



Provincial Supply Chain Management

Request for Proposal

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RFP NUMBER	
RFP DESCRIPTION	

CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

BRIEFING SESSION	Y		N		SESSION COMPULSORY			Y		N	
					SESSION HIGHLY RECOMMENDED			Y		N	
BRIEFING VENUE					DATE			TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME			
INSPECTION ADDRESS											

TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION						
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CLOSING DATE					CLOSING TIME						
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TENDER BOX LOCATION

GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE

E-MAIL ADDRESS

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILIE

E-MAIL ADDRESS



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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



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

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

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

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

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

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

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

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

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

Signed at this day of20.....

.....

.....

Name of data subject/ designated person

Signature

.....

.....

Name/Surname/Dept of Responsible Party

Signature

Date:



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

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1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Bid Commitment and Declaration of Interest</h2>	<h2>Page 1 of 3</h2>

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 interest¹ in the enterprise, employed by the state?

YES		NO	
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- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2>	<h2 style="margin: 0;">Page 2 of 3</h2>

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Filename:RFP4GPT (SBD4) Revision: 10 Release Date:24/10/2022

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Bid Commitment and Declaration of Interest	Page 3 of 3

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

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

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

Signature		Date	
Position		Name of Bidder	

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<p>Briefing Session</p>	<p>Page 1 of 1</p>

BRIEFING SESSION - DECLARATION OF ATTENDANCE

RFP NUMBER			
RFP DESCRIPTION			
RFP CLOSING DATE		CLOSING TIME	

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on form RFP 01.

CUSTOMER DEPARTMENT								
CUSTOMER INSTITUTION								
BRIEFING SESSION	Y		N		DATE		TIME	
VENUE								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME)


CERTIFY THAT THE INFORMATION FURNISHED AT THE SITE INSPECTION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME	
--------------------------	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--


END USER STAMP

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<p style="margin: 0;">Special Conditions</p>	<p style="margin: 0;">Page 1 of 3</p>

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	<p>SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		Bidders Briefing Session	
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 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	Special Conditions	Page 2 of 3

EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

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

- Stage One-

- Stage Two-

 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">Special Conditions</td> <td style="width: 40%; padding: 5px;">Page 3 of 3</td> </tr> </table>	Special Conditions	Page 3 of 3
Special Conditions	Page 3 of 3		

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



TERMS OF REFERENCE OF GT/GDH/097/2023 - FOR THE SUPPLY AND DELIVERY OF BREAD, ROLLS, AND BUNS TO GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

ABBREVIATIONS

B-BBEE:	Broad-Based Black Economic Empowerment
B-BBEE Controlled:	A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.
B-BBEE Owned:	A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
EMS:	Emergency Medical Services
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
PDP:	Professional Driving Permit
QC:	Quality Control
RFP:	Request for Proposal
SABS:	South Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SCC:	Special Conditions of Contract
TCC:	Tax Clearance Certificate
VAT:	Value- Added Tax
National Treasury:	Has the meaning assigned to it in section 1 of the PFMA, 1999 (Act No.1 of 1999) means the National Treasury established by section.



TERMS OF REFERENCE OF GT/GDH/097/2023 - FOR THE SUPPLY AND DELIVERY OF BREAD, ROLLS, AND BUNS TO GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

1. COPYRIGHT

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2. THE PURPOSE

The purpose of this tender is to appoint Service Provider(s) for the supply and delivery of bread, rolls and buns for the Gauteng Department of Health Institutions for a period of 3 years.

3. BACKGROUND

The Department of Health is mandated to ascertain that food provision of high quality is provided to patients admitted in Health Institutions. Inappropriate feeding times have a negative impact on the dietary intake of patients.

This may have negative results such as hypoglycaemia and hypothermia in patients. Meals should be provided to patients at the following times: Breakfast: [07:00 – 08:00] Lunch: [12:00 – 13:00] Supper: [17:00 - 19:00] No longer than 12 hours should elapse between supper and breakfast. To avoid lengthy intervals between meals, it is recommended that morning, afternoon, and late-night snack be provided to patients.

Bread plays a vital role in regulating blood sugar control for patient is given for snack in the hospital menus. Meals are provided to patients travelling to other institutions for further investigations, boarder mothers and caregivers who miss a meal, for example because of late admission. They should be provided with at least a small meal consisting of a sandwich and fruit.

4. LEGISLATIVE AND REGULATORY FRAMEWORK

4.1. The General Conditions of Contract (GCC):

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

4.2. The Special Conditions of Contract:

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.



