

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		Request for Proposal				Page 1 of 4				
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME		
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 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.



Provincial Supply Chain Management

Request for Proposal

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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

Request for Proposal

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

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PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

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



GAUTENG PROVINCE
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

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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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	
------------	--	-----------	--

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

Full Name	Identity Number	Name of State institution

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

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- 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)

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

Signature		Date	
Position		Name of Bidder	



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Briefing Session

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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								
DELIVERY ADDRESS								
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 BRIEFING SESSION WAS UNDERSTOOD.

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

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

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

GPT STAMP



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Special Conditions

Page 1 of 3

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY “√”

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

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



GAUTENG PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE SUPPLY, DELIVERY

AND INSTALLATION OF AGRO-PROCESSING MACHINERIES AND

EQUIPMENTS IN GAUTENG PROVINCE

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1. BACKGROUND

The agro-processing sector in Gauteng has the potential to become an industrial impetus that can create jobs and address some of the Province's macro-economic challenges. Agro-processing is defined as a manufacturing subdivision, which processes raw materials and intermediate products derived from primary production and cultivation in the agricultural sector. This includes products that originate from agriculture, forestry, and fisheries¹. In South Africa, several government interventions and investments are geared towards growing this industry, thus giving a solid foundation for the empowerment of stakeholders, such as smallholder enterprises to participate in the mainstream economy of the Province.

One of the most important features of any industry is the degree to which it is able to generate demand for the products of other industries. Agro-processing is known for its strong up- and downstream linkages. Upstream, the sector links to primary agriculture across a variety of farming activities and products. Downstream, agro-processing outputs are both intermediate products to which further value is added and final goods that are marketed through wholesale and retail chains.

The **key benefits** that will be realised through the implementation of the Gauteng Agro-processing Strategy includes:

- **Job opportunities** in the entire value chain of the agriculture sector
- **Promotion and investment** in the agro-processing sector of the Gauteng Province
- **Improvement in competitiveness** of the local economy by optimally using the local resource base and locational advantages
- Stronger **integration between the different economic sectors** of the Province
- Enhancement of local **businesses/enterprises and skills development** for the agro-processing industries
- Promotion of **overall growth and development** of the agro-processing industries.

The Gauteng Department of Agriculture and Rural Development (GDARDE) in the sixth (6th) administration, has developed 4 priority areas in line with the State of the Province Address (SOPA) delivered by Premier David Makhura, namely:

- Commercialisation of the agri-food value chain
- Agroprocessing

¹ Food and Agriculture Organization of the United Nations. 1997. The State of Food and Agriculture 1997 <http://www.fao.org/docrep/w5800e/w5800e00.htm>

- Environmental Sustainability
- Development of a Solidarity Economy

In line with the above priorities, in particular the Commercialisation of the agri-food value chain and agroprocessing, the Department has taken a decision to support agroprocessing entrepreneurs in the Province with machinery and equipment necessary to enhance their businesses. These priorities are in line with the rowing Gauteng Together (GGT) 2030 programme.

2. DEFINITION OF AGRO PROCESSING

A common definition of agroprocessing refers to the subset of manufacturing that processes raw materials and intermediate products derived from the agricultural sector. Agroprocessing industry thus means transforming products originating from agriculture, forestry and fisheries into readily consumable products. Generally, the agroprocessing techniques include blanching, dehydrating, canning, freezing, fermenting and pickling, and irradiating. However, a broader definition of agroprocessing refers to all post-harvest activities ranging from sorting, cleaning and packaging to activities having to do with livestock slaughter, cold storage and transportation to markets.

2.1 GAUTENG AGRO-PROCESSING INDUSTRY

The distinction between primary agricultural production and manufacturing is narrowing as we see increasing vertical integration from primary agriculture into agro-processing industries (Goulet, 2003).² In South Africa, agro-processing and, in particular, food processing has grown more rapidly than the overall economic growth rate, and more rapidly than manufacturing as a whole. The food processing value-add in 2014 (in constant 2010 prices) was 34% higher than in 2004, more than double the 15% increase in real value added by the manufacturing sector as a whole over the same period. Food processing is playing an increasingly important role in building manufacturing capabilities and driving growth.

The ability of agro-processing to “pull” overall economic growth is strengthened by its strong potential linkages with other industries. These include backward linkages extending to primary agriculture, the manufacture of capital equipment, and chemicals inputs, and forward linkages extending to packaging industries, chemicals industries, and services such as transport,

² Agro-processing is defined as the subset of manufacturing that processes raw materials and intermediate products derived from the agricultural sector, forestry and fisheries (FAO, 1997). It encompasses both food and non-food products, including leather, textiles, and paper and pulp. The most significant difference between agro-processing and other industrial subsectors is the perishable nature of the raw material, which affects location, transport, and storage decisions

marketing and retail. As one of manufacturing's largest sub sectors, agro-processing holds significant capacity and potential to generate inclusive growth.

However, the agro-processing sector is still concentrated and characterised by significant barriers to entry and expansion. The concentration in agro-processing value chains has also been associated with anti-competitive conduct and supra-competitive pricing to the detriment of consumers (Ncube, Nkhnjera, Paremoer, & Zengeni, 2015).³ The National Development Plan identifies historically high levels of concentration in agricultural value chains, high and increasing levels of vertical integration between agriculture and agro-processing, access to infrastructure (specifically irrigation and farming equipment) and lack of access to consumer markets as significant constraints to entry and growth in the sector. The need to unlock markets, facilitate disruptive entrants and allow for greater economic participation is obviously a key concern in agro-processing value chains in particular and provides the backdrop against which the interventions in this sector strategy are proposed.

2.2 THE NEED FOR AGRO PROCESSING SUPPORT

The National Development Plan (NDP) and the Industrial Policy Action Plan (IPAP) identifies the potential of agroprocessing to spur growth and development through backward and forward linkages with other sectors of the economy. Furthermore, agroprocessing sector has highest employment multipliers in the economy. However, agroprocessing sector remains largely concentrated meaning entry and participation of small and medium enterprises remains limited. The contribution of small and medium enterprises (SMEs) towards national development objectives of reducing unemployment and poverty is well-documented emphasising the need for a focused approach by government to strategically support and develop manufacturing industry in general and agroprocessing industry in particular (NDP, 2013; IPAP, 2017).

3. OBJECTIVE

To provide entrepreneurial support to small and medium agroprocessors through investment in agroprocessing equipment and machinery to promote township economic revitalization. The equipment and machinery will be in three agroprocessing sub-sectors, namely grain processing, horticulture (fruit and vegetables) as well as meat processing.

