
<b>GROCERIES</b>							
99	PEAR	1.5 kg					
100	PEAR	12kg box					
101	NECTARINE, Medium	1kg					
102	NECTARINE, Medium	12kg box					
103	GRAPES, GREEN, Seedless	1kg					
104	GRAPES, BLACK	1kg					
105	NAARTJIES	1kg					
106	MANGOES, ripe medium	1kg					
107	AVOCADO, firm, free from damages, medium	1kg					
<b>Sub-Total</b>							
<b>BUTCHERY &amp; FROZEN</b>							
108	POLONY	3kg					
109	BEEF STEW	5kg					
110	FULL CHICKEN	Each					
111	CHICKEN WINGS	5kg					
112	CHICKEN THIGHS	5kg					
113	CHICKEN BREASTS	5kg					
114	CHICKEN DRUMSTICKS	5kg					



PRICE LIST OF ITEMS							
No.	DESCRIPTION	UNIT	Price per unit (Year 1)	Price per unit (Year 2)	Price per unit (Year 3)	Price per unit (Year 4)	Price per unit (Year 5)
GROCERIES							
115	CHICKEN FEETS	5kg					
116	CHICKEN GIZZARDS	1kg					
117	CHICKEN HEARTS	1kg					
118	CHICKEN LIVERS	1kg					
119	CHICKEN INTESTINES (AMATHUMBU)	1kg					
120	GARDEN PEAS (FROZEN)	1kg					
121	MIXED VEGETABLE standard grade	1kg					
122	MINCE MEAT (BEEF)	5kg					
123	VIENNAS (CHICKEN)	5kg					
124	WORS (BEEF)	5kg					
Sub-Total							
GRAINS							
125	SUPER MAIZE MEAL	25kg					
126	MABELE	10kg					
126	DRIED SUGAR BEANS	5kg					
126	BRAAI PAP	10kg					
126	BRAAI PAP	25kg					
126	RICE	10kg					
Sub-Total							

PRICE LIST OF ITEMS							
No.	DESCRIPTION	UNIT	Price per unit (Year 1)	Price per unit (Year 2)	Price per unit (Year 3)	Price per unit (Year 4)	Price per unit (Year 5)
	GROCERIES						
	BAKERY						
127	BROWN BREAD	Each					
128	WHITE ROLLS	6 pack					
Sub-Total							
TOTAL							
GRAND-TOTAL (YEAR 1 TO YEAR 5)							

\*All prices should be inclusive of transport, market and agent fee, and VAT for food items that charge VAT

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



TAX CLEARANCE

TCC 001

## Application for a Tax Clearance Certificate

### Purpose

Select the applicable option ☐ Tenders ☒ Good standing

If "Good standing", please state the purpose of this application

### Particulars of applicant

Name/Legal name  
(Initials & Surname  
or registered name)

Trading name  
(if applicable)

ID/Passport no

Company/Close Corp.  
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax  
no

E-mail address

Physical address

Postal address

### Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax  
no

E-mail address

Physical address

**Particulars of tender** (If applicable)

Tender number

Estimated Tender  
amount RExpected duration  
of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

**Audit**

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from

SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of  
representative/  
agent**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/  
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be Issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

2.2 Do you, or any person connected with the bidder, have a relationship

---

<sup>1</sup> 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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 ...  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

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<sup>2</sup> 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.

- 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

## **SBD 6.1**

### **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

1.4 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner



required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation; mn
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**The applicable preference point system for this tender is the 90/10 preference point system.**

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>
An Enterprise owned by at least 51% black people	5	
An Enterprise owned by at least 51% black people who are youth (35 years or younger)	2	
An Enterprise owned by at least 51% black people who are women	2	
An Enterprise owned by at least 51% black people with a disability	1	
<b>TOTAL</b>	<b>10 points</b>	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm .....

.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the

satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

**3. Does any portion of the goods or services offered have any imported content?**

(Tick applicable box)

YES		NO	
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**3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.**

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.**

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY: (Procurement Authority / Name of Institution):**  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT** **July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>

- 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)