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4.3. Other legal prescripts:

- a. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996), Section 217
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- e. Preferential Procurement Regulations, 2022
- f. Open Tender Framework, 2019
- g. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- h. Protection of Information Act, 1982 (Act no 84 of 1982)
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- l. Protection of Personal Information Act, 2013 (Act no 4 of 2013)
- m. The Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No.16 of 1963)
- n. Agricultural Product Standards Act, 1990 (Act No. 119 of 1990)
- o. Legal Metrology Act, 2014 (Act No. 9 of 2014)
- p. Consumer Protection Act, 2008 (Act No.68 of 2008)
- q. Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972) as amended
- r. Labelling Regulations under Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972
- s. Regulation 638 of 22 June 2018 governing general hygiene requirements for food
- t. premises, the transport of food and related matters.
- u. Genetically Modified Organisms Amendment, 2006 (No. 23 of 2006)
- v. Regulation related to fortification of certain foodstuff 7 April 2003 (R504)
- w. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- x. Compensation of Injury and Diseases Act, 1993 (Act No 130 of 1993) as amended.
- y. Unemployment Insurance Act, 2001(Act No 63 of 2001)

4.4. National standards

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

- a. ISO: 9001:2015/SANS 9001:2015 "Requirement for Quality Management Systems"
- b. ISO 22000:2018: Food Safety Management Systems - Requirements for any organization in the food chain
- c. Food Safety System Certification (FSSC) 22000 v5.1



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- d. SANS 10330:2020: Food Safety Management — Requirements for a Hazard Analysis and Critical Control Point (HACCP) system.
- e. SANS 10133:2011: The application of pesticides in food-handling, food-processing, and catering establishments'

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

5. THE FORMAT OF THE BID DOCUMENT

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

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p>Section 1: Technical Proposal of the tender. All the documents included in Section 1 must be read, completed, signed where applicable, and submitted.</p> <ol style="list-style-type: none"> 1. SBD 01: Invitation to Bid 2. SBD 4: Bidders disclosure 3. Certificate of Acceptability <ol style="list-style-type: none"> a. A valid copy of the Certificate of Acceptability (R638) must be submitted. 4. Quality Standard Certification <ol style="list-style-type: none"> a. ISO: 9001:2015/SANS 9001:2015 "Requirement for Quality Management Systems" or b. ISO 22000:2018: Food Safety Management Systems - Requirements for any organization in the food chain or c. Food Safety System Certification (FSSC) 22000 v5.1 or d. SANS 10330:2020: Food Safety Management — Requirements for a Hazard Analysis and Critical Control Point (HACCP) system 5. Valid letter of commitment: Bidders who are sourcing products from another company, should submit a valid letter of commitment from the Principal Company formalizing the Agreement between the two companies regarding the supply and delivery of the products. (Letter must be signed by both parties). OR If the bidder is a manufacturer (not sourcing products from another company), a confirmation letter stating that products will be produced



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	<p>and distributed from own facility should be attached. (Letter must be signed)</p> <p>6. Compulsory Briefing Session Certificate: The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. If a bidder does not attend the compulsory briefing session, the bidder shall be regarded as non-responsive and excluded from the bid. The Briefing Session Certificate will be stamped and issued to the bidders who attended. Minutes of all proceedings during the compulsory briefing session shall be recorded and be binding.</p> <p>7. Tax Clearance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.</p> <p>8. Latest audited financial statements for the last two years.</p> <p>9. Copy of Central Supplier Database (CSD) Registration Summary Report Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)</p>
Part 2	<p>The supporting documents of proof required for the Functionality Evaluation (see Evaluation Methodology) should be submitted as follows:</p> <ol style="list-style-type: none"> 1. Testimonial letters, Contractual proof, Training in food handling and documented training and development programme.
Part 3	<p>Section 2: Financial Proposal of the tender: Completed Price Schedule document, referred to as Annexure- A of the tender pack as well as an electronic copy in word format (PDF), captured and saved on a memory stick.</p> <ol style="list-style-type: none"> 1. SBD 3.1: Price Schedule – Goods Firm Prices 2. SBD 3.2: Price Schedule – Goods Non-Firm Prices 3. Annexure A: Price Schedule (dependent on bidder’s chosen District) 4. SBD 6.1: Preference Points Claim



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6. THE PRODUCT SPECIFICATIONS

- a. The supply and delivery of Bread, Rolls, and Buns
- b. The service provider is to supply the following Bread, Rolls, and Buns products.
 - Bread brown sliced
 - Bread brown unsliced
 - Bread white sliced
 - Bread white unsliced
 - Bread whole wheat brown sliced
 - Bread white low sodium sliced
 - Hamburger bun brown
 - Hamburger bun white
 - Hamburger bun whole wheat
 - Hot dog roll brown
 - Hot dog roll white
 - Hot dog roll whole wheat

6.1 Standard Requirements for wheat bread

6.1.1. Brown bread (sliced or unsliced)

- a. shall consist of a dough made from brown wheat flour and water, with or without other ingredients that complies with regulation Governing Acids, basis and salt.
- b. should have a weight of 700g.
- c. should consist of 16 equally divided slices (including crust)
- d. should be fresh, properly baked, clean, and free from any ropiness, grit and other foreign matter.
- e. should be delivered after it has been freshly baked and have a shelf-life of 3 days.
- f. may contain ingredients providing specific nutritional value, that has been fermented by yeast or otherwise leavened, baked in any form, size or shape and which has been treated, prepared and processed in such a manner that the bread, if it is of a prescribed mass specified in column 2 of Table 1 below, contains the applicable minimum dry solids mass specified opposite thereto in column 3 of the Table 2.
- g. Should be fortified with vitamins and minerals as per Table 4 and have a food fortification logo on the packaging.
- h. The minimum dry solid content for brown bread shall be calculated at 58% of the prescribed mass of bread.