³ For further discussion of barriers to entry in the agro-processing sector in South Africa see CCRED Working Paper 2016/1 available at <http://www.competition.org.za/working-papers/>

4. SCOPE OF WORK FOR THE OVERALL PROJECT

This terms of reference covers the technical requirements for the supply, delivery and installation of agroprocessing machinery and equipment, as outlined in the paragraph below. In addition to providing the required deliverables, bidders must provide the following additional services, as part of their delivery strategy:

- 1) Supply, deliver and install each agroprocessing equipment and machinery with a minimum of 12-month manufacturer's warranty.
- 2) Provide training with operational manual outlining the operation of each agroprocessing machinery and equipment.
- 3) Render a minimum of 12-month maintenance and service contract, as well as technical support on each agroprocessing machinery supplied.
- 4) Commission each agroprocessing machinery and equipment supplied.

5. PROJECT DELIVERABLES

There are three (3) required deliverables for this project. Bidders are requested to indicate for which of the three (3) deliverable(s) they are bidding. The Bidder must provide their bid proposal and **cost per their selected deliverable/s**, outlined in the specifications, as per **ANNEXURE A, B and C** below.

Bidders to indicate (by ticking the box) which one(s) of the three (3) deliverables they are bidding for from the list below.

ANNEXURE A	DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY	
ANNEXURE B	DELIVERABLE 2: SUPPLY, DELIVERY AND INSTALLATION OF FRUIT AND VEGETABLE PROCESSING EQUIPMENT AND MACHINERY	
ANNEXURE C	DELIVERABLE 3: SUPPLY, DELIVERY AND INSTALLATION OF MEAT PROCESSING EQUIPMENT AND MACHINERY	

Note: *The Bidder must ensure that their experience as indicated at the Functional Evaluation section, is aligned to the preferred nature of work selected.*

5.1 ANNEXURE A:

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
1.	LOW TEMPERATURE MULTIPLEX SYSTEM FOR MANUFACTURING PET FOODS Specifications: • <u>Refrigeration Multiplex supplying the cooling capacity to three (3) blast freezers and a holding freezer.</u> - 1 x Big Freeze Drier blasts that has capacity for 500kg of product in four (4) hours each at -40; - 1 x three-compressor multiplex that is expandable to four (4) compressors with three (3) condensers; - The multiplex should have two stage low temperature compressors. The compressors should have liquid sub cooling to help reach the low temperatures; - The multiplex should have all of the required refrigeration safety systems such as, HP/LP switches, pressure release valves, low liquid sensors, suction and liquid filters; and - The rack should be controlled by an electronic rack controller that is linked to a PC and can be controlled remotely. • <u>Rack:</u> - The racks should be indoor type with a remote trading panel. - Refrigerant - The system should have the only 3 compressors but with space for the fourth one should we wish to add additional rooms at a later stage. - Control should be done with a control system that is operated from the existing computer. - All expansion valves should be electronic. - The electronic expansion valves should offer a massive energy saving. - The suction lines should have armaflex insulation / equivalent and all pipes should be bracketed in accordance with best practice. - The liquid lines should all be new and also be insulated. - The defrosting must also be controlled from the system. • <u>Evaporator Coils:</u> - The coils have been sized for the correct capacity as well as for efficiency in the various rooms. Each coil will have an additional filter drier to protect the electronic valve. All coils must be new. - Existing freeze drier room 1: Evaporator: (2 fan 630mm coil) - Existing freeze drier room 2: Evaporator: (2 fan 630mm coil) - Existing freeze drier room 3: Evaporator: (4 fan 630mm coil)	01

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	- New freeze drier room: Evaporator: (4 fan 630mm coil) - New Holding Freezer: Evaporator: (2 fan 500mm coil) • <u>Electrical Specifications:</u> - All cables should be run on cable trays where possible. - All of the new electrical circuits should have required electrical protection. - Phase failure, over and under protection for all new machines electrical circuits. - Electronic temperature and defrost control for each system. There should only be one PC for both systems. This Helps with logging of the temperatures for audits and saves a lot on energy - Each area should have a cleaning switch for easy control for cleaning - All systems should be installed, commissioned and issued with a Compliance Certificate.	
2.	BAKERY EQUIPMENT	02
2.1	Baking Oven with Double Racks and 64 Trays • Oven size 1650mm x 815mm x 1530mm (H)	02
2.2	120 kg Dough maker Specifications: • Bowl capacity: 40 litres • Capacity in flour (60% water): 25kg • Bowl dimensions: 452mm x 260mm External dimensions: • Width: 480mm • Depth: 820mm • Height: 740mm • Net weight: 105kg	02
2.3	4/30 bun divider/rounder, 40kg-120kg dough range • Capacity: 48 litre • Dough/hour: 128kg • Power supply: 400V • Motor power: 1.5kW • Weight: 97.4kg • Dimmension: 480mm x 805mm x 825mm	02
2.4	Roll moulder • Electric power: 220V • 415V Motor - 0.75kW • Cylinder: 2 x 600mm • Packing: 1040mm (L) x 670mm (B) x 1500mm (H)	02

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	- Net weight: 270kg - Dimession: 1020mm (W) x 1250mm (D) x 1210mm (H)	
2.5	48-cup muffin tray standard Dimensions: 800mm x 600mm (each cup is 2¾" wide x 1¼" deep with a bakeable capacity of ¼ to ⅓ cup) made of steel and aluminum.	02
2.6	Cake mixer - Size: 35.6cm (L) x 38cm (W) x 1100cm (H) - Weight: 10.4kg - Bowl size: 6.7 litre - Cake capacity: 4.55kg - Cake flour capacity: 910g	02
2.7	Cake mixer stand - Size: 520mm x 420mm x 760mm - Bowl Volume: 20 litre - Weight: 78kg - Voltage: 220V-240V - Power: 1.1kW - Capacity: 6kg - Mixing Speed: 105 rpm	02
2.8	Hydraulic dough divider - Width: 610mm - Depth: 699mm - Height: 1102mm - Weight: 800g	02
2.9	Bread moulder - Electric power: 50hz - Motor: 0.75kw - Capacity: 1000 pcs/h-3000pcs/h - Belt width: 300kg-1000kg - Weight: 220kg - Dimension: 680mm (W) x 1360mm (D) x 1100mm (H)	02
2.10	120 Loaf platform - Power: 600W - Supply Voltage: 380V - Control Voltage: 220V - Weight: 1150kg - Baking capacity: 18 trays 600mm x 800mm - Dimensions: 1900mm (W) X 1280mm (D) x 2450mm (H)	02