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6.1.2. White bread (sliced or unsliced)

- a. shall consist of a dough made from white wheat flour and water, with or without other ingredients that complies with regulation Governing Acids, basis and salt
- b. should have a weight of 700g /900g
- c. should consist of 16 equally divided slices (including crust)
- d. should be delivered after it has been freshly baked and should have a shelf-life of 3 days
- e. may contain ingredients providing specific nutritional value, that has been fermented by yeast or otherwise leavened, baked in any form, size or shape and which has been treated, prepared and processed in such a manner that the bread, if it is of a prescribed mass specified in column 2 of the Table 3 below, contains the applicable minimum dry solids mass specified opposite thereto in column 3 of the Table 2.
- f. should be fortified with vitamins and minerals as per Table 4 and have a food fortification logo on the packaging Table 3
- g. The minimum dry solid content for white bread shall be calculated at 58% of the prescribed mass of bread.

6.1.3. Whole-wheat brown bread (sliced)

- a. shall consist of a dough made from whole-wheat brown flour and water, with or without other ingredients that complies with regulation Governing Acids, basis, and salt
- b. shall have a weight of 800g
- c. shall be fresh, clean, and free from any foreign particle that does not form part of the bread
- d. should be delivered after it has been freshly baked and should have a shelf-life of 3 days
- e. may contain ingredients providing specific nutritional value, that has been fermented by yeast or otherwise leavened, baked in any form, size or shape and which has been treated, prepared and processed in such a manner that the bread, if it is of a prescribed mass specified in column 2 of the Table 1 below, contains the applicable minimum dry solids mass specified opposite thereto in column 3 of the Table 2.
- f. should be fortified with vitamins and minerals as per Table 4 and have a food fortification logo on the packaging
- g. The minimum dry solid content for whole-wheat brown bread shall be calculated at 50% of the prescribed mass of bread.



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TABLE 2: NUTRITIONAL REQUIREMENTS (whole-wheat bread rolls and buns)

Total Fat	1%
Saturated fat	0%
Cholesterol	0%
Sodium	5%
Dietary fibre	5-7g

TABLE 3: MINIMUM DRY SOLIDS MASS FOR WHEAT BREAD

Class of wheat product	Prescribed mass of bread (g)	Minimum dry solids mass (g) (White bread and Brown bread)	Minimum dry solids mass (g) (Whole wheat bread, Whole wheat brown bread and High bran brown bread)
1	2	3	4
White bread, Brown bread, whole wheat brown bread		@58%	@50%
	400	232	200
	500	290	250
	600	348	300
	700	406	350
	800	464	400

TABLE 4 Fortification Standard

Micronutrient	Unit	WHEAT FLOUR		WHEAT BREAD	
		White	Brown	White	Brown
Vitamin A ¹	McgRE/kg	1610	1415	800	700
Thiamine	mg/kg	3.91	3.79	2.49	2.54
Riboflavin	mg/kg	2.05	1.95	1.41	1.39
Niacin	mg/kg	38.42	54.76	27.91	41.59
Pyridoxine	mg/kg	2.82	3.07	2.13	2.67
Folic acid	mg/kg	1.36	1.24	0.74	0.74
Iron	Mg/kg	43.65	47.97	32.26	34.69
Zinc	Mg/kg	20.70	26.73	15.30	20.07

6.1.4. Labelling and marking requirements

Wheat bread shall be clearly and legibly marked with the following particulars:

- name and physical address of the manufacturer of the wheat bread
- name of the product



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- c. class and mass of the wheat bread
- d. clearly visible fortification logo
- e. manufacturing and best before date of the product
- f. batch identification code



6.1.4.1. Requirements for hamburger buns (white, brown, and whole-wheat)

- a. hamburger bun shall be fresh, well-made and contain only ingredients of the highest quality.
- b. shall have a soft texture and no colorants should be added in the product.
- c. each hamburger bun should have a weight of between 52g to 75g.
- d. should be 6 hamburger buns in a pack and have a weight between 312g and 450g.
- e. diameter of ± 80 mm and height of ± 45 mm



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6.1.4.2. Requirements for hot dog rolls (white, brown, and whole-wheat)

- a. shall be fresh, well-made and contain only ingredients of the highest quality.
- b. each hot dog roll should have a weight of between 52g to 75g.
- c. length of 150mm -200mm and height of 30mm to 40mm
- d. should be in a pack of 6 with a weight between 312g and 450g.