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
2.11	Bread pan 800g plain 270mm x 100mm x 115mm - Overall 474mm x 284mm - Dimension: 600mm x 400mm x 4mm - Material: Aluminium Alloy - Thickness: 2.0mm	02
2.12	Steel bread pan - Weight: 420g - Dimension: 90mm x 130mm x 100mm - Material: Cast iron	02
2.13	Confectionary platform - Dimension: 762mm (L) x 457mm (W) x 176mm (D) - Material: Stainless steel	02
2.14	Mild steel tray Dimension: 580mm (L) x 780mm (W) x 25mm (D) Material: Stainless steel	02
2.15	Steel Tray - Dimension: 600mm (L) x 400mm (W) x 300mm (D) - Material: Stainless steel	02
2.16	Bread slicer - Motor output: 0.37rpm - Blade frame: 350mm (W) x 190mm (H) - Slice thickness: 8mm-16mm - Dimension: 570mm (W) x 540mm (D) x 110mm (H)	02
2.17	Cake Display 1.750mm – White - Display Unit Fridge 1200mm Temperature 2°C – 8 °C - Ambient temperature 32 °C	02
2.18	Sink Double Bowl with Stainless Steel Legs 2300mm Dimensions: 2300mm (L) x 610mm (W) x 900mm (H) Material: Stainless steel	02
2.19	Sealer - Double sealing bar: 400mm x 10mm - Voltage: 230V power = 0.75kW - Weight: 100kg	02
2.20	2.3m Table – splashback stainless steel 1.8m Stainless Steel Surface & Splash - Weight Capacity: 250kg - Grade Stainless Steel - Removable Galvanised Bottom Shelf & Legs	02

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	• Dimensions: 1800mm (L) x 600mm (W) x 850mm (D) • 100mm Splash Back • Dimensions: 1820mm (L) x 620mm (W) x 180mm (D) • Nett Weight: 30kg • Gross Weight: 32kg	
2.21	Dough Moulder • Working Efficiency: 2000pcs/h • Dough weight: 600kg • Working width: 380mm • Roller Gap adjustment: 1mm-25mm • Power: 0.75kW • Weight: 220kg • Dimension: 680mm (W) x 1680mm (D) x 1100mm (H)	02
2.22	Freezer 530 litre hard top • A Energy efficiency • Chill-in technology • Manual defrost • Multimode control panel • Mode selection - o Fridge (1°C to 8 °C) - o Chiller (-2 °C to 3 °C) - o Freezer (-24 °C to -15 °C) • New handle design and integrated lock • Marble patterned durable top • Metallic spring-loaded hinges • Roller wheels • Aluminium interior • Plastic partition as a separator and defrost drip tray • 3 x Plastic baskets • Total net capacity:481 litres • Dimensions: 860mm (H) x 1550mm (W) x 725mm (D)	02
2.23	Deck Oven 9 Tray – Triple • Capacity: 300mm • Output: 36000 BTU (10.55kW) (18000 BTU for both upper & bottom burner) • Voltage: 230V • Power: 200W • Chamber dimensions: 860mm (L) x 640mm (W) x 200mm (D)	02
2.24	Stainless Steel Mobile Tray Trolley • Four (4) wheel rack trolley with brakes • Dimensions: 620mm (L) x 740mm (W) x 1650mm (D)	02

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
2.25	Baking Tray aluminium - Power: 25.2kw - Voltage: 400V/50hz - Dimensions: 1650mm (L) x 800mm (W) x 1630mm (D) - Chamber Dimensions: 1300mm (L) x 650mm (W) x 200mm (D) - Weight: 320kg	02
2.26	Dough Mixer - Capacity: 50kg - Bowl Diameter: 70mm - Bowl Motor: 0.75kW - Spiral Hook Motor: 4.5kW - Net Weight: 475kg	02
2.27	Oven Leather 10 Red Leather Oven Mitts - Size: 400mm	02
3.	MAIZE MILLING EQUIPMENT	02
3.1	Maize De-germinator Machine - The Degerminator for detaching bran from the endosperm in maize - The machine consists of an inlet hopper, feeding screw, degerminator, separation screens and two aspiration units. - The machine must be suited to small milling operations where super refined maize meal is required. 5000-6000kg/h @ 75kW - Machine Dimensions: 2500mm (L) x 1400mm (W) x 1200mm (D) - Crate 1 - Motors x 5 @ 380V (1 x 22kW, 3 x 1.1kW, 1 x 1.5kW) - Weight: ± 1000kg	02
3.2	Aspirator and polisher 3000kg/h Machine - Aspirate and polish from 500kg/h up to 3 ton/h - Aspirator and polisher combined in one machine - Aspiration of samp before milling and packing - Polishing of samp before milling and packing - Fitted aspirator and fan - Cyclone included for bagging of germmeal and chop - Aspirator driven by 4kW motor - All the motors are three phase - Size: 1.2m (L) x 2.2m (H) x 1.3m (W) - Weight: 320kg	02
3.3	Standard auger 100mm x 3.5m, 0.75kW motor, no cable and starter x 5	02

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	• Water treatment unit • Dumping bin (small) • Package line	
3.4	Maize Milling Laboratory equipment • Auger into aspirator (100mm x 3.5m, 0.75kW, no cable and starter) • Sieve auger (100mm x 2.5m, 0.75kW motor, cable and starter included) • Wetning/Damping auger (150mm x 6m, 4kW motor, no cable and starter) • Roller stand (1m rolls, 18kW motor, Cable and Starter included) • Turbo sifter (long) • Storage bin (small) • Aspirator with motor (0.75kW motor with starter) • Pre-cleaner roll sieve (0.75kW motor with gearbox, no cable & starter) • Long auger Underneath mills (100mm x 4.4m, 1.1kW motor with gearbox, no cable, 7 starter) • Mini silo 300kg fitted on top of water auger	02
4.	FEED MILLING EQUIPMENT WITH SILOS Specifications: • Diameter: 9.16m • Ring No 10 • Stiffener No 2 (For Each Side Sheet) • Eave Height: 8.45m • Peak Height: 10.98m • Capacity (m3) 609 (28° Angle of Loading) • Capacity Ton (721 kg/m3) 465 • Side Sheet and Quality of support Side Sheet Column • Steel Quality Yield Strength Min. (N/mm2) 350 • Steel Quality Tensile Strength Min. (N/mm2) 420 • Total Amount of Galvanized Coating Min. (gr/m2) 500-650 (Both Sides) • Includes: - o Wall Plate Groove Pitch Pitch (mm) 65 - o Joint Members of Side Sheet and Column Grade 8 (10.9K) - o Roof Angle 30° - o Accessories Include roof entry cover and entry coven on 2.ring - o Silo Design Standard ANSI/ASAE 2008 (Safety Standard for Agricultural Field Equipment) - o Design Grain Density (kg/m3) 833 - o Roof Peak Loading Max. (kg) 4536	02

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	- o Wind Speed Max. (km/hr) 144 - o Seismic Zone Zone 0 • Total weight for above = 6.476 kg ❖ <u>Silo Accessories for big funnel silo</u> • Must include the total weight of 320 kg of the below ladder: - o (1) x Outside Ladder - o (1) x Inside Ladder - o (1) x Roof Ladder ❖ <u>255kg Sweep auger</u> • Length (m) 4.38 • Capacity (t/h) 30 • Product Density (kg/m³) 0.769 • Flight Diameter-T Thickness (mm) 180-3 • Flight Revolution (d/dk) 180 • Motor Power (kW) 1, 5-1450 • Propellant Eccentric Pallet 360° Revolution System • Coating Painted (Cream White) ❖ <u>839kg Aeration system channel type locked</u> • 0.08 cfm/bu airflow based on maize • (1) x 1.5kW 2900 rpm, 3 phase, 380V- 50Hz fan • (4) x Gooseneck roof vents standard ❖ <u>368kg Unloading auger set + 2m extension</u> • Certificates CE (European Conformity) • Length (mt) 6.6 + 2 • Product Intensity (kg/m³) 0,769 • Capacity t/h 50 • Pipe Diameter-Thickness/Leaf Thickness-Diameter 219/180-3 • Shaft Rpm 360 • Motor Power Kw-RPM) 5.5-1450 • Main Gate/ interm gate (Number) 1/2 (Sliding Mechanism is Included) • Coating Painted (opaque grey) ❖ <u>2,017kg Bucket Elevator - 14metric tons - C Type Reducer</u> • Certificates CE (European Conformity) • Total length 14m • Intake-Discharge Distance (m) 12.56	

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	• Capacity (t/h) 50 • Grain Density (kg/m3) 769 • Elevator Upper Flange Sheet Thickness (mm) 3, 5/2 • Elevator Lower Flange Sheet Thickness (mm) 3, 5 • Column Width x Width x Thickness (mm) 350 x 292 x 1,8 • Galvanized Coating Weight Min. (gr/m2) 350 (Total at both surface) • Upper Flange Diameter x Width (mm) / Type 530 x 300 • Lower Flange Diameter x Width (mm) 530 x 300/ Mesh Type and Bush • Belt Width (mm) 260 • Belt Quality (High Pressure solenoid valves x 3) • Belt Speed (m/sn) 1.94 • Bucket Type Maxporter 9*6 • Bucket Dimansion x Width x Depth (mm) 243 x 168 x 152 • Bucket Material: High Density Polyethylene • Backstop on gearbox • Shaft mounted helical reducer • Motor spec: 5.5 kW 1450 RPM (Revolutions per minute) ❖ <u>857kg Bucket elevator accessories</u> • Galvanized finish • Must include: - o (1) x Elevator inlet chamber - o (1) x Elevator discharge chamber - o (1) x Ladder and safety cage - o (1) x Service platform - o (2) x Elevator support connection kit ❖ <u>402kg Tube Auger</u> • Certificate CE (European Conformity) • Length (mt) 7 • Product Intensity (kg/m3) 0.769 • Capacity (t/h) 40 • Pipe Diameter-Thickness/Leaf Thickness-Diameter 219-2/ 180-3 • Shaft RPM 360 • Motor Power kW- d/d) 5, 5 -1450 • Coating Painted (paque grey) ❖ <u>400kg Spouting and Downpipe Kit</u> • (1) x Manual valve K219 • (2) x Round flowpipe 219mm	

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	• (2) x Flowpipe elbow 45° • (2) x Speed reducer 219mm • (4) x SQR-RND adapter 219mm ❖ Feed Mill: • Auger 164 x 4.5m + 2.2kW + stand • w/fan - 30kw electric 3p • Auger 165 x 4.5m + 2.2kW + stand • Hopper bin 3kbn + slides (abc) • Load cell 2t (shearbeam) • Junction box-4 cells (aluminium) • Indicator for platform scale • Auger 203(8") x 6m 4kW 3p electric • Blender 3000lt (1000kg) + unload auger • Hopper bin 3kbn +slides (abc) • Auger 165 x 4.5m + 2.2kW + stand • Pellet mill abc400 c/w 30kw (no die) • Die 8mmø for mpel 400 pellet mill • Bucket elevator 5tph 6m discharge • Pellet cooling & grading unit • Bagger – tipscale 25kg (d15) • Motor control centre /control unit	
5	1000-TON SUNFLOWER SILO	1
5.1	Intake pit 4.2m x 4.2m with drive-over grid	1
5.2	273 mm Intake Auger: • Unloading auger with sleeve unloading product from pit to bucket elevator. Installation • 15 x Galvanised bucket elevator. Installation • 1 x Work platform • Bucket elevator anchor pole • 3 x Bucket elevator anchor blocks, included in the price: - o Ladder with safety railing - o 1 x Service platform - o Gearbox with 3-phase motor • Control handle and cables • Completely galvanised	1
5.3	Feed pipes: 205 mm • Feed pipes: Only square pipes are supplied.	8
5.4	Two (2) way diverter Y 90° • 2 Way diverter feeding to two down pipes	2

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
No.	Description	Quantity
5.5	Bend 35° / 45° Bend for pipework	3
5.6	Roof adaptor Adaptor for roof intake combination.	2
5.7	Elevator Adapter combination Adaptor pipework for elevator - combination	2
5.8	Square to Round Square to round pipe	3
5.9	Swivel - Set piece for grain pipe - Top / bottom flange with cover	3
5.10	Sweep Auger for Silo – 220mm Outload Sweep Auger conveying product to center of silo	1
5.11	Outload sweep auger conveying product to centre of silo for out loading. 30-40 metric tons/hour - Outload Auger 273mm 60 metric tons/hour - Outload auger with support & sleeve - Outload auger with sleeve and support, loading out directly to trucks, bucket elevator or pit.	15
5.12	Standard Roof Auger 273mm with intake hopper - Standard auger with capacity of 60 metric tons / hour 9m auger with inlet hopper	1
5.13	Aeration Floor: Channel type - Channel aeration system complete for one (1) silo, including one (1) centrifugal fan - Aeration silo	1

5.2 ANNEXURE B:

DELIVERABLE 2: SUPPLY, DELIVERY AND INSTALLATION OF FRUIT AND VEGETABLE PROCESSING EQUIPMENT AND MACHINERY		
No.	Specification	Quantity
1.	SAUCE AND JAM BOTTLING EQUIPMENT AND MATERIAL • 2 x Manual bottle rinser with manual push down valve • Single head piston filler for sauces and jams • 4-head entry level pneumatic gravity filler • 8-head entry level pneumatic gravity filler • Pneumatic hand-held capper • 650 capacity shrink wrapping machine • Tamper-proof sealing tunnel • End of line Accumulation Table • Entry Level labelling machine	01
2.	VEGETABLE PROCESSING EQUIPMENT	05
2.1	Vegetable pack-line: • Washing Line • Vegetable Grading & Sorting Line • Vegetable Cutting Line • Vegetable Weighing and Washing Line • Vegetable Packaging Line • Vegetable & Fruit Crushing Line (Pulp & Jam)	05
2.2	Vegetable cutting machine: • Industrial induction motor for heavy duty use • Magnetic safety system and motor brake • Automatic restart of the machine with the pusher • To prepare 200-300 servings • 50 optional discs • Slicers • Ripple cut slicers • Graters • Julienne slicers • Dicing	05
2.3	French Fries cutter: • Processing capacity Up to 300kg/hr • Voltage 230V 50Hz	05
2.4	Mango pulping machine • Power 0.75kW • Single speed 375rpm • Dimensions: 690mm (W) x 340mm (D) x 360mm (H)	05
2.5	Veg preparation machine – (400 servings) • slicers 4mm • Ripple Cut slicers 3mm • Graters 3mm	05