6.1.5. Labelling and marking requirements

- a. marking shall be clearly visible and legible.
- b. name and physical address of the manufacturer
- c. name of the product
- d. class and mass
- e. manufacturing and best before date of the product
- f. batch identification code

7. General requirements

7.1. Appearance requirements

- a. The products delivered shall be aesthetically pleasing free from any ropiness, grits and other foreign matter and shall meet hygienic packaging requirements which take into account the absence of damage or deterioration due to transportation.

7.2 Packaging requirements

- a. Packaging of fresh bread shall be individually packed, intact, clean, suitable, and strong enough for the packaging and normal handling of bread.
- b. Strong transparent/Clear see-through plastic bags should be used for packaging.
- c. Not impact on taste or cause odors or cause alteration to the products.
- d. Packaging of fresh rolls and buns should be 6 in a pack.

7.3 Labelling requirements

- a. Product name, weight, nutritional information, food fortification logo, company name and best-before date should be clearly visible on the packaging for bread.

7.4 Transportation requirements

- a. All products shall be transported as per the requirements of Regulation 638 of 22 June 2018: regulations governing general hygiene requirements for food premises, the transport of food and related matters.
- b. The transport of bread, buns and rolls shall not be transported at the same time with any other item that may contaminate food.
- c. Products to be delivered with a dustproof insulated transport.



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- d. Personnel hygiene and cleanliness should also be strictly adhered to by the delivery driver and personnel. Delivery personnel to be PPE compliant.
- e. All products shall be delivered between 07h00 and 15h00 on the date and place as specified by the end user on the delivery schedule.

7.5 Shelf life

- a. Upon delivery, all products must have at least 3 days' shelf life before the date of expiry.

8. Quality requirements

8.1. General description (including customer specific requirement)

The service provider shall ensure that employees working in hygiene areas are educated and trained regarding:

- a. General principles of health and communicable diseases
- b. Good manufacturing practices, good hygiene practices, cleaning and sanitation procedures.

Personal safety

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

8.2. Sample testing

- a. Microbiological and chemical (micronutrients) testing of a representative sample should be conducted in a SANAS accredited laboratory and Certificate of Analysis (COA) should be available upon request by the department on the commencement of the contract. COA should not be older than 6 months.

9. Environmental conditions

- a. All packaging material shall be environmentally friendly and recyclable.
- b. All the products delivered shall be of superior quality and fit for human consumption, and, when used properly in accordance with any written instructions notified to the End user by the Service Provider, will not present an environmental or health risk.

10. Project Management

- a. The service provider must have in the employment a dedicated person who will oversee and take full responsibility for managing and ensuring effective administration of the project.
- b. The Service provider is expected to set up a team that will be responsible for order processing and customer communication, attend to customer complaints, compile reports, and give recommendations where necessary.



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- c. The dedicated person must ensure that product delivery to the department (end-user) is according to the schedule with specified dates of delivery. Any deviations should be communicated to the end-user in advance.

11. Schedule of Constraints

- a. Delivery shall be mutually agreed between the service provider and the institutions concerned. The schedule may include weekends and holidays which must be taken into account by the service provider in order to prevent unnecessary delays or non-deliveries.
- b. All schedules provided are to be strictly adhered to as this is part of their nutritional planning and in most cases would not have alternative replacements for the items requested. All deviations from the schedule must be communicated to GPT and the End User in advance.

Table 5 PRODUCT LIST AND ESTIMATED QUANTITIES FOR 36 MONTHS

Master Number	Product Description	Estimated Quantities for 36 months
103380	Bread brown sliced 700g	3,807,302
103224	Bread brown unsliced 700g	49, 071
103382	Bread white sliced 700g	117, 597
103235	Bread white unsliced 700g	6, 518
110331	Hamburger Bun brown 60g 6/pack (360g)	40 273
121178	Hamburger Bun brown 75g 6/pack (450g)	NEW ITEM
167884	Hamburger Bun white 60g 6/pack (360g)	111 496
121169	Hamburger Bun white 75g 6/ pack (450g)	NEW ITEM
167885	Hamburger Bun whole wheat 90g 6/pack	18, 145
109443	Hotdog Roll brown 75g 6/pack (450g)	16,800
167880	Hotdog Roll white 75g 6/pack (450g)	47, 566
167882	Hotdog Roll whole wheat 80g 6/pack 480g	2,650
103381	Bread sliced whole wheat 800g	284, 006
157983	Bread white sliced low sodium 800g	1,240



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12. EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022 in two stages:

- Stage 1A: Mandatory Administrative Responsiveness Evaluation
- Stage 1B: Functionality Evaluation Criteria
- Stage 1C: Site Visit Evaluation Criteria: Office
- Stage 1D: Site Visit Evaluation Criteria: Source of Supply/Manufacture

Stage 2: The 90/10 preference point system, which is applicable to bids with a Rand value above R50 million (all applicable taxes included), shall be applied, where a maximum of 90 points will be allocated for price and a maximum of 10 for specific goals (BBBEE level of contribution) in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE EVALUATION

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

1. Compulsory Standard Bidding Documents

The bidders must complete, sign, and submit the following Standard Bidding Documents that are compulsory.