DELIVERABLE 2: SUPPLY, DELIVERY AND INSTALLATION OF FRUIT AND VEGETABLE PROCESSING EQUIPMENT AND MACHINERY		
No.	Specification	Quantity
	Dicing machine (Grid+Slicers) 10mm (W) x 10mm (D) x 10mm (H)	
2.6	Potato peeling and cleaning machines - kW: 3 - Trays: 10 - Tray Area (meter square) - Wet Product in (kg) 5.4 - Est. Dried Product Out (kg) 10-12 - Length: 1650mm - Width: 750mm - Height: 1300mm - Allow between 250mm-400mm added to the length for the control panel. - Structure: Insulated structure, doors and ceiling: - Polystyrene insulation sandwiched between white colour coded steel sheets (0.6mm) faceplate both sides. - Airflow: Centrifugal fan (220V) - Heating: 2 x 1.5kW Electric elements mounted to a treated mild steel bank Electrical panel: Equipped with isolator, circuit breakers, fan contactor and overload, heater contactor, overheat safety thermostat. - Over/under voltage monitor, emergency stop, temperature controller and sensor, digital timer 10 High quality food grade drying trays.	05
2.7	Fresh Produce cutting machine (1 off) 8 x 8 Dicing blade set (1 off) 4mm Slicing blade (1 off) 10 x 10 Dicing blade-set (1 off) 20 x 20 Dicing blade-set (1 off) 6mm Slicing blade (1 off) 3mm Julienne blade (1 off) 5mm Julienne blade (1 off) 10 x 10 Dicing blade set (1 off)	05
2.8	Salad washer (1 off) - Water jet-action during washing process - Sand-trap fitted @ rear of trough (500mm long) - Soft wash adjustment facility - Unique gentle rotational washing system - Product friendly concept for lettuce, leafy herbs and whole leaves and veggies - Minimum water use, fine filtration and water re-cycling - Product discharge, de-watering shaker with sieve and vibration motors	05

DELIVERABLE 2: SUPPLY, DELIVERY AND INSTALLATION OF FRUIT AND VEGETABLE PROCESSING EQUIPMENT AND MACHINERY		
No.	Specification	Quantity
	• Solids removal fine, removable sieve, mounted over reservoir • Continuous processing made possible by advanced technology	
2.9	Salad spinner (variable speed) • 160 (20 each) baskets supplied • Solid heavy-duty adjustment stainless steel construction • Spin duration adjustment facility • Speed adjustment facility • Perspex lid with safety STOP • Maintenance friendly design • Heavy duty bearing assembly • Easy to clean • Electrical components protected from water.	05

5.3 ANNEXURE C:

DELIVERABLE 3: SUPPLY, DELIVERY AND INSTALLATION OF MEAT PROCESSING EQUIPMENT AND MACHINERY		
No.	Description	Quantity
1.	CHICKEN STORE CONTAINERS CONVERTED INTO 3M FREEZER & 3M POINT OF SALE UNITS • 3m Point Of Sale Units - o Dimensions- Conv 001-6m (L) x 2.44m (W) x 2.59m (H) - o Wire brush, prime and paint exterior of the container - o Standard steel doors with mortice lock - o 1.5m x 1m Pull up Roller door - o Internal insulation- 50mm Polystyrene & 0.5mm colour coded steel sheets panels (walls & roof Distribution Board with earth leakage and circuit breaker) or equivalent - o Double fluorescent lights - o Light Switches - o 2 x double plug points - o Aluminium checker flooring - o 25 litre Hydroboil geyser - o Stainless steel basin with elbow tap - o Display fridge - o Point Of Sale display stand - o 2 x Galvanised 5 tier shelving • Refrigeration Section - o Freezer door - o 80mm Polyurethane x 0.5mm colour coded steel sheets panels-walls, roof & floor or similar - o Aluminium checker plate flooring - o Freezer unit- holding at -18 degrees room temperature - o Light switch - o Bowl light	10
2	BUTCHERY AND MEAT PROCESSING EQUIPMENT AND MACHINERY	30
2.1	Bandsaw • Finish - stainless steel powder coating and 3 x chromium stainless steel • Grade 304 stainless steel work surfaces, carriage track and lower wheel door • Stainless steel bone dust tray • Belt drive motor • Removable upper wheel assembly, table top and carriage • Tin plated top and bottom wheels with scrapers• Removable door panels • Safety cut out micro switch cuts motor when doorsare opened	30

DELIVERABLE 3: SUPPLY, DELIVERY AND INSTALLATION OF MEAT PROCESSING EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	- Fitted guide blocks and thickness gauge for straighteven cutting - Conforms to SABS standards: 970mm (L) x 900mm (W) x 1835mm (H) - Weight: 150kg - Power Requirements: 1.5kW – 380V, 3 phase	
2.2	Mincer - Complete with 1 food safe stomper 1 splash paddle, 1 knife and 1 plate - Quandrux chain drive with 1/2" sprocket and chain - Supplied with spanner for lock ring • Stainless steel cladding - Hot tin dipped worm, barrel and ring nut • Stainless steel foot guards - Extra-large 304 stainless steel tray for convenient operation and mixing of product • Conforms to SABS standards - Tray Size: 1300mm (L) x 765mm (W) x 155mm (H) - Capacity: 500kg per hour.	30
2.3	Sausage Filler 26 LT PA - Reinforced pressure system allows for easy processing - Very easy to clean • On wheels with lifting handles (easy to move) - Comfortable working position - Convenient knee lever - Automatic lock cover on lid - Speed control knob - Low power consumption - Comes standard with 2 lid seals and 3 nozzles - Auto on/off by knee lever - Dimensions: 720mm (L) x 460mm (W) x 1090mm (H) - Weight: 144kg - Power Requirements: 1.5kW – 380V, 3-phase	30
2.4	Aluminum Cover & Chamber - Seal length max. 500 - product height useful chamber size 175mm - Outside dimension 695mm (W) x 680mm (D) x 1035mm (H) - Standard voltage 400V, 3-50hz - Power consumption 3,3 kw - Weight 150 kg	30
2.5	Meat Tenderizer - Engine: 3/4 HP / .55kW - Volts: 110V / 60hz - Gears transmission: Yes	30

DELIVERABLE 3: SUPPLY, DELIVERY AND INSTALLATION OF MEAT PROCESSING EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	- Max product width: 21cm / 8.25" - Max product thickness: 21cm / 8.25" - Net weight: 33kg / 86 LB	
2.6	Mixer/Blender 200lt 1.5kw Mincers Dimensions: 1470mm (L) x 700mm (W) x 900mm (H)	30
2.7	Polony and Meat Slicer 300mm - Cut capacity: 250mm x 210mm - Cut thickness: 1mm – 30mm - Power: 0.22kW 230V, 50hz - Dimensions: 650mm (L) x 500mm (W) x 450mm (H) - Blade diameter: 300mm - Weight: 29kg	30
2.8	Table 1050 750 - Description 1.2mm 304 grade S-ST Top, Stainless Steel legs - Dimension 1050mm (L) x 750mm (W) x 915mm (H)	30
2.9	Freezer Room 1.8m x 1.8m - Walk In with prefabricated panels - Freeze to -20°C	30
2.10	Knife Boning 150mm - Blade Length: 15cm - Handle: Thermoplastic Elastomers - Blade Steel: High Carbon Stainless Steel - Colour: Black - Edge Type: Plain	900
2.11	Knife Steak 250mm - Blade Length: 25cm - Handle: Thermoplastic Elastomers - Blade Steel: High Carbon Stainless Steel - Colour: Black	900
2.12	Service Kit Bsaw Minor - Electrical Load: Three Phase 1.5kW - Electrical Supply: 400V - Starter: Remote On/Off push button with O/L Relay Relay - Blade: 2870 x 15.875 x 2 Teeth per 10mm	60
2.13	Biltong Cabinet Butchery Equipment - 1250lt - S/Steel - Voltage: 230V - 50Hz - Power: 2 x 1.5kW - Dimensions: 1000mm x 740mm x 2015mm - Weight: 120kg - Chamber size: 950mm x 730mm x 1750mm	30

DELIVERABLE 3: SUPPLY, DELIVERY AND INSTALLATION OF MEAT PROCESSING EQUIPMENT AND MACHINERY		
No.	Description	Quantity
	Includes: 24 x galvanised hanging rods and 1 x Stainless Steel drip tray	
2.14	Biltong Slicer 0.75kw - Power Supply: 220V /50hz power Consumption: 0.750kw - Speed: 1HP /1440 rpm - Dimensions: 310mm X 200mm X 280mm packaging - Dimension: 410mm X 280mm X 350mm cut	30
2.15	Weighing Scale - 300kg Capacity 300kg Electronic Price Scale - Weight, Unit Price, Total Price Lcd Display - Has The Function Of Auto - Zero – Tracking - Auto - Unit Price Clearing - Function Of Sum Of Memory - Zero Figure Adjustment - Also Runs On Rechargeable Battery	60
2.6	Electric Brine Pump 240 Volt Single Phase Motor - Stainless Steel Pump - Suction Filter - Suction And Delivery Hoses - Control Handle And Quality Injection Needle	30
2.17	Compact Vacuum Pack Machine - Dimensions: 470mm (W) x 240mm (D) x 130mm (H) - Voltage: 230V - Sealing Size: 450mm Long - Vacuum Pump: 15 MI/Min - Weight: 10kg - Key Features: - Removes Air From Packaging Prior To Sealing - Compact And Practical, Ideal For Catering Industry - Durable, Stainless Steel Exterior	60

6. SUBMISSION OF BID PROPOSALS

6.1 GENERAL

- Bidders must deliver their proposals in one (1) package.
- Ensure that all pages are completed in full and signed by authorised representative(s) of the bidder. The address for delivery of the package is as follows: **Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.**

- The outside of the package is to show:
 - ✓ Name of Bidder
 - ✓ Description of proposal
 - ✓ RFP Number
 - ✓ Closing date and time

6.2 PROPOSAL PREPARATION INSTRUCTIONS

In responding to the RFP, the Bidder accepts full responsibility to have an understanding of the RFP in its entirety, and in detail, including making any enquiries to the GDARDE as necessary to gain such understanding. The GDARDE reserves the right to disqualify any bidder who demonstrates less than such understanding. Further, the GDARD reserves the right to determine, at its sole discretion, whether the bidder has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and /or cancellation shall be at no fault, or liability whatsoever to the GDARDE. Questions concerning this RFP must be submitted in writing to the officials listed under the Enquiries Section.

7. TIMEFRAMES

It will also be expected from the service provider to complete the work including deliverables within eighteen (18) months of appointment and within the agreed upon budget in line with the specifications. If there is a delay, reasons should be provided and agreed upon by both parties. Penalties may be imposed for non-compliance.

8. SUBMISSION REQUIREMENTS

A complete bid document addressing the deliverables and outcomes required should be submitted detailing:

- Proposed lead time for delivery, supply and installation of agroprocessing machineries
- GDARDE / GPG tender / quotation requirements
- Twelve (12) months warranty and guarantee on all agroprocessing machineries which become effective the date on which certificate of compliance is issued.

9. PROJECT MANAGEMENT ARRANGEMENTS

The service provider will report directly and handover all deliverables to be reviewed and sanctioned to the project leader from GDARDE. The service provider is to plan and budget for

a monthly project management meeting to report on progress on the delivery of agro-processing machineries.

10. CONTRACTUAL ARRANGEMENTS

This terms of reference and the bidder's bid proposal will constitute an agreement between the Department and the successful bidder. However, it will be expected from the service provider to sign a contract document with the GDARDE.

11. LOGISTICAL ARRANGEMENTS

11.1 FINANCIAL MANAGEMENT

- Payments will be made after completion, review and approval of each deliverable received from the service provider, the invoice must detail specific deliverables made.
- No up-front payments will be made. GDARDE will pay for satisfactory completion of work within 30 days of receiving an invoice.

12. EVALUATION METHODOLOGY

Bids will be evaluated and adjudicated in terms of the PFMA, the GDARDE Supply Chain Policy, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) as amended and the Preferential Procurement Regulation (PPR), 2022.

STAGE 1 will be the evaluation of bids in terms of:

- **Stage 1A: Administration Compliance**
- **Stage 1B: Functionality Evaluation**

NOTE: *During any of these stages of evaluation, the bidder/s that do not meet the prescribed criteria or minimum threshold/s for functionality will be disqualified and will not be considered for further evaluation.*

STAGE 2: Preference Point System (Price and Specific Goal) - Bids that met all the requirements in stage one will be evaluated in terms of Regulation 4 of the PPR, 2022:

- **Price = 80 points**
- **Specific Goals = 20 points**

12.1 STAGE 1B: ADMINISTRATIVE COMPLIANCE

NOTE: Bidders must submit all mandatory returnable documents as listed below (documents must be fully completed and signed where applicable)

Mandatory Returnable Documents:

- 1) A completed and signed Invitation to Bid form SBD 1.
- 2) A completed and signed Declaration of Interest form SBD 4 (Form RFP 04).
- 3) Fully completed and signed Preference Points Claim Form SBD 6.1.
- 4) Submit Total Bid Price (SBD 3.1) and a Price Schedule for each deliverable selected and included in the bid proposal, as outlined in ANNEXURE A, B and C.
- 5) Signed letter confirming the availability of Bidder's own transport (suitable 8-ton truck or higher capacity) accompanied by proof of ownership. **OR**
 - o If transport will be outsourced, a signed Letter of Intent confirming the availability of a suitable 8-ton truck or higher capacity, that will be used for the deliverables. The bidder must attach the letter of intent for transport for each deliverable that the bidder included in their bid proposal, as outlined in ANNEXURE A, B and C.