- a. SBD 01: Invitation to Bid
- b. SBD 4: Bidders Disclosure
- c. SBD 3.1: Price Schedule – Goods Firm Prices
- d. SBD 3.2: Price Schedule – Goods Non-Firm Prices
- e. SBD 6.1: Preference Points Claim Form in terms of PPR 2022

2. Certificate of Acceptability (R638)

A Valid Copy of the Certificate of Acceptability (R638) must be submitted from the organization that will be manufacturing and/or storing / distributing the product.



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3. Valid letter of commitment:

Bidders who are sourcing products from another company should submit a valid letter of commitment from the Principal Company formalizing the Agreement between the two companies regarding the supply and delivery of the products. (Letter must be signed by both parties).

OR

If the bidder is a manufacturer (not sourcing products from another company), a confirmation letter stating that products will be produced and distributed from own facility should be attached. (Letter must be signed)

4. Quality Standard Certification: (Quality Standard Certification must be submitted from the organization that will be manufacturing and/or storing / distributing the product)

- a. ISO 9001:2015 / SANS 9001:2015 "Requirement for Quality Management Systems" **OR**
- b. SANS 10330:2020 "Requirements for Hazard Analysis and Critical Control Point (HACCP) System" **OR**
- c. Food Safety System Certification FSSC 22000 v5.1 **OR**
- d. ISO 22000:2018 "Food Safety Management Systems – Requirements for any organisation in the food chain"

5. Compulsory Briefing Session

The bidders are requested to attend a compulsory briefing session to address and clarify any misunderstanding or ambiguity prior to the proposal submission closing date. If a bidder does not attend the compulsory briefing session, the bidder shall be regarded as non-responsive and excluded from the bid. The Briefing Session Certificate will be stamped and issued to the bidders who attended. Minutes of all proceedings during the compulsory briefing session shall be recorded and be binding.

6. District Selection

- I. Bidders will be considered for one (01) District which they **MUST** select with an **(X)** as their primary District.
- II. Bidders **MAY** select with an **(X)** a secondary District which will only be considered if there are no suitable qualifying bidders in other Districts.
- III. Note that the pricing must be in line with the district selected. **(Primary and Secondary)**



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

NOTE: Bidders that do not comply with the above requirements will be eliminated and will be regarded as non-responsive

STAGE 1B: FUNCTIONALITY EVALUATION

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

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

Table 6. Stage 1B Functionality Evaluation (21) POINTS)

Suppliers are requested to include with the tender document all the information requested below:

Criterion	Comment	Points
Transportation	<p>Documented proof of fleet for normal and emergency deliveries (own) or proof of agreement with 3rd party (outsourced) formalising the delivery arrangement: (Information regarding the availability of transport will be verified on site visit, should the transport not be found or does not meet the requirement, the bidder will be eliminated)</p> <ul style="list-style-type: none"> No proof of ownership documents or agreement letter provided (0) Registration documents of ownership (Proof of registration document should indicate that the transportation is insulated) (8) OR Outsourced transportation with signed proof of agreement letter (Proof of agreement letter should indicate that the transportation is insulated, and it must be signed by both parties) (8) 	8



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Order processing	Provide a comprehensive ordering process with reference to the points below: <ul style="list-style-type: none"> • No information provided. (0) • Order received by fax or e-mail or fax to e-mail or internet (2) • Acknowledge and prepare the order (verify with the customer and confirm delivery date), (2) • Generate and produce proof of delivery (1) • Invoicing of goods delivered (1) 	6
	Lead time for emergency orders from receipt of purchase order to delivery of goods and services <ul style="list-style-type: none"> • 3 days and more and no emergency lead time provided (0) • 2 days (1) • 1 day (2) 	2
Company experience The bidders must provide references or testimonial letters on the letterheads of where the bidder has supplied and delivered the for perishable and non-perishable food.	Proof of similar work done by the organization not older than 3 years should be attached for perishable and non-perishable food. <ul style="list-style-type: none"> • No proof attached (0) • 1 Reference/testimonial letter supported by purchase order (1) • 2 Reference/ testimonial letters supported by purchase order from different organizations (2) • 3 Reference/ testimonial letters supported by purchase order from different organizations (3) • 4 Reference/ testimonial letters supported by purchase order from different organizations (4) • 5 Reference/ testimonial letters supported by purchase order from different organizations (5) 	5
TOTAL POINTS		21
MINIMUM THRESHOLD		15

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



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STAGE 1C: SITE VISIT EVALUATION

Only bidders who have complied with all the Stage 1B: Functionality Evaluation will be considered for the Site Visit Evaluation.