NOTE: Bidders that do not submit and comply with all of the Mandatory Returnable Documents as listed above, will be regarded as non-compliant and will be disqualified from the bid process.

Other Returnable Documents:

Bidders are required to submit the following documents:

- 1) Proof of registration with the National Treasury Central Supplier Database (CSD) including the detailed CSD Registration Report, outlining the ownership information.
 - In the case of a partnership/ consortium/ joint-venture, submit proof of CSD registration for each party.
- 2) A Tax Compliance Status Pin letter from SARS.
 - In the case of a partnership/ consortium/ joint-venture, submit a Tax Compliance Status Pin letter from SARS for each party.
- 3) In the case of a partnership/ consortium/ joint-venture, a copy of the teaming agreement signed by all party representatives. The agreement must clearly indicate the lead partner and must stipulate the percentage revenue split between the parties.
- 4) An original and valid B-BBEE Status Level Verification Certificate, issued by a SANAS accredited verification agency (or a certified copy thereof).

- 5) **OR** an original and valid Sworn Affidavit (DTIC template) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit for qualifying EME/QSE (or certified copies thereof).
- *Sworn Affidavits must be signed and dated by the deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice*
- 6) In the case of a partnership/ consortium/ joint-venture, a Tenderers must submit an original and valid consolidated B-BBEE Status Level Verification Certificate, issued by a SANAS accredited agency (or certified copies thereof).

NOTE: All certificates and/or sworn affidavits, certified as a “true copy of the original”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972).

12.2 STAGE 1C: FUNCTIONALITY EVALUATION

A total of **100 points** is allocated for **each of the three (3) deliverables**. The **minimum threshold** for this part of the evaluation is **60 points, for each of the three (3) deliverables**. Any bidder who fails to meet this minimum required threshold will be deemed non-responsive and eliminated from any further evaluation.

DELIVERABLE 1:

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
Category	Sub-category / Criteria	Points
1. Company competency for supply and delivery of animal feed OR grain processing equipment and machinery	Bidder must provide reference letter/s of completed work (on client's letter head) for animal feed machinery and equipment OR grain processing machinery and equipment supplied and delivered. • Five (5) or more successfully completed projects (40) • Four (4) successfully completed projects (32) • Three (3) successfully completed projects (24) • Two (2) successfully completed projects (16) • One (1) successfully completed project (8) • No successfully completed project/s (0)	40
2. Company competency for installation of animal feed OR	Bidder must provide copy/ies of Certificate of Compliance (COC) for animal feed machinery and equipment OR grain processing machinery and equipment installed. • Three (3) or more Certificate of Compliance (COC) (30)	30

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
Category	Sub-category / Criteria	Points
<i>grain processing machinery and equipment</i>	- Two (2) Certificate of Compliance (COC) (20) - One (1) Certificate of Compliance (COC) (10) - No Certificate of Compliance (COC) (0)	
3. Resources (transport) available to execute this project	Own Transport: A vehicle licence document verifying the ownership of the vehicle/s (trucks) must be provided if the bidder will utilise its own transport (registration documents or copy of license document) and must indicate the type and size of transport to be utilised. Outsourced Transport: A Letter of Intent on the letterhead of the company signed by the representative/owner confirming the commitment to supply the outsourced transport and must indicate the type and size of transport to be outsourced. Please take note of the delivery points on item 13 - Proof of not less than 25-ton truck (30) - Proof of not less than 10-ton truck (20) - Proof of not less than 4-ton truck (10) - No proof of truck/s (0)	30
Maximum Score - Deliverable 1		100
Minimum Threshold – Deliverable 1 <i>(Bidders scoring less than 60 will be disqualified from the bid process)</i>		60

DELIVERABLE 2:

DELIVERABLE 2: SUPPLY, DELIVERY AND INSTALLATION OF FRUIT AND VEGETABLE PROCESSING EQUIPMENT AND MACHINERY		
Category	Sub-category / Criteria	Points
1. Company competency for supply and delivery of fruit or vegetable processing equipment and machinery	Bidder must provide reference letter/s of completed work (on client's letter head) for fruit processing equipment and machinery OR vegetable processing machinery and equipment supplied and delivered. • Five (5) or more successfully completed projects (40) • Four (4) successfully completed projects (32) • Three (3) successfully completed projects (24) • Two (2) successfully completed projects (16) • One (1) successfully completed project (8) • No successfully completed project/s (0)	40
2. Company competency for installation of fruit or vegetable processing equipment and machinery	Bidder must provide copy/ies of Certificate of Compliance (COC) for fruit processing equipment and machinery OR vegetable processing machinery and equipment installed. • Three (3) or more Certificate of Compliance (COC) (30) • Two (2) Certificate of Compliance (COC) (20) • One (1) Certificate of Compliance (COC) (10) • No Certificate of Compliance (COC) (0)	30
3. Resources (transport) available to execute this project	Own Transport: A vehicle licence document verifying the ownership of the vehicle/s (trucks) must be provided if the bidder will utilise its own transport (registration documents or copy of license document) and must indicate the type and size of transport to be utilised. Outsourced Transport: A Letter of Intent on the letterhead of the company signed by the representative/owner confirming the commitment to supply the outsourced transport and must indicate the type and size of transport to be outsourced. Please take note of the delivery points on item 13 • Proof of not less than 25-ton truck (30) • Proof of not less than 10-ton truck (20) • Proof of not less than 4-ton truck (10) • No proof of truck/s (0)	30
Maximum Score - Deliverable 2		100
Minimum Threshold – Deliverable 2 (Bidders scoring less than 60 will be disqualified from the bid process)		60

DELIVERABLE 3:

DELIVERABLE 3: SUPPLY, DELIVERY AND INSTALLATION OF MEAT PROCESSING EQUIPMENT AND MACHINERY		
Category	Sub-category / Criteria	Points
1. Company competency for supply and delivery of meat processing equipment and machinery	Bidder must provide reference letter/s of completed work (on client's letter head) for meat processing machinery and equipment supplied and delivered. • Five (5) or more successfully completed projects (40) • Four (4) successfully completed projects (32) • Three (3) successfully completed projects (24) • Two (2) successfully completed projects (16) • One (1) successfully completed project (8) • No successfully completed project/s (0)	40
2. Company competency for installation of meat processing equipment and machinery	Bidder must provide copy/ies of Certificate of Compliance (COC) for meat processing machinery and equipment installed. This can be either from the bidder or from a previous client of the bidder who received a COC from the bidder. • Three (3) or more Certificate of Compliance (COC) (30) • Two (2) Certificate of Compliance (COC) (20) • One (1) Certificate of Compliance (COC) (10) • No Certificate of Compliance (COC) (0)	30
3. Resources (transport) available to execute this project	Own Transport: A vehicle licence document verifying the ownership of the vehicle/s (trucks) must be provided if the bidder will utilise its own transport (registration documents or copy of license document) and must indicate the type and size of transport to be utilised. Outsourced Transport: A Letter of Intent on the letterhead of the company signed by the representative/owner confirming the commitment to supply the outsourced transport and must indicate the type and size of transport to be outsourced. Please take note of the delivery points on item 13 • Proof of not less than 25-ton truck (30) • Proof of not less than 10-ton truck (20) • Proof of not less than 4-ton truck (10) • No proof of truck/s (0)	30
Maximum Score - Deliverable 3		100
Minimum Threshold – Deliverable 3 (Bidders scoring less than 60 will be disqualified from the bid process)		60

12.3 STAGE 2: PREFERENCE POINTS SYSTEM / PRICE

NB: Bidders must provide a Price Proposal per their selected Deliverable

This stage of evaluation will be scored in terms of Regulation 4 of the Preferential Procurement Regulations (PPR), 2022. Bids will be evaluated in terms of the **80/20** Preference Point System, as follow:

AREAS	POINTS
Price	80
Specific Goals	20

Price:

In terms of Regulation 4.(1) of the PPR 2022, a maximum of 80 points is allocated for price and calculated using the formula:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

$P_{\min}$ = Price of lowest acceptable tender

Specific Goals:

In terms of Regulation 4.(2) of the PPR 2022, a maximum of 20 points is allocated for the Department's Specific Goals identified below:

Specific goals (HDI - Historical Disadvantage Individuals)	Number of Points
Black owned	10
Women owned	5
People with disabilities owned	5

To qualify for the total allocated points per Specific Goal, Tenderers must submit evidence of **100% ownership** for the specified Historically Disadvantaged Individuals (HDI) categories. Tenderers must submit verifiable documentation as proof to claim the Preference (Specific Goal) Points. Tenderers verified ownership percentage relevant to the identified Specific Goal listed above, will be applied on a pro-rata basis to the number of points available, if not 100% owned.

Ownership verification process:

- Tenderers CSD Report will be used for scoring and evaluating of the above ownership percentages.
- The ownership information as per the CSD Report will be verified against a valid B-BBEE Status Level Verification Certificate and/or valid Sworn Affidavit to confirm the points claimed by the Tenderer, based on the Specific Goals outlined in this tender document and the SBD 6.1 form.
- In the case of a partnership/ consortium/ joint-venture, only a valid consolidated B-BBEE Status Level Verification Certificate will be considered for evaluation purposes.
- Refer to paragraph 12.1 under “*Other Returnable Documents*” for further guidance on B-BBEE certificates and/or sworn affidavits.
- Copy of a valid Medical Certificate signed by a Medical Professional, confirming owner disability.
- Tenderers ownership status that cannot be verified for evaluation purposes will forfeit the allocated points for Specific Goals.

NOTE: All points will be allocated in accordance with Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 as amended at the date of tender closure, and the Department’s Supply Chain Management Policy.

13. DELIVERY POINTS FOR AGROPROCESSING EQUIPMENT AND MACHINERY

DELIVERABLE 1: SUPPLY, DELIVERY AND INSTALLATION OF THE GRAIN PROCESSING AND ANIMAL FEED EQUIPMENT AND MACHINERY		
Item 1	Low Temperature Multiplex System for Manufacturing Pet Foods	Sebenza, Ekurhuleni
Item 2	Bakery Equipment	Naledi, Soweto, City of Joburg
		Silvertondale, Tshwane East
Item 3	Maize Milling Equipment	Nigel , Ekurhuleni
		Dinokeng, Hammanskraal
Item 4	Feed Milling Equipment With Silos	Petronella, Tshwane North
		Tarlton, West Rand
Item 5	1000-Ton Sunflower Silo	Cullinan, City of Tshwane
DELIVERABLE 2: SUPPLY, DELIVERY AND INSTALLATION OF FRUIT AND VEGETABLE PROCESSING EQUIPMENT AND MACHINERY		
Item 1	Sauce and Jam Bottling Equipment and Material	Munsieville, Mogale city
Item 2	Vegetable Processing Equipment	Munsieville, Mogale city
		Diepsloot, City of Joburg

DELIVERABLE 3: SUPPLY, DELIVERY AND INSTALLATION OF MEAT PROCESSING EQUIPMENT AND MACHINERY		
Item 1	Chicken Store Containers converted into 3m Freezer & 3m Point of Sale Units	Cullinan, City of Tshwane (2)
		Mamelodi, City of Tshwane (2)
		Tembisa, City of Ekurhuleni (2)
		Katlegong, City of Ekurhuleni (2)
		Soweto, City of Joburg (2)
Item 2	Butchery and Meat Processing Equipment and Machinery	Mamelodi, City of Tshwane
		Soshanguve, City of Tshwane
		Tembisa, City of Ekurhuleni
		Tembisa, City of Ekurhuleni
		Alexandra, City of Joburg
		Sebokeng, Sedibeng

14. SUBMISSION OF PROJECT PROPOSAL

One hard copy and one electronic copy (USB/CD) clearly marked or labelled with bidder name with the project proposal and supporting documentation must be submitted to the Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown. Johannesburg marked with the relevant tender number.

Proposals must be compiled in the following manner:

- ✓ The proposal content must be clearly indexed
- ✓ Proposal must be delivered sealed.

The following information must appear on the outside of the sealed proposal:

- ✓ Name of Bidder
- ✓ Description of proposal
- ✓ RFP Number
- ✓ Closing date and time.

15. APPOINTMENT OF SERVICE PROVIDERS

The Department reserves the right to appoint more than one service provider. It is for this reason that bidders are expected to provide the cost per category as indicated in **ANNEXURE A, B or C**.

16. GAUTENG PROVINCIAL TREASURY (GPT) ELECTRONIC INVOICE SUBMISSION AND TRACKING

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. The GPT shall assist the successful bidder/s in this regard, if required.

17. COMPULSORY BRIEFING SESSION

All bidders must form part of the compulsory briefing session as indicated on the tender document.

18. ENQUIRIES

All enquiries must be made in writing and must reach the Officials listed below 48 hours prior to the closing date and time of this tender publication.

Supply Chain Management related questions may be directed to:

Ms. Lindi Ngati
Supply Chain Management Directorate
Email: ursula.ngati@gauteng.gov.za

Technical related questions may be directed to:

Mr. Tediso Molepo
Agroprocessing Chief Directorate
Email: tediso.molepo@gauteng.gov.za



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

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

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

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

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

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)