The Gauteng Department of Health reserves the right to conduct a Site Visit Evaluation. The Department shall establish general information during the evaluation of the site regarding their business functionality and organisational capacity and operations during the evaluations of the bidder's operational site/s.

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

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation, based on the criteria, as per Table 7. The Site Visit Evaluation for the Supply and Delivery of Bread, Rolls, and Buns to the Gauteng Department of Health Institutions for a period of 36 months.

STAGE 1C: SITE VISIT EVALUATION: OFFICE (21 POINTS)

Table 7. A total of 21 points is allocated for stage 1C and a minimum threshold of 15 points.

<u>OFFICE</u>		
Criterion	Comments	Points
Human resource management	Staff compliment: <ul style="list-style-type: none"> • No information on staff provided (0) • No staff, but have a database of people ready for employment (2) or • Have staff including their job description in place and contract of employment signed by employer and employee (4) • 	4
Identification and traceability	Products should be traceable and identifiable back to the manufacturer. <ul style="list-style-type: none"> • No traceability and identification policy in place (0) • Explanation of how product will be identified and traced (2) • Identification and traceability policy (2) • Purchase order (order number, product description, quantity, delivery date) (1) • Delivery note /invoice from manufacturer (batch number, order number, product description, quantity) (1) delivery invoice from the distributor 	7



TERMS OF REFERENCE OF GT/GDH/097/2023 - FOR THE SUPPLY AND DELIVERY OF BREAD, ROLLS, AND BUNS TO GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.

	(batch number, order number, product description, quantity) (1)	
Customer service	<p>Effective means of communicating with the end user (Order handling, amendments or any enquiries)</p> <ul style="list-style-type: none"> No means of communication (0) Telephone/ cellular phone/ Facsimile or fax to e-mail/ internet or e-mail with a dedicated person (1) or Telephone/ cellular phone/ Facsimile or fax to e-mail/ internet and e-mail available with a dedicated person (2) 	2
	<p>Measures in place to ensure customer satisfaction is met.</p> <ul style="list-style-type: none"> No customer satisfaction measure in place (0) Explanation on how customer satisfaction will be implemented (1) Meeting with the customer and records of minutes must be presented as proof (1) Records of regular customer survey questionnaire completed, signed, and stamped by the customer (2) 	4
	<p>Customer complaints procedures should be available and documented. Has the organization developed & implemented a corrective & preventative procedure.</p> <ul style="list-style-type: none"> No documents for customer complaint handling in place (0) Explanation on how the customer complaints will be handled including turnaround time (1) Customer complaints procedure/policy (1) Documented proof of corrective action and preventative action request form (1) Proof of completed and documented customer complaint with corrective action including preventive action (1) 	4
TOTAL POINTS		21
MINIMUM THRESHOLD		15

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



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STAGE 1D: SITE VISIT EVALUATION-SOURCE OF SUPPLY / MANUFACTURER

Only bidders who have complied with all the Stage 1C: Site Visit: Office Evaluation will be considered for Stage 1D Site Visit: Source of Supply /Manufacturer.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids for the Site Visit Evaluation: Source of Supply /Manufacturer, based on the criteria, as per Table 8 The Site Visit Evaluation for the Supply and Delivery of Bread, Rolls and Buns to Gauteng Department of Health Institutions for a period of three years.

Table 8. STAGE 1D: Site Visit-Source of Supply / Manufacturer

SOURCE OF SUPPLY/MANUFACTURER		
Criterion	Comments	Points
Human resource management	<p>Is the staff competent to do the work on the basis of education and training?</p> <ul style="list-style-type: none"> • No documented records of training in place (0) • Standard operating procedure (SOP), (1) • Yearly training schedule/plan, (1) • Attendance register (1) • Certificates or assessment records (1) 	4
Personal hygiene	<p>Does the organization have a documented personal hygiene policy?</p> <ul style="list-style-type: none"> • No personal hygiene policy in place (0) • Personal hygiene policy signed by all employees (2) 	6
	<p>Personal appearance</p> <ul style="list-style-type: none"> • No Personnel protective clothing (PPE) worn by all staff working in the process (0) • All Personnel protective clothing (PPE) should be available and worn by all staff working in the process: (gloves, disposable caps, aprons and footwear must be clean and in good condition) (4) 	
Purchasing process	<p>Purchasing process (incoming raw material)</p> <ul style="list-style-type: none"> • No procedures (0) • Selection criteria (2) • Approved supplier list (2) • Supplier evaluation (2) 	6
Identification and Traceability	<p>Clear demonstration including documentation on how product will be identified and traced; (4)</p> <ul style="list-style-type: none"> • No traceability and identification system in place (0) • Documented Standard Operating Procedure (SOP) for Identification and Traceability system (2) 	6



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	<ul style="list-style-type: none"> Documented evidence (records of product batches in relation to batches of incoming raw material, production process, packaging and distribution records) (4) 	
Production processes for wheat bread, buns and rolls	<p>Documented production processes to ensure consistency of the final product</p> <ul style="list-style-type: none"> No production processes (0) Wheat bread process (4) <p>ingredient preparation, dough mixing, fermentation, dividing, rounding, moulding, panning, baking, cooling and packaging (all should be documented)</p> <ul style="list-style-type: none"> Hamburger buns process (4) <p>ingredient preparation, dough mixing, fermentation, dividing, rounding, moulding, panning, baking, cooling and packaging (all should be documented)</p> <ul style="list-style-type: none"> Hot dog rolls process (4) <p>ingredient preparation, dough mixing, fermentation, dividing, rounding, moulding, panning, baking, cooling and packaging (all should be documented)</p>	12
Product analysis	<p>Microbiological and chemical testing of a representative samples should be conducted in a SANAS accredited laboratory (6 monthly)</p> <ul style="list-style-type: none"> No Microbiological analysis and Chemical analysis report (0) Microbiological analysis and Chemical analysis conducted in a non- accredited laboratory report (3) or Microbiological analysis and Chemical analysis conducted in a SANAS accredited laboratory report (6) 	6
Housekeeping	<p>Organization should have a Pest Control Programme in place.</p> <ul style="list-style-type: none"> No programme in place (0) Documented Standard Operating Procedure (1) Registered pest control contractor & COIDA certificate (all information should be available on the hard copy file Method of application & frequency, Pesticides used should be organic approved & MSDS, map of baiting station (all the above should be available) (2) <p>Valid certificates of pest controllers registered from GDARD, monthly service records, corrective action where necessary (all of the above should be available) (2)</p> <hr/> <p>Organization should have Cleaning Programme in place.</p> <ul style="list-style-type: none"> No cleaning programme in place (0) Documented Standard Operating Procedure (SOP) /cleaning programme (Method of cleaning & cleaning frequency, equipment used, chemicals used, and 	15



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	<p>Material Safety Data Sheets should be all documented (4)</p> <ul style="list-style-type: none"> Daily/ weekly cleaning checklist (2) <p>Factory (overall cleanliness) should be up to standard and acceptable.</p> <ul style="list-style-type: none"> Factory is kept in an untidy and unacceptable condition (0) Overall cleanliness of the Factory with reference to the documented standard operating procedure (SOP) cleaning programme and daily/weekly checklist (4) 	
Packaging and labelling	<p>All products should be packaged & labelled as per standards, Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)</p> <ul style="list-style-type: none"> No packaging and labelling policy in place (0) Packaging and labelling policy in place (1) Name and address of the manufacturer, name of the product, special storage conditions, class, weight, best before date/use by date/sell by date, and batch code identification (Clear labelling) (2) 	3
TOTAL POINTS		58
MINIMUM THRESHOLD		40

Any supplier scoring less than the threshold during this stage shall be disqualified.

STAGE 2: PRICE AND SPECIFIC GOALS EVALUATION

Only bidders who have complied with all the previous stages (Stage 1A, 1B, 1C, and 1D) of evaluation will be considered for the Price and Specific goals evaluation.

Only bidders who have complied with all the site visits of evaluation will be considered for the price evaluation.

The 90/10 preference point system, which is applicable to bids with a Rand value above R 50 million and more (with all applicable taxes included), shall be applied, where a maximum of 90 points will be allocated for price and maximum of 10 for specific goals in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations of 2022 and the Gauteng Department of Health Preferential Procurement Policy of 2022.

Bidders are also required to complete the SBD 3.1, SBD 3.2 and Annexure B for pricing schedule and the SBD 6.1 for the Preference Point System.

The preference points system that will be utilised is the 90/10 principle.



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The maximum points for this tender are allocated as follows:

Table 9: Preference points and specific goal system

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific goals	100

Table 10. The maximum points for this tender are allocated as follows:

Price and Specific Goal requirements	Points	Documentary Proof
POINTS FOR PRICE	90	SBD 3.1, SB2 3.2 and Annexure B (Pricing Schedule)
POINTS FOR SPECIFIC GOAL (2): RDP goal (2) (c) The Promotion of SMMEs	5	Bidder must submit a sworn affidavit commissioned by a Commissioner of Oaths, (the template can be downloaded from the CIPC or DTI websites).
POINTS FOR SPECIFIC GOAL (2): RDP goal (2) (g) The promotion of enterprises located in a specific municipal area for work to be done or service to be rendered.	5	Bidder must submit municipal account registered in the name of the tenderer. 1) A valid lease agreement; or 2) Affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost. i) Where the tenderer is the owner of the property of the business. ii) Where the tenderer is not the owner of the property of the business. The Bidders must provide proof of their Locality within the boundaries of Gauteng municipality as follow: 1. Johannesburg 2. Tshwane 3. Ekurhuleni 4. Sedibeng 5. West Rand
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	

Failure by the bidder not to submit proof or documentation required in terms of this tender as stated on table 10, will forfeit preference points for specific goals.



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

13. SPECIAL CONDITIONS OF THE CONTRACT

13.1 Content

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

13.2 Cession

Cession will be handled in accordance with the instruction Note no. 8 of 2022/2023.

13.3 Use of fluid correcting substances

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

13.4 Payment Terms

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.

13.5 Travel

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

13.6 Lines of Communication and Reporting

The appointed Service Provider will be required to report to the designated GDOH official located at the Facilities Unit, who will be introduced to the successful Service Provider on appointment.

13.7 Applicable regulation or Standard

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

13.8 Urgent Orders

Bidder must be able to handle unscheduled and urgent orders within 24 hours. Compliance to this specification does not in itself confer immunity from legal obligations.



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13.9 The conditions of the bid award

- a. The Bid will be awarded per district to a bidder who scored the highest combined points for price and specific goals out of 100 points.
- b. The Gauteng Department of Health reserves the right not to award or cancel the bid
- c. The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the market price.
- d. In case where two or more bidders scored the equal points for price and preference, the bid will be awarded to a bidder who scored more points for functionality.
- e. Bidders are required to register with National Treasury Central Supplier Database.
- f. The Gauteng Department of Health reserves the right to do due diligence evaluation of the selected bidder/s.
- g. Bidders should quote for all the items, bidders who do not quote for all items will be eliminated.
- h. The Gauteng Department of Health reserves the right to award per district.
- i. The successful bidder must be tax compliant at the awarding of the bid.

13.10 Deliveries

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

13.11 Delivery Period

- a. The bidders must state a delivery period that is firm for the duration of the contract.
- b. Successful bidders must adhere strictly to the agreed delivery periods in respect of items awarded to them in accordance with the signed contract and the special conditions and requirements of the contract.
- c. Should the successful bidder fail to adhere strictly to the agreed delivery periods, the Gauteng Department of Health reserves the right, without notice, to purchase similar supplies from another supplier.
- d. The contractor shall bear any adverse difference in price of the said supplies or services and these amounts plus any other damages, which may be suffered by the Department shall be paid by the contractor to the Department immediately on demand, or the Department may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amount due to him;
Or
- e. If the contractor fails to supply the goods or render the service within the period stipulated in the contract, the Department shall have the right, unless otherwise

**TERMS OF REFERENCE OF GT/GDH/097/2023 - FOR THE SUPPLY AND DELIVERY OF BREAD, ROLLS, AND BUNS TO GAUTENG DEPARTMENT OF HEALTH INSTITUTIONS FOR A PERIOD OF THREE YEARS.**

directed by the Department, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one-fourteenth percent (1/14%) thereof per day for the period of delay or to claim any damages or loss use of the completed portion is enjoyed, the penalty shall be applied to the value of the outstanding portion only.

13.12 Fronting

- a. The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- c. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist.
- d. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

13.13 Counter conditions

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

13.14 Contract period

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

13.15 Validity Period

This bid will be valid for 90 days after the closing date.

13.16 Mergers, take overs and changes in supplier detail.

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



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- c. A contracted supplier must inform the Department of Health within 7 days of any changes of address, name, or banking details.

13.17 Third parties

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

13.18 Post award reporting

Historical Data:

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

13.19 PRICE SCHEDULE

- a. The bidders must complete the Price Schedule as follows:
- b. Completed Price Schedule document, referred to as the tender pack as well as an electronic copy in Word format (PDF), captured and saved on a memory stick.
 - 1) SBD 3.1: Price Schedule – Goods Firm Prices
 - 2) SBD 3.2: Price Schedule – Goods Non-Firm Prices
 - 3) Annexure A: Price Schedule
 - 4) SBD 6.1 Preference Points Claim form in terms of PPR 2022
- c. Hard Copy Format:
The original (hard copy) must be written clearly and legibly.
 - 1) Soft Copy Format:
The electronic (soft copy) must be submitted on a memory stick to the Gauteng Provincial Treasury Tender Office. The memory stick must be clearly marked with the Company Name and tender number.
 - 2) The Price Schedule in the Specification document format that is attached below must be completed in order to submit it in original.
 - 3) The bidders must ensure that there are no discrepancies between the electronic (soft copy) saved on a memory stick and the original hard copy submissions of the Price Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.
 - 4) Each original bid with the memory stick must be submitted in a one, sealed envelope to Gauteng Provincial Treasury, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope.



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- d. For the purpose of this tender the province has been divided into five (5) District where the services are required, and institutions are grouped according to district.
- e. Bidders are required to bid per loaf, pack of Buns and pack of rolls as per Annexure A (pricing Schedule).

13.20 TECHNICAL ENQUIRIES

Technical queries must be emailed to:

Mr. Tshifhiwa Mashamba

Tshifhiwa.Mashamba@gauteng.gov.za

Supply Chain queries must be emailed to:

Mr. Sheriff Lecholo

Sheriff.Lecholo@gauteng.gov.za

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:	
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Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
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20. Subcontracts
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22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)